



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

June 9, 2020

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **COUNCILMAN AARON BANKS, WARD 6**

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 MAY 1, 2018, AUGUST 28, 2018, OCTOBER 2, 2018 AND OCTOBER 30, 2018 FOR THE FOLLOWING CASES:**

2018-1146 2018-1147 2018-1350 2018-1415 2018-1419
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1546 – 824 NORTH FARISH STREET – \$436.00. (WARD 7) (HILLMAN, LUMUMBA)**

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1477 – 5529 QUEEN ELIZABETH LANE – \$1,155.64. (WARD 4) (HILLMAN, LUMUMBA)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS 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 #2019-1533 – 4235 MEADOWMONT DRIVE – \$769.16 – (WARD 4) (HILLMAN, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1485 – 2ND LOT WEST OF 3512 SHELLROCK STREET – \$456.84. (WARD 2) (HILLMAN, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2018-1071 – 0 FERNCREEK DRIVE/LOT BETWEEN 6216 AND 6226 FERNCREEK DRIVE – \$744.96. (WARD 1) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1486 – 0 SHELLROCK STREET/LOT WEST OF 3512 SHELLROCK STREET – \$304.56. (WARD 2) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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-**

1395 – 455 QUEEN MARIE LANE – \$919.75. (WARD 4) (HILLMAN, LUMUMBA)

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1490 – 235 COLEBROOK AVENUE – \$860.00. (WARD 4) (HILLMAN, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1476 – 244 QUEEN ANNE LANE – \$1,025.00. (WARD 4) (HILLMAN, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1483 – 406 CLUBVIEW DRIVE – \$1,233.70. (WARD 4) (HILLMAN, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1509 – 5012 OLD CANTON ROAD – \$100.00. (WARD 1) (HILLMAN, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1321 – 2267 FOREST GLEN DRIVE – \$450.00. (WARD 2) (HILLMAN, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH,**

SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1527 – 0 WINCHESTER STREET/LOT EAST OF 1710 WINCHESTER STREET – \$2,100.00. (WARD 1) (HILLMAN, LUMUMBA)

17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S), 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 #2019-1396 – 5331 QUEEN ELEANOR LANE – \$1,068.80. (WARD 4) (HILLMAN, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S), 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 #2019-1525 – 309 MCTYERE AVENUE – \$1,037.80. (WARD 7) (HILLMAN, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1320 – 5124 N STATE STREET – \$1,672.00. (WARD 2) (HILLMAN, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1510 – 745 LAUNCELOT ROAD – \$726.95. (WARD 3) (HILLMAN, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1511 – LOT NORTH OF 130 BON AIR STREET – \$900.00. (WARD 5) (HILLMAN, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND**

WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1443 – 346-48 VALLEY STREET – \$550.80. (WARD 5) (HILLMAN, LUMUMBA)

23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1204 – 136 NOEL STREET – \$2,788.00. (WARD 7) (HILLMAN, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2017-2182 – 2857 GREENWOOD AVENUE – \$4,891.00. (WARD 4) (HILLMAN, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2014-1253 – 2227 ROBINSON STREET – \$15,000.00. (WARD 5) (HILLMAN, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISESTO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1092 – 4566 OFFICE PARK DRIVE – \$15,000.00. (WARD 2) (HILLMAN, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1361 – 1113 CRESTVIEW AVENUE – \$4,605.00. (WARD 1) (HILLMAN,**

- LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1265 – 158 AB EAST COHEA STREET – \$4,496.00. (WARD 7) (HILLMAN, LUMUMBA)**
 29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1264 – 135 EAST COHEA STREET – \$4,154.00. (WARD 7) (HILLMAN, LUMUMBA)**
 30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1268 – 333 AB MCKEE STREET – \$5,815.00. (WARD 7) (HILLMAN, LUMUMBA)**
 31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1161 – 160 WHITFIELD STREET – \$5,775.00. (WARD 7) (HILLMAN, LUMUMBA)**

INTRODUCTION OF ORDINANCES

32. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING MARTIN LUTHER KING, JR. DRIVE FROM FORTIFICATION STREET TO COHEA STREET TO LAWRENCE TURNER DRIVE. (STOKES)**
33. **ORDINANCE AMENDING SECTION 26 ARTICLE IX OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING LANDSCAPING AND TREE STANDARDS. (HILLMAN, LUMUMBA)**

ADOPTION OF ORDINANCE

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

REGULAR AGENDA

36. **CLAIMS (HORTON, LUMUMBA)**
37. **PAYROLL (HORTON, LUMUMBA)**
38. **ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH ONSOLVE, LLC. FOR THE RENEWAL OF THE SUBSCRIPTION FOR CODE-RED ON-DEMAND NOTIFICATION SERVICE. (HORTON, LUMUMBA)**
39. **ORDER APPOINTING ANGELA HARRIS, MUNICIPAL CLERK, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
40. **ORDER RATIFYING THE SUBMISSION OF THE FY20 PWEAA GRANT APPLICATION FOR THE PLANETARIUM RENOVATION PROJECT. (KIDD, LUMUMBA)**
41. **INITIAL RESOLUTION GRANTING 225 EAST CAPITOL STREET HOTEL LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 225 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4. (HILLMAN, LUMUMBA)**
42. **INITIAL RESOLUTION GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4. (HILLMAN, LUMUMBA)**
43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES. (CITYWIDE) (HILLMAN, LUMUMBA)**
44. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT**

AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES. (CITYWIDE) (HILLMAN, LUMUMBA)

45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE GREEN & HEALTHY HOMES INITIATIVE TO PARTNER WITH THE CITY OF JACKSON IN THE IMPLEMENTATION OF THE LEAD SAFE JACKSON HOUSING PROGRAM FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES. (CITYWIDE) (HILLMAN, LUMUMBA)**
46. **ORDER AUTHORIZING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM SECURITY SUPPORT SERVICES, RATIFYING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH SECURITY SUPPORT SERVICES FOR THE DOROTHY VEST TENNIS CENTER, TENNIS CENTER SOUTH (TCS) AND MYNELLE GARDENS FROM FEBRUARY, 2020 THROUGH JULY 31, 2020. (WARDS 2, 6 & 7)(HARRIS, LUMUMBA)**
47. **ORDER AUTHORIZING PAYMENT OF \$1,795.00 TO JENKINS AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES. (DAVIS, LUMUMBA)**
48. **ORDER AUTHORIZING PAYMENT OF \$528.00 TO JENKINS AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES. (DAVIS, LUMUMBA)**
49. **ORDER AUTHORIZING PAYMENT OF \$2,179.90 TO JENKINS AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES. (DAVIS, LUMUMBA)**
50. **ORDER AUTHORIZING PAYMENT OF \$4,994.74 TO JENKINS AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES. (DAVIS, LUMUMBA)**
51. **ORDER AUTHORIZING PAYMENT OF \$4,763.58 TO POWELL BODY SHOP FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLE. (DAVIS, LUMUMBA)**
52. **ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC, FOR THE TOUGALOO SENIOR CENTER PARKING LOT PROJECT, CITY PROJECT NUMBER 20B4003.201. (WARD 2) (MILLER, LUMUMBA)**
53. **ORDER AUTHORIZING THE MAYOR CLAIMS IN *Barlow Brothers Properties, LLC vs. City of Jackson, et. al.*, CIVIL ACTION NO. 25C11:19-CV-00831-EFP, 1ST JUD. DIST. HINDS CO., MISS. (HOWARD, LUMUMBA)**
54. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE PURCHASE OF ONE HUNDRED THOUSAND MASKS FOR DISTRIBUTION TO THE CITIZENS OF JACKSON. (STOKES)**
55. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (STAMPS)**
56. **RESOLUTION EXPRESSING THE CITY OF JACKSON'S DESIRE TO ESTABLISH PARTNERSHIPS TO BUILD CELLULAR TOWERS IN AREAS OUTSIDE CITY LIMITS.(STAMPS)**

57. **RESOLUTION TO DECLARE CLASSISM AS A PUBLIC HEALTH CRISIS IN THE CITY OF JACKSON AND TO RECOMMIT OUR FULL ATTENTION TO IMPROVING THE QUALITY OF LIFE AND HEALTH OF OUR MINORITY RESIDENTS. (STAMPS)**
58. **ORDER AUTHORIZING THE CLERK OF COUNCIL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) TO CONDUCT A DISPARITY STUDY. (STAMPS)**
59. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI OVERRIDING THE MAYORAL VETO OF THE MAY 12, 2020 “ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REVISING FISCAL YEAR 2019-2020 BUDGET TO RESTORE THE MONIES RECEIVED FROM THE GRAND GULF NUCLEAR STATION”. (JACKSON CITY COUNCIL)**

DISCUSSION

60. **DISCUSSION: VISIT JACKSON UPDATE (LINDSAY)**
61. **DISCUSSION: PUBLIC COMMENTS, PRESENTATIONS, HONORARY RESOLUTIONS AND PROCLAMATIONS. (LINDSAY)**
62. **DISCUSSION ITEM: CITY VENDOR PAYMENT ISSUE (STAMPS)**
63. **DISCUSSION: JULIAN RASHOD SMITH (STOKES)**
64. **DISCUSSION: SPEED BUMPS (STOKES)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

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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 OF 1972 AS AMENDED AND BASED ON ADMINISTRATIVE HEARINGS HELD MAY 1, 2018, AUGUST 28, 2018, OCTOBER 2, 2018 AND OCTOBER 30, 2018 FOR THE FOLLOWING CASES: 2018-1146; 2018-1147; 2018-1350; 2018-1415; 2018-1419

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972 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 of 1972 as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, administrative hearings were held on the May 1, 2018, August 28, 2018, October 2, 2018 and October 30, 2018; and

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

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

- 1) **Case #2018-1146: Parcel #616-303** located at **2729 CARLETON 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 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.

- 2) **Case #2019-1147: Parcel #616-296** located at **2704 CARLETON 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 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.

- 3) **Case #2018-1350: Parcel #611-141** located at **321 CRESTON 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. 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.

- 4) **Case #2018-1415: Parcel #838-385** located at **958 PALM 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: 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 #2018-1419: Parcel #838-388** located at **940 PALM 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: 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 04/20/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DEPARTMENT																																													
8.	COST	To be determined pending execution of contracts.																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							


Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

From :  Jordan Hillman
Director, Planning and Development

DATE: April 20, 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
16

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 MAY 1, 2018, AUGUST 28, 2018, OCTOBER 2, 2018 AND OCTOBER 30, 2018 FOR THE FOLLOWING CASES: 2018-1146; 2018-1147; 2018-1350; 2018-1415; 2018-1419, is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ca

5/21/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT LLCTO 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 #2019-1546 – 824 NORTH FARISH STREET – \$436.00 – WARD 7

OFFICE OF THE CITY CLERK
COMMUNITY IMPROVEMENT DIVISION
C6

WHEREAS, on February 4, 2020 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 17, 2019 for Case 2019-1546 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, R&L TRANSPORT LLC appeared next on the rotation list and through its representative, Richard Moment, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 824 North Farish Street for the sum of \$436.00; and

WHEREAS, R&L TRANSPORT LLC has a principal office address of 510 Northpark Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R&L TRANSPORT LLC to cut vegetation and remedy conditions on the property located at 824 North Farish Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$436.00 shall be paid to R&L TRANSPORT LLC for the services provided from funds budgeted for the Division

Consent Agenda Item #4
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **3/23/2020**
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$436.00			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)			
10.	EBO participation	ABE _____ % 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 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: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **R&L TRANSPORT LLC/dba/ MOMENT, RICHARD** 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 #2019-1546.

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 R & L TRANSPORT LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1546- 824 NORTH FARISH STREET- \$436.00- WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CA

5/20/20

Date

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1477 – 5529 QUEEN ELIZABETH LANE – \$1,155.64 – WARD 4

WHEREAS, on November 26, 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 5, 2019 for Case 2019-1477 located in Ward 4 of the City of Jackson; and

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

WHEREAS, **R&L TRANSPORT LLC** appeared next on the rotation list and through its representative, Richard Moment, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5529 QUEEN ELIZABETH LANE for the sum of \$1,155.64; and

WHEREAS, **R&L TRANSPORT LLC** has a principal office address of 510 Northpark Lane, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&L TRANSPORT LLC** to cut vegetation and remedy conditions on the property located at 5529 QUEEN ELIZABETH LANE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,155.64 shall be paid to **R&L TRANSPORT LLC** for the services provided from funds budgeted for the Division

Consent Agenda Item # 5
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$1,155.64			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)			
10.	EBO participation	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 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: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **R&L TRANSPORT LLC/dba/ MOMENT, RICHARD** 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 #2019-1477.

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 R & L TRANSPORT 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 HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1477- 5529 QUEEN ELIZABETH LANE- \$1,155.64 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* 



Date

OFFICE OF THE CITY ATTORNEY
CW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS 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 #2019-1533 – 4235 MEADOWMONT DRIVE – \$769.16 – WARD 4

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 2019-1533 located in Ward 4 of the City of Jackson; and

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

WHEREAS, **EVANS LANDSCAPE INDS** appeared next on the rotation list and through its representative, Vincent Evans, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, building materials, furniture, old bricks, tree parts and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4235 Meadowmont Drive for the sum of \$769.16; and

WHEREAS, **EVANS LANDSCAPE INDS** has a principal office address of 295 SOUTH PRENTISS STREET, JACKSON MISSISSIPPI 39203 .

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **EVANS LANDSCAPE INDS** to cut vegetation and remedy conditions on the property located at 4235 Meadowmont Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$769.16 shall be paid to **EVANS LANDSCAPE INDS** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 6
June 9, 2020


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020
DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$ 769.16																																													
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,
Director Planning and Development

DATE: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with *EVANS LANDSCAPE INDS/dba/ EVANS, VINCENT* 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 #2019-1533.

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 EVANS LANDSCAPE INDS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1533- 4235 MEADOWMONT DRIVE- \$769.16- WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* 16

5/20/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1485 – 2ND LOT WEST OF 3512 SHELLROCK STREET – \$456.84 – WARD 2

WHEREAS, on November 26, 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 5, 2019 for Case 2019-1485 located in Ward 2 of the City of Jackson; and

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

WHEREAS, **LEGENDARY LAWN SERVICES INC** appeared next on the rotation list and through its representative, Regina Thomas, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2ND LOT WEST OF 3512 SHELLROCK STREET for the sum of \$456.84; and

WHEREAS, **LEGENDARY LAWN SERVICES INC** has a principal office address of 407 Masonic Drive, Clinton Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LEGENDARY LAWN SERVICES INC** to cut vegetation and remedy conditions on the property located at 2ND LOT WEST OF 3512 SHELLROCK STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$456.84 shall be paid to **LEGENDARY LAWN SERVICES INC** for the services provided from funds budgeted for the Division

Consent Agenda Item # 7
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020

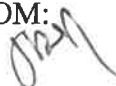
DATE

P O I N T S		C O M M E N T S																																													
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8.	COST	\$456.84																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,
Director Planning and Development

DATE: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LEGENDARY LAWN SERVICES/dba/ THOMAS, REGINA** 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 #2019-1485.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICE, INC 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 #2019-1485 - 1ND LOT WEST OF 3512 SHELLROCK STREET - \$456.84 WARD 2 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

5/21/20

Date

OFFICE OF THE CITY ATTORNEY
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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2018-1071 – 0 FERNCREEK DRIVE/LOT BETWEEN 6216 AND 6226 FERNCREEK DRIVE – \$744.96 – WARD 1

WHEREAS, on April 24, 2018 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 6, 2018 for Case 2018-1071 located in Ward 1 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, **LEGENDARY LAWN SERVICES INC** appeared next on the rotation list and through its representative, Regina Thomas, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 Ferncreek Drive/Lot Between 6216 and 6226 Ferncreek Drive for the sum of \$744.96; and

WHEREAS, **LEGENDARY LAWN SERVICES INC** has a principal office address of 407 Masonic Drive, Clinton Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LEGENDARY LAWN SERVICES INC** to cut vegetation and remedy conditions on the property located at 0 Ferncreek Drive/Lot Between 6216 and 6226 Ferncreek Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$744.96 shall be paid to **LEGENDARY LAWN SERVICES INC** for the services provided from funds budgeted for the Division

Consent Agenda Item # 8
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020

DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$744.96			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)			
10.	EBO participation	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 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: March 11, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1071.

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 LEGENDARY LAWN SERVICES TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1071- 0 FERNCREEK DRIVE/LOT BETWEEN 6216 AND 6226 FERNCREEK DRIIVE- \$744.96- WARD 1 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* lu

 5/20/20
Date

OFFICE OF THE CITY ATTORNEY
lu

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1486 – 0 SHELLROCK STREET/LOT WEST OF 3512 SHELLROCK STREET – \$304.56 – WARD 2

WHEREAS, on November 26, 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 5, 2019 for Case 2019-1486 located in Ward 2 of the City of Jackson; and

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

WHEREAS, LEGENDARY LAWN SERVICES INC appeared next on the rotation list and through its representative, Regina Thomas, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 SHELLROCK STREET/LOT WEST OF 3512 SHELLROCK STREET for the sum of \$304.56; and

WHEREAS, LEGENDARY LAWN SERVICES INC has a principal office address of 407 Masonic Drive, Clinton Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LEGENDARY LAWN SERVICES INC** to cut vegetation and remedy conditions on the property located at 0 SHELLROCK STREET/LOT WEST OF 3512 SHELLROCK STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$304.56 shall be paid to **LEGENDARY LAWN SERVICES INC** for the services provided from funds budgeted for the Division

Consent Agenda Item # 9
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020

DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$304.56																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
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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: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LEGENDARY LAWN SERVICES/dba/ THOMAS, REGINA** 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 #2019-1486.

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) 960-1736

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1486- 0 SHELLROCK STREET/LOT WEST OF 3512 SHELLROCK STREET- \$304.56- WARD 2 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* ca

5/20/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1395 – 455 QUEEN MARIE LANE – \$919.75 – WARD 4

WHEREAS, on October 29, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 24, 2019 for Case 2019-1395 located in Ward 4 of the City of Jackson; and

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

WHEREAS, LEGENDARY LAWN SERVICES INC appeared next on the rotation list and through its representative, Regina Thomas, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 455 QUEEN MARIE LANE for the sum of \$919.75; and

WHEREAS, LEGENDARY LAWN SERVICES INC has a principal office address of 407 Masonic Drive, Clinton Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LEGENDARY LAWN SERVICES INC** to cut vegetation and remedy conditions on the property located at 455 QUEEN MARIE LANE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$919.75 shall be paid to **LEGENDARY LAWN SERVICES INC** for the services provided from funds budgeted for the Division

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020


DATE

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

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,
Director Planning and Development

DATE: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LEGENDARY LAWN SERVICES/dba/ THOMAS, REGINA** 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 #2019-1395.

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 LEGENDARY LAWN SERVICES INC 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 HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1395- 455 QUEEEN MARIE LANE- \$919.75- WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* 



Date

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI
COURTESY
CW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1490 – 235 COLEBROOK AVENUE – \$860.00 – WARD 4

WHEREAS, on November 26, 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 5, 2019 for Case 2019-1490 located in Ward 4 of the City of Jackson; and

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

WHEREAS, LEGENDARY LAWN SERVICES INC appeared next on the rotation list and through its representative, Regina Thomas, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, pine straw, building materials, old furniture tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 235 COLEBROOK AVENUE for the sum of \$860.00; and

WHEREAS, LEGENDARY LAWN SERVICES INC has a principal office address of 407 Masonic Drive, Clinton Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LEGENDARY LAWN SERVICES INC** to cut vegetation and remedy conditions on the property located at 235 COLEBROOK AVENUE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$860.00 shall be paid to **LEGENDARY LAWN SERVICES INC** for the services provided from funds budgeted for the Division

Consent Agenda Item #11
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020
DATE

P O I N T S		C O M M E N T S																														
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																														
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8.	COST	\$860.00																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)																														
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <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 _____																											
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NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											

Department of Planning and Development




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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE:  March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LEGENDARY LAWN SERVICES/dba/ THOMAS, REGINA** 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 #2019-1490.

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 LEGENDARY LAWN SERVICES INC 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 HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1490- 235 COLEBROOK AVENUE- \$860.00- WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* 



Date

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1476 – 244 QUEEN ANNE LANE – \$1,025.00 – WARD 4

WHEREAS, on November 26, 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 5, 2019 for Case 2019-1476 located in Ward 4 of the City of Jackson; and

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

WHEREAS, LEGENDARY LAWN SERVICES INC appeared next on the rotation list and through its representative, Regina Thomas, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 244 QUEEN ANNE LANE for the sum of \$1,025.00; and

WHEREAS, LEGENDARY LAWN SERVICES INC has a principal office address of 407 Masonic Drive, Clinton Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LEGENDARY LAWN SERVICES INC** to cut vegetation and remedy conditions on the property located at 244 QUEEN ANNE LANE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,025.00 shall be paid to **LEGENDARY LAWN SERVICES INC** for the services provided from funds budgeted for the Division

Consent Agenda Item #12
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020


DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$1,025.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: right;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 20%;">N/A</td> <td style="width: 5%;">_____</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</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 style="text-align: right;">_____ %</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 style="text-align: right;">_____ %</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 style="text-align: right;">_____ %</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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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,
Director Planning and Development

DATE: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LEGENDARY LAWN SERVICES/dba/ THOMAS, REGINA** 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 #2019-1476.

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 LEGENDARY LAWN SERVICES INC 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 HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1476- 244 QUEEN ANNE LANE- \$1,025.00- WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CW

 5/2/20
Date

OFFICE OF THE CITY ATTORNEY
 CW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LEGENDARY LAWN SERVICES INC 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 #2019-1483 – 406 CLUBVIEW DRIVE – \$1,233.70 – WARD 4

WHEREAS, on November 26, 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 5, 2019 for Case 2019-1483 located in Ward 4 of the City of Jackson; and

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

WHEREAS, LEGENDARY LAWN SERVICES INC appeared next on the rotation list and through its representative, Regina Thomas, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 406 Clubview Drive for the sum of \$1,233.70; and

WHEREAS, LEGENDARY LAWN SERVICES INC has a principal office address of 407 Masonic Drive, Clinton Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LEGENDARY LAWN SERVICES INC** to cut vegetation and remedy conditions on the property located at 406 Clubview Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,233.70 shall be paid to **LEGENDARY LAWN SERVICES INC** for the services provided from funds budgeted for the Division

Consent Agenda Item #13
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$1,233.70																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)																																													
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ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

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

DATE: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ***LEGENDARY LAWN SERVICES/dba/ THOMAS, REGINA*** 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 #2019-1483.

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 LEGENDARY LAWN SERVICES INC 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 HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1483- 406 CLUBVIEW DRIVE- \$1,233.70- WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney ca

5/20/20

Date

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1509 – 5012 OLD CANTON ROAD – \$100.00 – WARD 1

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 2019-1509 located in Ward 1 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, R&L TRANSPORT LLC appeared next on the rotation list and through its representative, Richard Moment, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5012 OLD CANTON ROAD for the sum of \$100.00; and

WHEREAS, R&L TRANSPORT LLC has a principal office address of 510 Northpark Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&L TRANSPORT LLC** to cut vegetation and remedy conditions on the property located at 5012 OLD CANTON ROAD deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$100.00 shall be paid to **R&L TRANSPORT LLC** for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$100.00			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___


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: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ***R&L TRANSPORT LLC/dba/ MOMENT, RICHARD*** 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 #2019-1509.

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 R&L TRANSPORT LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1509- 5012 OLD CANTON ROAD \$100.00- WARD 1 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney

5/20/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1321 – 2267 FOREST GLEN DRIVE – \$450.00 – WARD 2

WHEREAS, on September 17, 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 August 27, 2019 for Case 2019-1321 located in Ward 2 of the City of Jackson; and

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

WHEREAS, **R&L TRANSPORT LLC** appeared next on the rotation list and through its representative, Richard Moment, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2267 Forest Glen Drive for the sum of \$450.00; and

WHEREAS, **R&L TRANSPORT LLC** has a principal office address of 510 Northpark Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&L TRANSPORT LLC** to cut vegetation and remedy conditions on the property located at 2267 Forest Glen Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$450.00 shall be paid to **R&L TRANSPORT LLC** for the services provided from funds budgeted for the Division

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/23/2020


DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
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6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE																																													
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8. COST	\$450.00																																													
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,
Director Planning and Development

DATE: March 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ***R&L TRANSPORT LLC/dba/ MOMENT, RICHARD*** 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 #2019-1321.

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
ca

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&L TRANSPORT 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 #2019-1321 – 2267 forest glen drive - \$450.00 WARD 2 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney ca

5/29/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1527 – 0 WINCHESTER STREET/LOT EAST OF 1710 WINCHESTER STREET – \$2,100.00 – WARD 1

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 2019-1527 located in Ward 1 of the City of Jackson; and

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

WHEREAS, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC appeared next on the rotation list and through its representative, Donald M. Jones, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, appliances, furniture, tree parts, remove remaining of foundation and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 WINCHESTER STREET/LOT EAST OF 1710 WINCHESTER STREET for the sum of \$2,100.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at 0 WINCHESTER STREET/LOT EAST OF 1710 WINCHESTER STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,100.00 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #16
June 9,2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020
DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$ 2,100.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
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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: March 24, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1527.

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

CG

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1527-0 WINCHESTER STREET/LOT EAST OF 1710 WINCHESTER STREET - \$2,100.00 WARD 1, is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CG

5/20/20

Date

OFFICE OF THE CITY ATTORNEY
la

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S), 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 #2019-1396 – 5331 QUEEN ELEANOR LANE – \$1,068.80 – WARD 4

WHEREAS, on October 29, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 24, 2019 for Case 2019-1396 located in Ward 4 of the City of Jackson; and

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

WHEREAS, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC appeared next on the rotation list and through its representative, Donald M. Jones, agreed to board up and secure structure(s), cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5331 QUEEN ELEANOR LANE for the sum of \$1,068.80; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at 5331 QUEEN ELEANOR LANE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,068.80 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #17
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
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8.	COST	\$ 1,068.80																																													
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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: March 24, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1396.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1396- 5331 QUEEN ELEANOR LANE- \$1,068.80- WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* ca

5/20/21

Date

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI
lh

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S), 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 #2019-1525 – 309 MCTYERE AVENUE – \$1,037.80 – 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 21-9-11 of the Mississippi Code following an administrative hearing held on December 3, 2019 for Case 2019-1525 located in Ward 7 of the City of Jackson; and

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

WHEREAS, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** appeared next on the rotation list and through its representative, Donald M Jones, agreed to board up and secure structure(s), cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, appliances, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 309 MCTYERE AVENUE for the sum of \$1,037.80; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at 309 MCTYERE AVENUE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,037.80 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #18
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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3. Who will be affected	All City of Jackson residents																																													
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6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
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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: March 24, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1525.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1525- 329 MCTYERE AVENUE- \$1,037.80- WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch

5/20/20

Date

OFFICE OF THE CITY ATTORNEY
Ch

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1320 – 5124 N. STATE STREET – \$1,672.00 – WARD 2

OFFICE OF THE CITY ATTORNEY
CJ

WHEREAS, on September 25, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 21, 2018 for Case 2018-1320 located in Ward 2 of the City of Jackson; and

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

WHEREAS, **IVORY SERVICES LLC** appeared next on the rotation list and through its representative, Nancy Turner, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, crates, tires, appliances, old furniture, old bricks, tree parts, remove inoperable vehicles and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5124 N. STATE STREET for the sum of \$1,672.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **IVORY SERVICES LLC** to cut vegetation and remedy conditions on the property located at 5124 N. STATE STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,672.00 shall be paid to **IVORY SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #19
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$ 1,672.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

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

DATE: March 31, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1320.

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
C.A.

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1320 - 5124 N. STATE STREET-\$1,62.00 WARD 2 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* C.A.

 5/21/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1510 – 745 LAUNCELOT ROAD – \$726.95 – 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 2019-1510 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, **IVORY SERVICES LLC** appeared next on the rotation list and through its representative, Nancy Turner, agreed to cut grass, weeds, shrubbery, fence line, bushes, tree limbs, and saplings; remove trash, debris, wooden boards, tires and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 745 LAUNCELOT ROAD for the sum of \$726.95; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **IVORY SERVICES LLC** to cut vegetation and remedy conditions on the property located at 745 LAUNCELOT ROAD deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$726.95 shall be paid to **IVORY SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #20
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020
DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$ 726.95																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

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

DATE: March 31, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1510.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1510 - 745 LAUNCELOT ROAD -\$726.95 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CF

5/20/20

Date

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS
JACKSON, MISSISSIPPI
CA

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1511 – LOT NORTH OF 130 BON AIR STREET – \$900.00 – WARD 5

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 2019-1511 located in Ward 5 of the City of Jackson; and

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

WHEREAS, **IVORY SERVICES LLC** appeared next on the rotation list and through its representative, Nancy Turner, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree limbs, tree parts, wooden boards, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at LOT NORTH OF 130 BON AIR STREET for the sum of \$900.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **IVORY SERVICES LLC** to cut vegetation and remedy conditions on the property located at LOT NORTH OF 130 BON AIR STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$900.00 shall be paid to **IVORY SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #21
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020

DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$ 900.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

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

DATE: March 31, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1511.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1511- LOT NORTH OF 130 BON AIR STREET- \$900.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* *CG*

 5/21/29

Date

OFFICE OF THE CITY CLERK
Cw

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1443 – 346-48 VALLEY STREET – \$550.80 – WARD 5

WHEREAS, on November 12, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 22, 2019 for Case 2019-1443 located in Ward 5 of the City of Jackson; and

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

WHEREAS, IVORY SERVICES LLC appeared next on the rotation list and through its representative, Nancy Turner, agreed to cut grass, weeds, shrubbery, fence line, and saplings; remove trash, tires, debris, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 346-48 VALLEY STREET for the sum of \$550.80; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **IVORY SERVICES LLC** to cut vegetation and remedy conditions on the property located at 346-48 VALLEY STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$550.80 shall be paid to **IVORY SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #22
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$ 550.80			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)			
10.	EBO participation	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 Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
JH Director Planning and Development

DATE: March 31, 2020

Ref: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1443.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1443- 346-48 VALLEY STREET \$550.80 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch

5/21/20

Date

OFFICE OF THE CITY ATTORNEY
Ch

OFFICE OF THE CITY ATTORNEY
C.A.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1204 – 136 NOEL STREET – \$2,788.00 – WARD 7

WHEREAS, on August 6, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 16, 2019 for Case 2019-1204 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, LOVE TRUCKING INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 136 Noel Street for the sum of \$2,788.00; and

WHEREAS, LOVE TRUCKING INC., has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LOVE TRUCKING INC.**, to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 136 Noel Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,788.00 shall be paid to **LOVE TRUCKING INC.**, for the services provided from funds budgeted for the Division.

Consent Agenda Item #23
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/11/2020

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT			
8.	COST	\$2,788.00			
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with LOVE DENNIS/dba/LOVE TRUCKING INC for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2019-1204.

Thank you for your prompt 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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1204- 136 NOEL STREET- \$2,788.00- WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* ca

5/20/20

Date

OFFICE OF THE
CITY CLERK
JACKSON, MISSISSIPPI
6/11/2020
C

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2017-2182 – 2857 GREENWOOD AVENUE – \$4,891.00 – WARD 4

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 23, 2018 for Case 2017-2182 located in Ward 4 of the City of Jackson; and

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

WHEREAS, LOVE TRUCKING INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2857 Greenwood Avenue for the sum of \$4,891.00; and

WHEREAS, LOVE TRUCKING INC., has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LOVE TRUCKING INC.**, to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2857 Greenwood Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,891.00 shall be paid to **LOVE TRUCKING INC.**, for the services provided from funds budgeted for the Division.

Consent Agenda Item #24
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **05/11/2020**

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	WARD 4																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8.	COST	\$4,891.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDS (001-444.70-6485)																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with LOVE DENNIS/dba/LOVE TRUCKING INC for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2017-2182.

Thank you for your prompt 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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-2182- 2857 GREENWOOD AVENUE- \$4,891.00- WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney*

Date

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS
CITY OF JACKSON, MISSISSIPPI
16

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2014-1253 – 2227 ROBINSON STREET – \$15,000.00 – WARD 5

WHEREAS, on July 1, 2014, 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 April 29, 2014 for Case 2014-1253 located in Ward 5 of the City of Jackson; and

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

WHEREAS, SOCRATES GARRETT ENTERPRISES appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2227 Robinson Street for the sum of \$15,000.00; and

WHEREAS, SOCRATES GARRETT ENTERPRISES has a principal office address of 2659 Livingston Road, Jackson Mississippi 39213.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **SOCRATES GARRETT ENTERPRISES** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2227 Robinson Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$15,000.00 shall be paid to **SOCRATES GARRETT ENTERPRISES** for the services provided from funds budgeted for the Division.

Consent Agenda Item #25
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **05/11/2020**
DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
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"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8. COST	\$15,000.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with GARRETT, SOCRATES/dba/SOCRATES GARRETT ENTERPRISES INC., for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2014-1253.

Thank you for your prompt 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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2014-1243- 2227 ROBINSON STREET- \$15,000.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* 



Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1092 – 4566 OFFICE PARK DRIVE – \$15,000.00 – WARD 2

WHEREAS, on July 23, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 4, 2019 for Case 2019-1092 located in Ward 2 of the City of Jackson; and

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

WHEREAS, SOCRATES GARRETT ENTERPRISES appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4566 Office Park Drive for the sum of \$15,000.00; and

WHEREAS, SOCRATES GARRETT ENTERPRISES has a principal office address of 2659 Livingston Road, Jackson Mississippi 39213.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **SOCRATES GARRETT ENTERPRISES** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 4566 Office Park Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$15,000.00 shall be paid to **SOCRATES GARRETT ENTERPRISES** for the services provided from funds budgeted for the Division.

Consent Agenda Item #26
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **05/11/2020**
DATE

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life				
3.	Who will be affected	All City of Jackson residents				
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.				
5.	Schedule (beginning date)	To be determined pending execution of contracts.				
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"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT				
8.	COST	\$15,000.00				
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)				
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____

Department of Planning and Development



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: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with GARRETT,SOCRATES/dba/SOCRATES GARRETT ENTERPRISES INC., for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2019-1092.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES TO DEMOISH STRUCTURE FOUNDATION STEPS AND DRIVEWAY; 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 #2019-1092 - 4566 OFFICE PARK DRIVE \$15,000.00 - WARD 2 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch

5/20/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1361 – 1113 CRESTVIEW AVENUE – \$4,605.00 – WARD 1

WHEREAS, on October 1, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 10, 2019 for Case 2019-1361 located in Ward 1 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, **R&C SERVICES LLC** appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1113 CRESTVIEW AVENUE for the sum of \$4,605.00; and

WHEREAS, **R&C SERVICES LLC** has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&C SERVICES LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1113 CRESTVIEW AVENUE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,605.00 shall be paid to **R&C SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item
#27
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **05/11/2020**
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 1
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$4,605.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with GRANDERSON, RAYMOND/dba/R&C SERVICES, LLC for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2019-1361.

Thank you for your prompt 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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES LLC TO DEMOLISH STRUCTURE(S) FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1361- 1113 CRESTVIEW AVENUE \$4,605.00 - WARD 1 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney*

5/20/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1265 – 158 AB EAST COHEA STREET – \$4,496.00 – WARD 7

WHEREAS, on August 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 July 30, 2019 for Case 2019-1265 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, **R&C SERVICES, LLC** appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 158 AB East Cohea Street for the sum of \$4,496.00; and

WHEREAS, **R&C SERVICES, LLC** has a principal office address of 987 Gore Road Jackson, Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&C SERVICES, LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 158 AB East Cohea Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,496.00 shall be paid to **R&C SERVICES, LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item
#28
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **05/11/2020**
 DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.	
5.	Schedule (beginning date)	To be determined pending execution of contracts.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT	
8.	COST	\$4,496.00	
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____	

Department of Planning and Development



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: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with GRANDERSON, RAYMOND/dba/R&C SERVICES, LLC for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2019-1265.

Thank you for your prompt consideration.

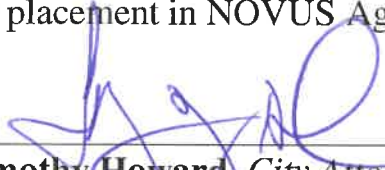
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
CW

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1265- 158 AB EAST COHEA STREET- \$4,496.00- WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CW

 5/20/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1264 – 135 EAST COHEA STREET – \$4,154.00 – WARD 7

WHEREAS, on August 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 July 30, 2019 for Case 2019-1264 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, **R&C SERVICES LLC** appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 135 East Cohea Street for the sum of \$4,154.00; and

WHEREAS, **R&C SERVICES LLC** has a principal office address of 987 GORE ROAD JACKSON, MISSISSIPPI 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&C SERVICES LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 135 East Cohea Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,154.00 shall be paid to **R&C SERVICES LLC** for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **05/11/2020**
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT			
8.	COST	\$4,154.00			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with GRANDERSON, RAYMOND/dba/R&C SERVICES, LLC for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2019-1264.

Thank you for your prompt 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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1264- 135 EAST COHEA STREET- \$4,154.00- WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch

5/20/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1268 – 333 AB MCKEE STREET – \$5,815.00 – WARD 7

WHEREAS, on August 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 July 30, 2019 for Case 2019-1268 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, **R&C SERVICES LLC** appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 333 AB Mckee Street for the sum of \$5,815.00; and

WHEREAS, **R&C SERVICES LLC** has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&C SERVICES LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 333 AB Mckee Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,815.00 shall be paid to **R&C SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda
Item #30
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/11/2020

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	WARD 7			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT			
8.	COST	\$5,815.00			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDS (001-444.70-6485)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___



MEMORANDUM

TO: Jordan Hillman,
Deputy Director Planning and Development

FROM: Community Improvement Division

DATE: May 11, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with GRANDERSON, RAYMOND/dba/R&C SERVICES, LLC for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2019-1268.

Thank you for your prompt 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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1268- 333 AB MCKEE STREET- \$5,815.00- WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch

5/20/20

Date

OFFICE OF THE CITY ATTORNEY
Cc

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; 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 #2019-1161 – 160 WHITFIELD STREET – \$5,775.00 – WARD 7

WHEREAS, on July 23, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 18, 2019 for Case 2019-1161 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, **R&C SERVICES LLC** appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 160 Whitfield Street for the sum of \$5,775.00; and

WHEREAS, **R&C SERVICES LLC** has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **R&C SERVICES LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 160 Whitfield Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,775.00 shall be paid to **R&C SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item
#31
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **05/11/2020**
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$5,775.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

Department of Planning and Development



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: May 11, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with GRANDERSON, RAYMOND/dba/R&C SERVICES, LLC for the demolition and removal of structural (s), foundation, steps, driveway, 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 #2019-1161.

Thank you for your prompt 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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1161- 160 WHITFIELD STREET- \$5,775.00- WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ca

5/20/20

Date

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING MARTIN LUTHER KING, JR. DRIVE
FROM FORTIFICATION STREET TO COHEA STREET TO LAWRENCE TURNER DRIVE

WHEREAS, Mr. Lawrence Turner is a pillar of the community and long respected business leader in Jackson, Mississippi, made his earthly transition recently; and

WHEREAS, Mr. Lawrence Turner served as a member of the Historic Preservation Board for the City, and was active in Church, school, and other civic affairs; and

WHEREAS, Mr. Lawrence Turner and his humanitarian efforts in the City of Jackson, deserve recognition by the honorary renaming of this Street portion in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Martin Luther King, Jr. Drive from Fortification Street to Cohea Street to Lawrence Turner Drive.

SO ORDAINED, this the _____ day of June,. 2020.

Agenda Item No.
Date: June 9, 2020
BY: STOKES

32

ORDINANCE AMENDING SECTION 26 ARTICLE IX OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING LANDSCAPING AND TREE STANDARDS

OFFICE OF THE CITY ATTORNEY
6/2/20
AK

WHEREAS, Section 26 of the Code of Ordinances of the City of Jackson, Mississippi, establishes landscaping and tree standards for development; and

WHEREAS, the City of Jackson finds it necessary to amend the landscaping and tree standards to accommodate more flexibility in new construction and redevelopment; and

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 26-448 of the Code of Ordinances of the City of Jackson Mississippi definition of “Vehicular Use Area”, is hereby amended to read as follows:

Vehicular use area means that area of development subject to vehicular traffic including access ways, loading and service areas, areas used for parking, storage or display of vehicles, boats or portable construction equipment, and all land which vehicles cross over as a function of primary use.

SECTION 2. Section 26-449 (b) of the Code of Ordinances of the City of Jackson Mississippi is hereby amended to read as follows:

As to new developments and vehicular use areas, a common development which includes more than one lot shall be treated as one lot for the purposes of satisfying this article. Split ownership, planning in phases, construction in stages, and/or multiple building permits for a project shall not prevent it from being a common development as referred to in this subsection. The final project shall comply with this article.

SECTION 3. Section 26-446-467 of the Code of Ordinances of the City of Jackson Mississippi is hereby amended to read as follows:

Sec. 26-464 – Materials for vehicular use areas.

The following standards apply to vehicular use areas:

- (1) Parking surfaces shall be kept in good repair at all times. The parking surface shall not be allowed to degenerate to a point of disrepair where there is loose gravel or potholes, or to a condition where mud or gravel may be tracked onto the street.
- (2) In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface included but not limited to concrete, asphalt, pavers, or compacted crushed stone. Alternatives to the specified all-weather surface may be provided, subject to approval by the city engineer.
- (3) Driveway aprons and approaches shall be paved with concrete or asphalt. Alternatives to the specified driveways and approaches surface may be provided, subject to approval by the city engineer if the surfaces provides results equivalent to paving.

Intro to Ordinance #33
June 9, 2020

- (4) Accessible parking spaces and associated pathways shall be paved with a hard surface material meeting the standards required by the Americans with Disabilities Act

Sec. 26-466. - Variances.

- (a) Required circumstances. Where there are unusual circumstances peculiar to the site being developed and where a literal application of specific provisions of this article would unnecessarily restrict the development of a site and result in hardship to the owners or other interested persons, a variance from specific provisions of this article may be requested.
- (b) Application; contents; required demonstration. The application requesting a variance from the requirements of this article shall include a description of the property, the exact nature of the proposed variance, and the grounds upon which it is requested. The applicant shall further demonstrate that the granting of such variance will not adversely affect the properties nor otherwise be detrimental to the public welfare.
- (c) Filing; recommendation of landscape architect to construction board of adjustment and appeals; consideration by board. The application shall be filed with the zoning administrator, or designee, for the city. Upon receiving an application for a variance, where all required information is supplied, the zoning administrator, or designee, shall make a recommendation within ten working days and forward the application to the construction board of adjustment and appeals for their consideration. Within ten working days after the board's receipt of a recommendation by the zoning administrator, or designee, the board shall meet to consider the request.
- (d) Grant or denial. Within ten working days after the board's meeting, the board shall grant or deny the variance in whole or in part. If the board fails to take action on the request for the variance within the specified time period, such inaction shall be deemed to grant the variance. Every decision of the board shall be final, subject, however, to such remedy as any aggrieved party may have at law or in equity.

Sec. 26-467. - Enforcement.

Violation by any person of the provisions of this article or failure to comply with any of its requirements, after written notification by the zoning administrator, or designee, of the city of the type, nature, and extent of the violation of this article, shall upon conviction thereof, constitute a misdemeanor.

Any person who violates the provisions of this article or fails to comply with any of its requirements within days after having been duly notified in writing, by certified mail, return receipt requested, by the zoning administrator, or designee, of the city shall upon conviction thereof, be fined not more than \$1,000.00. Each day such violation continues shall be considered a new and separate offense. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

Secs. 26-469—26-490. - Reserved.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

SECTION 3. The preceding amendments and revisions to the Section 26 of the Code of Ordinances, City of Jackson, Mississippi, shall be published and effective 30 days after passage.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 12-20-19

	P O I N T S	C O M M E N T S
1.	Brief Description	ORDINANCE AMENDING SECTION 26 ARTICLE IX OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING LANDSCAPING AND TREE STANDARDS
2.	Purpose	To create greater flexibility in parking lot surface materials to better support development needs.
3.	Who will be affected	All projects in the City of Jackson
4.	Benefits	Removes costly barriers to incremental reuse/redevelopment and expansion projects
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: ▪ City Department ▪ Consultant	Office of Planning Development
8.	COST	No Cost
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	
10.	EBO participation See attached sheets from Vendors	ABE _____% WAIVER yes ___ no ___ N/A <u> X </u> AABE _____% WAIVER yes ___ no ___ N/A <u> X </u> WBE _____% WAIVER yes ___ no ___ N/A <u> X </u> HBE _____% WAIVER yes ___ no ___ N/A <u> X </u> NABE _____% WAIVER yes ___ no ___ N/A <u> X </u>



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Jordan Rae Hillman, AICP, Director

Date: May 20, 2019

Subject: Amendments to Landscape and Tree Standards Ordinance

The above ordinance makes minor modifications to the Landscape and Tree Standards ordinance to create more flexibility in vehicular use area (parking lot) materials. The current ordinance left no flexibility for phasing of a project or for the use of alternative all weather materials like compacted crushed stone.

It does include language to further indicate that while flexibility is created the surface still has to be solid enough to not create dust or allow tracking of materials off site and driveway aprons/approaches must still be paved with concrete or asphalt to create a clean and uniform look from right-of-way. ADA requirements still require that accessible parking spaces and pathways be surfaced in a manner for accessibility accommodations.

This is the main language inserted into the ordinance:

The following standards apply to vehicular use areas:

- (1) Parking surfaces shall be kept in good repair at all times. The parking surface shall not be allowed to degenerate to a point of disrepair where there is loose gravel or potholes, or to a condition where mud or gravel may be tracked onto the street.
- (2) In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface included but not limited to concrete, asphalt, pavers, or compacted crushed stone. Alternatives to the specified all-weather surface may be provided, subject to approval by the city engineer.
- (3) Driveway aprons and approaches shall be paved with concrete or asphalt. Alternatives to the specified driveways and approaches surface may be provided, subject to approval by the city engineer if the surfaces provides results equivalent to paving.
- (4) Accessible parking spaces and associated pathways shall be paved with a hard surface material meeting the standards required by the Americans with Disabilities Act

In a time of redevelopment, flexibility in parking lot surfaces can often make or break a project. This also creates flexibility for more creative storm water solutions and permeable paving options.


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
GM
6/2/20
CV

OFFICE OF THE CITY ATTORNEY

This ORDINANCE AMENDING SECTION 26 ARTICLE IX OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING LANDSCAPING AND TREES STANDARDS is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CB

6/2/20

Date

MARK UP VERSION
New = Underline
Removed = ~~Strike through~~

ARTICLE IX. - LANDSCAPING AND TREE STANDARDS^[10]

Sec. 26-446. - Title of article.

This article shall be known as the landscape and tree ordinance for the city.

Sec. 26-447. - Purpose of article.

The purpose of this article is to protect and to promote the public health, safety and general welfare of the citizens of the city; to provide landscaping and tree requirements to protect the public from the effects of erosion, flooding and obscuration of vehicular and pedestrian traffic; to aid in stabilizing the environment's ecological balance by contributing to the processes of energy and soil conservation, air purification, oxygen regeneration, wastewater neutralization, groundwater discharge, and stormwater runoff retardation, while at the same time aiding in noise, glare and heat abatement; to ensure that the local stock of native trees and vegetation is replenished; to assist in providing adequate light and air and in preventing overcrowding of land; to provide visual buffering and to enhance the beautification of the city; to safeguard and to enhance property values and to protect public and private investment; to preserve and protect the unique identity and environment of the city; and to preserve the economic base attracted to the city by such factors.

Sec. 26-448. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessway means an area intended to provide entrance or exit for vehicular traffic from a public or private right-of-way to an off-street parking or loading area.

Berm means mounds or walls of earth that are molded into landforms in a landscaped area. When berms are used for screening, buffering or any other purpose, the berm shall be constructed such that soil erosion is prevented and sight triangles are unobstructed. The surface of the berms shall be completely covered with plant material or durable mulch so that the bare soil is not visible. Allowance for soil settlement shall be calculated at ten percent after the berms are compacted.

Buffering means the use of landscaping, berms, walls, fences or any combination thereof, that at least partially block, in a continuous manner, the view from one area to another.

Clearing means the removal or material damage of landscape materials by disturbing, excavating or removing the underlying soil.

Common development means a commercial development consisting of three or more businesses, which operates as a unit and shares common access and common parking areas; or a multifamily residential development consisting of three or more residences which operate as a unit and share common amenities.

Deciduous means or refers to a plant which tends to shed its leaves each year.

Development means the act, process or result of developing; a developed site.

Dripline means the periphery of the area underneath a tree which would be encompassed by perpendicular lines dropped from the farthest edges of the crown of the tree.

Encroachment means the act of advancing beyond the usual or proper limits, as in the encroachment of a motor vehicle beyond the limits of the parking area into the landscaping.

Encroachment barrier means the protective barriers which shall be provided, positioned, and secured to prevent any part of an automobile or other vehicle from extending into live landscaping, fences, or walls. Protection for all landscaping from vehicular encroachment shall be provided by curbing, wheel stops, landscape timbers, railroad ties or bumper rails.

Evergreen means of or referring to a plant which tends to retain its leaves all yearround.

Fence means an enclosure or barrier intended to mark a boundary, screen a view, or prevent intrusion.

Front building line means a building wall fronting on the street. Such building wall line shall follow and include the irregular indentations of the building. Steps and unenclosed porches shall be excluded for the purpose of this article.

Grass means low growing plants which creep along the earth surface to form a solid mat or lawn. Only perennial grasses (those which live for more than one growing season) shall qualify to satisfy the requirements of this article.

Groundcover means low growing plants which grow in a spreading fashion to form a more or less solid mat of vegetation, and which are generally included in landscaped areas to prevent soil erosion by providing permeable cover for bare earth.

Hedge means shrubs planted in a continuous line which will block at least 80 percent of a view in a maximum of two growing seasons after installation.

Interior landscaped area means that area inside the perimeter of a site which is permeable and capable of being planted with live landscape materials.

Irrigation means an adequate supply of water which can be made available to landscape plant materials including, but not limited to, underground sprinkler systems or hose bibs.

Landscape material means plant materials including, but not limited to, live trees, shrubs, groundcovers, grass, flowers, and native landscape materials; also including, but not limited to, inorganic features such as planters, stone, brick, and aggregate forms, water, and other landscape elements when used to enhance live plant materials; provided, however, that the use of inorganic materials or grass in combination with inorganic materials shall not predominate over the use of live, organic plants. Artificial plants do not qualify as landscape material.

Landscape permit means a permit issued by the planning and development department, building permit division prior to the clearing and development of all land located within the city as outlined in section 26-449.

Landscaped area means that area within the boundaries of a given site which is devoted to and consists of landscape material.

Large tree means an evergreen or deciduous upright woody perennial plant having a single main stem or several main stems, which is a minimum of eight to ten feet overall height at the time of planting and which attains a minimum height of 15 feet and a maximum height of generally more than 30 feet with few or no branches on its lower part.

Owner means the person who has legal title to the property in question; or lessee, agent, employee or other person acting on behalf of the titleholder with written authorization to do so.

Perimeter landscape area means that area surrounding the vehicular use area which is devoted to and consists of landscape materials.

Refuse storage means any area used for the storage of trash or garbage. No refuse storage shall be permitted as part of the landscaped area, but refuse storage is otherwise permitted adjacent to vehicular use areas.

Remodeling means the act of reconstructing a building or site for the purpose of making improvements. Any change or modification in existing exterior construction.

Screening means landscaping, berms, fences, walls, or any combination thereof used to block or significantly obscure, in a continuous manner, the view from one area to another.

Shrub means woody or semiwoody perennial plants that are customarily included in landscape designs to provide for lower scale buffering and visual interest.

Sidewalk means a hard-surfaced, all-weather area of a minimum of four feet in width designed for the convenience of pedestrian access, which is normally located immediately within the public right-of-way.

Sight triangle means the area on either side of an accessway at its junction with a street forming a right triangle shape within which clear visibility of traffic and pedestrians shall be maintained.

Soil means the medium in which plants will grow.

Small tree means an evergreen or deciduous upright woody perennial plant having a single main stem or several main stems, which is a minimum of six to eight feet overall height at the time of planting and which attains a minimum height of 15 feet and a maximum height of 30 feet generally with few or no branches on its lower part.

Turf means low growing perennial grasses which creep along the earth's surface to form a solid mat or lawn.

Value means that determined as the true value as provided by the tax assessor for tax purposes, or the property owner may provide a current appraisal from a certified licensed appraiser.

Vehicular use area means that area of development subject to vehicular traffic, ~~which is required to be a hard-surfaced, all-weather area,~~ including access ways, loading and service areas, areas used for parking, storage or display of vehicles, boats or portable construction equipment, and all land which vehicles cross over as a function of primary use.

Vines means herbaceous or semiwoody plants requiring support upon which to grow and used to provide some screening or buffering effects.

Wall means an enclosing structure made of brick, stone, earth or other materials intended to mark a boundary, screen a view, or prevent intrusion.

Walkway means a hard-surfaced, all-weather area intended for pedestrian circulation within a development.

(Ord. of 1-3-95, § 3)

Cross reference— Definitions generally, § 1-2.

Sec. 26-449. - Applicability of article; exemptions from article.

- (a) Except as otherwise provided in this section, this article shall apply to all land located in the city. This article shall remain and continue with any and all subsequent owners.
- (b) As to new developments and vehicular use areas, a common development which includes more than one lot shall be treated as one lot for the purposes of satisfying this article. Split ownership, planning in phases, construction in stages, and/or multiple building permits for a project shall not prevent it from being a common development as referred to in this subsection. ~~Each phase of a phased project shall comply with this article.~~ **The final project shall comply with this article.**
- (c) Any development or vehicular use area in existence before the adoption of this article shall comply with the requirements set forth in this subsection under any of the following circumstances:
 - (1) Any change requiring a 30 percent or more increase in the number of parking spaces.
 - (2) Reconstruction, renovation or remodeling which increases the square footage of a development by more than 50 percent, or the construction cost of which exceeds 50 percent of the value of the existing development.
 - (3) For purposes of subsections (c)(1) and (c)(2) of this section, a common development shall be considered as a whole rather than as individual properties.
 - (4) Any vehicular use area zoned C-4 central business district, in existence as of January 3, 1995, without a hard, all-weather surface, shall conform to the definition of a vehicular use area within a period of three years from the adoption of this section. The construction board of adjustment and appeals may grant a one time extension of up to two years, and such extension shall not be unreasonably withheld.
 - (5) Any vehicular use area zoned C-4 central business district, in existence as of January 3, 1995, which violates or does not conform to the provisions of this article, shall conform to the provisions within a period of five years from January 3, 1995.

- (6) Any refuse area in existence on January 3, 1995, which violates or does not conform to the provisions of this article, shall conform to the provisions within a period of one year from January 3, 1995.
- (d) *Exemptions.* These exemptions shall not apply to the following:
- (1) Building permits for a conventional single-family detached dwelling.
 - (2) Building permits for buildings located on property zoned C-4 central business district.
 - (3) Building permits for buildings less than 100 square feet on an out-parcel within a shopping center.
 - (4) Clearing of trees for forestry or agricultural purposes.
 - (5) Building permits for the restoration of a building when restoration is required, as a result of damage and/or destruction by fire or natural causes, of less than 60 percent of its current market value and provided said permit is applied for within 12 months of the occurrence of fire or natural causes.
 - (6) Building permits for restoration of buildings identified as a landmark, or on a landmark site, or within a historic preservation district, pursuant to chapter 70 of this Code.
 - (7) Multi-storied or covered parking structures shall be exempted from providing interior landscaping.
 - (8) Property located in an industrially zoned district except for those properties with identified land uses in the commercial zoning districts is exempt from the requirements of section 26-461 of this Code.
 - (9) Vehicular use areas zoned C-4 central business district is exempt from the requirements of sections 26-456, 46-460, 26-461, and 26-463 of this Code.

(Ord. of 1-3-95, § 4; Ord. No. 2018-14(3), § 4, 5-21-18)

Sec. 26-450. - Minimum requirements.

The provisions of this article are for the promotion of the public health, safety, morals and general welfare for the city and are considered to be minimum requirements. Wherever the requirements of any other lawfully adopted rules, regulations, ordinances, and deed restrictions or covenants filed of record are not in conflict with the intent and purpose of this article, but impose more restrictive or higher standards, the more restrictive or higher standards shall govern.

(Ord. of 1-3-95, § 17)

Sec. 26-451. - Enforcement of article; penalty for violation of article.

- (a) Violation by any person of the provisions of this article or failure to comply with any of its requirements, after written notification by the landscape architect of the city of the type, nature, and extent of the violation of this article shall, upon conviction, constitute a misdemeanor.
- (b) Any person who violates the provisions of this article or fails to comply with any of its requirements within 90 days after having been duly notified in writing, by certified mail, return receipt requested, by the landscape architect of the city, shall, upon conviction, be fined not more than \$1,000.00. Each day such violation continues shall be considered a new and separate offense. Nothing contained in this section shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. of 1-3-95, § 18)

Sec. 26-452. - Tree credit.

- (a) Preservation of existing live natural trees between the principal building and the public street right-of-way can be credited towards the tree planting requirements of this article according to the following ratio: The number of credited trees shall be determined by measuring, at a height 4½ feet above grade level, the circumference (in inches) of each preserved tree, and dividing the sum by six. To be included in the computation for credit for preserved trees, each preserved tree must be at least 12 inches in caliper; however, any existing tree less than 12 inches in caliper but meeting the minimum planting size requirements of this article, may be credited for one required tree. Credited trees shall be uniformly encircled by a protected ground area of sufficient size to ensure the health of the tree. During any construction on the site, the protected ground area shall be clearly marked in the field.
- (b) No credit will be allowed for any tree proposed to be retained if there is any encroachment within the protected ground area defined by a circle which has as its center the trunk of the tree, or if the tree is unhealthy or dead. If any preserved tree being used for credit dies or fails to thrive, the owner shall plant new trees equal to the number of credited trees. Such replacement plantings shall meet the requirements of this article.
- (c) In no case shall credits for preserved trees eliminate the requirement that the front setback shall contain at least one natural tree.

(Ord. of 1-3-95, § 5)

Sec. 26-453. - Plan approval; conditional occupancy.

- (a) The clearing from any site included under section 26-449 of live natural trees eligible for credit under section 26-452 is prohibited unless a permit for such clearing has been issued. Prior to the issuance of any permit on any site covered by this article, an application fee of \$35.00 and three copies of a landscape plan shall be submitted to and approved by the building permit division of the city, after review and approval by the zoning administrator,

or designee of the city. The zoning administrator, or designee, shall act upon the landscape plan within five working days of its submission, or the landscape plan shall be deemed approved. The landscaping plan shall contain the following information: The date, scale, north arrow, title and name of the property owners; the approximate location of existing boundary lines; setback lines; rights-of-way; dimensions of the building coverage, existing and proposed; and location of existing and proposed streets, parking spaces and driveways; the location and size of paved and landscape areas, in square feet; the location, number, size and botanical or common name of proposed landscape material; the centerline of adjacent streets; the zoning of the site and adjacent properties; location of available water for irrigation; existing and proposed utilities overhead and underground (gas, telephone, water, sewer, cable, etc.); any existing trees of 12 inches in caliper or larger, as measured 4½ feet above grade level; and whether they are to be removed. No permit shall be issued unless such landscape plan complies with the provisions of this section. A certificate of occupancy shall not be permitted until landscaping is complete, and it shall be unlawful to occupy or use the premises or a vehicular use area unless the landscaping is installed in accordance with the approved landscape plans and the requirements of this section.

- (b) The building permit division may allow conditional occupancy valid for a period of 30 days with extensions not to exceed an accumulation of 180 days if all of the following conditions exist:
- (1) Except for the completion of landscaping installation, occupancy would normally be allowed.
 - (2) Completion of the required landscaping before a permanent certificate of occupancy is issued would result in hardship to the applicant, as applied in this case.
 - (3) At the time the conditional occupancy is requested, the developer/owner shall make financial arrangements (by bonds, certificate of deposit, or letter of credit) satisfactory to the city in the amount of \$3.00 per square foot of required landscaping not yet in place to ensure that it shall be installed. Any owner/developer wishing to make such financial arrangements must also grant the city access to the land to install or complete the required landscaping in the event the landscape installation has not been completed at the end of the required extension period. Such financial arrangements shall be released when the required landscaping is completed.

(Ord. of 1-3-95, § 6; Ord. No. 1996-17(3), § 1, 2-27-96)

Sec. 26-454. - Installation and maintenance of landscaping.

All landscaping shall be of nursery stock quality and shall be installed in a sound workmanlike manner and according to accepted good planting procedures. All landscaping shall be adaptable to climate conditions of the area, and consideration shall be given to not planting large trees near utilities. All landscaping shall be maintained in good condition and in accordance with all provisions of this article as follows:

- (1) All landscaping shall present at all times a healthy, neat, clean, orderly, disease-free and pest-free appearance.
- (2) All landscaping soil and fill shall be free from weeds, refuse, and debris at all times.
- (3) Landscaping elements such as walls and fences shall be constructed in a sound workmanlike manner with adequate support or footings and shall be repaired or replaced as needed to preserve an attractive appearance and to function as intended.
- (4) Any dead plant material or material which fails to show healthy growth must be removed within 30 days.
- (5) Replacement of removed plant material must take place within 90 days of removal or notification by the city, whichever occurs first.
- (6) Any replacement plant material must meet the size and other characteristics of newly planted material as required in this article.
- (7) Maintenance of all landscaping is the responsibility of the owners, jointly and separately.
- (8) Trees and large shrubs shall be adequately supported as necessary, using stakes and guys. Such supports shall be designed so as to protect trees and shrubs from injury. Trees and shrubs shall be fastened to the supports with an acceptable commercial tree tie of plastic or hose covered wire.
- (9) Any landscaped area required by this article shall not be encroached upon by any type of vehicle. All landscaped areas must be protected by an encroachment barrier. A vehicle may overhang a landscaped area provided that a minimum width of three feet in landscaped area remains.
- (10) The maximum growth height of any landscaping within the sight triangle shall be three feet in height.

(Ord. of 1-3-95, § 7)

Sec. 26-455. - Landscaping and sidewalks within street rights-of-way.

Owners are encouraged to landscape and to maintain the area within the nonpaved street right-of-way abutting their land; provided, however, that:

- (1) Although the city shall adhere to a general policy of preservation of any such landscaping, the city shall not be responsible or liable in the event any landscaping is required to be removed.
- (2) Any landscaping in a street right-of-way shall not impede or obstruct visibility of any vehicles.
- (3) Any underground sprinkler systems, planters or other permanent structures placed in the right-of-way shall require a license agreement with the city.

- (4) No landscaping shall be placed in an area of right-of-way where a capital improvement project has been funded for such location, unless and until such project has been completed.

(Ord. of 1-3-95, § 8)

Sec. 26-456. - Vehicular use areas—Interior requirements.

The following requirements shall apply to the interior areas of vehicular use areas:

- (1) Such landscaped areas shall be located in such a manner as to divide and break up the expanse of paving. Each unused space resulting from the design or layout of parking spaces, which is over 24 square feet in area, shall be landscaped.
- (2) The planting of one tree shall be required for every 20 interior parking spaces. All newly planted trees shall be planted in a permeable area of at least nine square feet total permeable area for small trees and 36 square feet total permeable area for large trees, except additional permeable area may be required by the city if necessary to ensure adequate growth. See section 26-460.

(Ord. of 1-3-95, § 9)

Sec. 26-457. - Same—Perimeter requirements for land not zoned C-4 central business district.

A landscaped buffer of at least five feet in width consistent with the requirements of subsection 26-454(9) shall be installed around the perimeter of all vehicular use areas, except as provided in section 26-459. The planting of one large tree shall be required, in accordance with the provisions of this article, every 50 linear feet or fraction thereof, or one small tree every 35 linear feet or fraction thereof within the perimeter landscaped area. The remainder of the perimeter landscaped area shall include landscape materials.

(Ord. of 1-3-95, § 10.01)

Sec. 26-458. - Same—Requirements for land zoned C-4 central business district.

A landscaped buffer of at least four feet in width consistent with the requirements of section 26-454(9) shall be installed along the street frontage (corner lots are treated as having two street frontages) of all vehicular use areas. In addition, the planting of one large tree shall be required, in accordance with the provisions of this article, every 40 linear feet or fraction thereof, or one small tree every 35 linear feet or fraction thereof along a vehicular use areas street frontage. As an alternative to the above an owner/developer may provide interior landscaping as follows:

- (1) Such landscaped areas shall be located in such a manner as to divide and break up the expanse of paving. Each unused space resulting from the design or layout of parking spaces, which is over 24 square feet in area, shall be landscaped.

- (2) The planting of one tree shall be required for every 20 interior parking spaces. All newly planted trees shall be planted in a permeable area of at least nine square feet total permeable area for small trees and 36 square feet total permeable area for large trees, except additional permeable area may be required by the city if necessary to ensure adequate growth.
- (3) Interior landscaping shall be concentrated in one location or dispersed throughout the site.

However, notwithstanding the provisions of this section, at a minimum, all landscaping for vehicular use areas shall comprise ten percent of the site, and shall be visible from the street.

(Ord. of 1-3-95, § 10.02)

Sec. 26-459. - Front setback requirements for land not zoned C-4 central business district.

All sites to which this article applies shall provide that the front setback (corner lots are treated as having two front setbacks) or a portion thereof be landscaped as follows:

A minimum landscaped area of ten times the length of the right-of-way in square feet is required. A minimum of five feet width and a maximum of 25 feet of the front setback, as required by the city zoning ordinance, shall be the required landscaped area under this section. Accessways are not calculated as part of the landscaped area. The landscaped area shall be immediately adjacent to the public right-of-way or the proposed public right-of-way if the site is designated for improvements as priority I or II in the city's 2010 arterial and collector street plan or designated in the city's capital improvements plan. The landscaped area shall contain a minimum of one large tree per 50 linear feet of road frontage or one small tree per 35 linear feet of road frontage. Not more than 15 percent of the total landscaped area shall be an impervious surface, which shall be allowed only for landscape amenities such as paved walks, walls, fountains, signs, public art, etc. The landscaped area shall not be encroachable by vehicles except as specified in subsection 26-454(9).

(Ord. of 1-3-95, § 11)

Sec. 26-460. - Composite site requirements.

If all landscape requirements described in sections 26-446—26-459 are met, and the total square footage of the landscaped areas do not equal ten percent of the total site, additional landscaped areas shall be required so that a minimum of ten percent of the total site is landscaped area. Such additional landscaped area may be in the form of additional landscaped vehicular use areas, additional front setback landscaped area or foundation planting around building and structures. At a minimum, all additional landscaped areas shall be completely covered with live turf or grass.

(Ord. of 1-3-95, § 12)

Sec. 26-461. - Loading area and service landscape regulations.

Other than property located in an industrially zoned district, all loading and service areas not screened by an intervening building, established after the application of this section and all preexisting areas which are required by section 26-449 shall be screened from view from any public street right-of-way for their entire length except for necessary access. Screening for loading and service areas may be accomplished by either of the following:

- (1) A closed fence or wall which is at least six feet high and is made of the same or compatible materials, in terms of texture and quality, with the material and color of the principal building, along with additional natural evergreens, shrubs or trees so that no more than two-thirds of the surface area of the closed fence or wall is visible from the street within three years of erection of the structure; or
- (2) The screening may be accomplished with natural evergreen shrubs or trees which can be expected to reach six feet or a greater height within three years of planting.

Any natural evergreens, shrubs or trees used to fulfill these requirements shall be a minimum of three feet in height when planted, and spaced no more than four feet apart at the time of planting.

(Ord. of 1-3-95, § 13.01)

Sec. 26-462. - Refuse areas with receptacle (dumpster) regulations.

All new refuse areas with receptacles (dumpsters) shall be completely screened from the street and from adjacent properties by a solid wood or masonry fence at least six feet high and if applicable by natural plants or trees of equal minimum height, so planted as to provide maximum opacity. All refuse areas with receptacles (dumpsters) in existence at the time of the adoption of this [section] shall be completely screened from the street and from adjacent properties by a solid wood or masonry fence of at least six feet in height. No refuse receptacle shall be located in the public right-of-way.

- (1) *Applicability.* The requirements of this section shall be applicable to apartments or apartment complexes consisting of five or more living units, commercial land uses and those properties with identified land uses in the commercial zoning districts that are located within industrial zoning districts.
- (2) *Screening requirements.* All new refuse areas with receptacles (dumpsters) shall be completely screened from adjacent properties by an enclosure that is at least six feet high and is completely enclosed on four sides with one of the sides being a gate. Those receptacle enclosures located in front of buildings shall be required to be landscaped. A building permit must be obtained prior to the construction and/or installation of the enclosure and subject to the regulations in this section.
- (3) *Receptacle (dumpster) location and service access areas.* The location and placement of the receptacle shall not be in the public right of way or in a manner that the service vehicle will block any street, public alley or that negatively impacts adjacent

properties. The location and placement of dumpsters and enclosures shall be planned and constructed in a manner that allows unobstructed access to each dumpster and the unobstructed opening of the gates during the disposal process.

(4) *Construction requirements.*

- a. Enclosures shall be constructed of walls or fences of wood or plastic lumber, (finished) masonry units, (finished) concrete, corrugated steel or any combination of these elements. The materials used shall be compatible with those of adjacent or surrounding buildings or structures and may be used in any combination of the enclosure materials listed above. The enclosure shall be constructed in such a manner that all structural members, including braces, posts, poles and other projections, shall be on the interior side. The enclosures shall be of a material and color the same or similar to the existing principal structure.
 1. *Wood lumber.* Wood fences shall be pressure treated or have a finish that protects the wood from the elements. The boards shall be a minimum of one inch by six inch and shall have a maximum spacing between boards of one inch.
 2. *Plastic lumber.* Lumber shall be plastic members of new or recycled materials that are able to withstand the climatic and ultraviolet conditions of the area. The boards shall be a minimum of one inch by six inch and shall have a maximum spacing between boards of one inch.
 3. *Masonry walls.* All exterior faces of walls shall have a finish such as stucco, pre-finished block, painted or similar, installed according to industry standards and meeting with the approval of the building official or his/her designee.
 4. *Concrete walls.* Pre-cast or poured concrete walls shall have decorative textured finish of a quality acceptable to the building official or his/her designee.
 5. *Corrugated steel.* Panels should be a minimum of 30 gauge shall have a maximum spacing between panels of one inch.
- b. The enclosure shall fully enclose the receptacle (dumpster) and shall not exceed eight feet.
- c. All enclosures shall have pedestrian and service access gates and their construction shall be of sturdy metal frame and hinges with an opaque facing material. The gates shall be constructed with commercial grade hinges, poles and hasps.
 1. Enclosures shall have double gates with an approved latch.
 2. Enclosures with gates that swing out from the dumpster shall be set back from the property line at least a distance equal to the width of the gate.

- d. All new developments shall have bollards placed around the area of the dumpster to protect the enclosure from being hit during the emptying process, preserve the life and aesthetics of the enclosure and to prevent gates from swinging open into traffic.

(5) *Maintenance.*

- a. Dumpsters shall remain inside the enclosure at all times except during the scheduled collection periods.
- b. Approved enclosures shall be maintained in good condition and appearance at all times.
- c. Gates and latches shall be kept fully operable and shall be closed except during scheduled collection periods.

(Ord. of 1-3-95, § 13.02; Ord. No. 2018-14(3), § 13.02, 5-21-18)

Sec. 26-463. - Transitional landscaped areas.

It is recognized that certain land uses, because of their character and intensity, may have an adverse impact on less intensive adjacent uses. The purpose of this section is to establish minimum landscaping requirements between certain uses that will help mitigate negative impacts that could constitute a nuisance due to noise and lights. Buffers shall be required in accordance with Table 1 when any use is being developed abutting an existing developed lot or vacant lot. Buffer requirements include a minimum distance separation from the property line and required planting of trees and shrubs within the buffer. Buffering between uses shall not be required within the C-4 Central Business District.

One hundred percent of the applicable buffer requirements shall be the responsibility of the developing land use, except when a residential or institutional use is developed abutting an existing more intensive use developed prior to the approval of this ordinance and for which no buffer is in place. In this case, the residential or institutional use shall be responsible for providing a minimum of 50 percent of the required buffer of the developing tract.

If an abutting parcel contains a required buffer or screen, it shall count towards the buffer requirements of the developing property, subject to the regulations in Table No. 1. If the land use relationships between two abutting lots change so that a lesser buffer would be required under these regulations, the width of the buffer may be reduced accordingly. The width of any required buffer of 15 feet or wider may be reduced by 25 percent if a wall, fence, or berm (with approval of site plan review committee) is provided that meets the following standards:

- (1) Any fence or wall shall be a minimum of six feet and constructed in a durable fashion of brick, stone, other masonry materials, or any combination thereof as approved by the zoning administrator. A chain link fence with plastic, metal or wooden slats may not be used to satisfy the requirements of this section when abutting residential uses and districts.

- (2) Berms shall be a minimum height of four feet with a maximum slope of 3:1. Berms in excess of six feet height shall have a maximum slope of 4:1 as measured from the exterior property line. Berms shall be stabilized to prevent erosion and landscaped.

**TABLE NO. 1
REQUIRED BUFFERING CATEGORY**

Existing Abutting Uses and Districts	Single Family Use or Zoning
Developing Use	
Multifamily— Attached and multifamily in one building with more than 12 units; Planned multifamily and attached developments and manufactured housing parks	C
Institutional— <i>Low Density</i> : Civic, service and fraternal organizations, cultural facilities, Residential day care centers; group homes with more than 6 residents and nursing homes, rest homes and assisted living homes.	A
<i>Medium Density</i> : Religious institutions, up to 750 seats.	B
<i>High Density</i> : Religious institutions over 750 seats	C

CLASS A BUFFER

WIDTH	10 feet
Deciduous Shade Trees+	0
Evergreen Tree	4
Shrubs+	Continuous
6' fence+	Yes

+ Per 100 linear feet	
-----------------------	--

CLASS B BUFFER

Width	15 feet
Deciduous Shade Trees+	1
Evergreen Trees+	4
Shrubs+	Continuous
6" fence+	Yes
+ Per 100 linear feet	

CLASS C BUFFERS

	½ acre to 2.5 acres	3.0 to 5.0 acres	5.5 to 7.5 acres	8.0 and above acres
WIDTH	10 feet	15 feet	20 feet	25 feet
Deciduous Shade Trees+	0	1	1	2
Evergreen Trees+	3	3	4	6
Shrubs+	4	4	4	6
6' fence+	Yes	Yes	Yes	Yes
+Per 100 Foot Linear Foot				

Evergreens shall be a minimum height of six feet at the time of installation. Deciduous trees shall be between six and eight feet in height. Proposed trees shall be grouped and staggered to present a natural appearance. Existing trees may count towards the deciduous shade trees per 100 linear feet requirement. In addition, a continuous evergreen hedge and solid wood or masonry fence of at least six feet high, shall be placed and maintained adjacent to the lot line. This buffer shall be installed in its entirety during construction of the residential units or the institutional use.

(Ord. of 1-3-95, § 14; Ord. No. 2005-9(3), § 1, 1-18-05)

Sec. 26-463.1. - Alternative buffer and screening requirements.

In the event that the unusual topography or elevation of a development site, the size of the parcel to be developed, the soil or other sub-surface condition on the site, or the presence of required buffer or screening on adjacent developed property would make strict adherence to the requirements of Section 14 serve no meaningful purpose or would make it physically impossible to install and maintain the required buffer or screen, the zoning administrator may alter the requirements as long as the existing features of the development site comply with the spirit and intent. Such an alteration may occur only at the request of the property owner, who shall submit a plan to the zoning administrator showing existing site features that would buffer or screen the proposed use and any additional buffer materials the property owner will plant or construct to buffer or screen the proposed use. The zoning administrator shall not alter the requirements unless the developer demonstrates that existing site features and any additional buffer materials will screen the proposed use as effectively as the required buffer or screening. In deciding whether to approve such a plan, the zoning administrator shall consult with the director of planning and development and the staff landscape architect.

Sec. 26-464 – Materials for vehicular use areas.

The following standards apply to vehicular use areas:

- (1) Parking surfaces shall be kept in good repair at all times. The parking surface shall not be allowed to degenerate to a point of disrepair where there is loose gravel or potholes, or to a condition where mud or gravel may be tracked onto the street.**
- (2) In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface included but not limited to concrete, asphalt, pavers, or compacted crushed stone. Alternatives to the specified all-weather surface may be provided, subject to approval by the city engineer.**
- (3) Driveway aprons and approaches shall be paved with concrete or asphalt. Alternatives to the specified driveways and approaches surface may be provided,**

subject to approval by the city engineer if the surfaces provides results equivalent to paving.

(4) Accessible parking spaces and associated pathways shall be paved with a hard surface material meeting the standards required by the Americans with Disabilities Act

Sec. 26-466-465. - Administrative interpretation of article.

In the event there is a question concerning the general intent or meaning of any provision of this article text, the zoning administrator, or designee, of the city shall have the right to make such administrative decisions or interpretations. Any aggrieved person may submit a written appeal of an administrative decision or interpretation to the construction board of adjustment and appeals. Said board shall affirm, reverse or modify the administrative interpretation rendered by the zoning administrator, or designee, of the city. An interpretation from which an appeal is made must be in writing, and must be in response to a written request for an administrative decision or interpretation. It is expressly intended that such administrative decision or interpretation shall in no manner be construed to permit or grant exceptions or variances to the provisions of this article. Every decision of said board shall be final, subject, however, to such remedy as any aggrieved party may have at law or in equity.

Sec. 26-465-466. - Variances.

- (a) *Required circumstances.* Where there are unusual circumstances peculiar to the site being developed and where a literal application of specific provisions of this article would unnecessarily restrict the development of a site and result in hardship to the owners or other interested persons, a variance from specific provisions of this article may be requested.
- (b) *Application; contents; required demonstration.* The application requesting a variance from the requirements of this article shall include a description of the property, the exact nature of the proposed variance, and the grounds upon which it is requested. The applicant shall further demonstrate that the granting of such variance will not adversely affect the properties nor otherwise be detrimental to the public welfare.
- (c) *Filing; recommendation of landscape architect to construction board of adjustment and appeals; consideration by board.* The application shall be filed with the zoning administrator, or designee, for the city. Upon receiving an application for a variance, where all required information is supplied, the zoning administrator, or designee, shall make a recommendation within ten working days and forward the application to the construction board of adjustment and appeals for their consideration. Within ten working days after the board's receipt of a recommendation by the zoning administrator, or designee, the board shall meet to consider the request.

(d) *Grant or denial.* Within ten working days after the board's meeting, the board shall grant or deny the variance in whole or in part. If the board fails to take action on the request for the variance within the specified time period, such inaction shall be deemed to grant the variance. Every decision of the board shall be final, subject, however, to such remedy as any aggrieved party may have at law or in equity.

Sec. 26-~~466~~ 467. - Enforcement.

Violation by any person of the provisions of this article or failure to comply with any of its requirements, after written notification by the zoning administrator, or designee, of the city of the type, nature, and extent of the violation of this article, shall upon conviction thereof, constitute a misdemeanor.

Any person who violates the provisions of this article or fails to comply with any of its requirements within days after having been duly notified in writing, by certified mail, return receipt requested, by the zoning administrator, or designee, of the city shall upon conviction thereof, be fined not more than \$1,000.00. Each day such violation continues shall be considered a new and separate offense. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

Secs. 26-~~468~~ 469—26-490. - Reserved.

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

WHEREAS, the City of Jackson, Mississippi (the “City”), is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, during the 2016 Legislative Session, the Mississippi Legislature enacted House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish “Leisure and Recreation Districts” and to designate the geographic areas to be included within the district; and

WHEREAS, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district; and

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

WHEREAS, municipalities which create Leisure and Recreation Districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

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

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

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

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

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

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

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

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

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

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

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises during the District’s hours of consumption, which are during the permittees’ hours of operation.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an

overview of the policies enacted to enforce this Ordinance. The map and policies shall be provided, either in electronic or paper form, to those permittees upon their request.

7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.
8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

SECTION 5. OUTSIDE CONSUMPTION OF BEER AND LIGHT WINE PERMITTED; CONDITIONS: Within the boundaries of the District, a permittee may also allow beer and light wine to be removed from the licensed premises subject to the same regulations and Alcoholic Beverages and Wine.

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

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

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

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

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

Exhibit 1



Exhibit 2

POINT OF BEGINNING: Point of intersection of the east right-of-way line of Oxford Avenue and the south right-of-way line of Hartfield Street in the City of Jackson, Mississippi.

Thence: Run in an easterly direction along the south right-of-way line of Hartfield Street to the point of intersection with the west right-of-way line of North State Street;

Thence: Run due east to the point of intersection with the east right-of-way line of North State Street;

Thence: Run in a southerly direction along the east right-of-way line of North State Street to the point of intersection with the north right-of-way line of Duling Avenue;

Thence: Run in an easterly direction along the north right-of-way line of Duling Avenue to the point of intersection with the west right-of-way line of Old Canton Road;

Thence: Run due east to the point of intersection with the east right-of-way line of Old Canton Road;

Thence: Run in a southerly direction along the east right-of-way line of North State Street to the point of intersection with the north right-of-way line of Lakeland Drive;

Thence; Run easterly along the north right-of-way line of Lakeland Drive to the point of intersection with southeast corner of lot 2 of Riverview Park Subdivision;

Thence; Run southerly to the point of intersection with the south right-of-way line of Lakeland Drive;

Thence; Run westerly along the south right-of-way line of Lakeland Drive to the point of intersection with the east right-of-way line of Old Canton Road;

Thence; Run southerly along the east right-of-way line of Old Canton Road to the point of intersection with North State Street.

Thence: Run due west to the west right-of-way line of North State Street;

Thence: Run in a northerly direction along the west right-of-way line of North Street to the point of intersection with the south right-of-way line of Taylor Street;

Thence Run in a westerly direction along the south right-of-way line of Taylor Street to the point of intersection with the west right-of-way line of Oxford Avenue;

Thence: Run in a northerly direction along the west right-of-way line of Oxford Avenue to the point of intersection with the south right-of-way line of Hartfield Street;

Thence: Run in an easterly direction to the POINT OF BEGINNING.

And also:

POINT OF BEGINNING: Northwest corner of Lot 2 Fannie Brown Estate Survey.

Thence: Run in an easterly direction 100.36 feet;

Thence: Run in a southeasterly direction 72.6 feet;

Thence: Run in an easterly direction 99.78 feet;

Thence: Run in a northeasterly direction 159.65 feet

Thence: Run in an easterly direction 161 feet;

Thence: Run in a southerly direction 204.09 feet;

Thence: Run in an easterly direction 173.68 feet to west right-of-way line of Old Canton Road;

Thence: Run in a southerly direction along west right-of-way line of Old Canton Road 172.82 feet to the north right-of-way line of Duling Avenue;

Thence: Run in a westerly direction along the north right-of-way line of Duling Avenue to the point of intersection with the east right-of-way line with North State Street;

Thence: Run northerly along the east right-of-way line of North State Street 362.45 to the POINT OF BEGINNING.

And also:

POINT OF BEGINNING: Southwest corner of Lot 1 of the Woodland Hills Subdivision.

Thence: Run in a southerly direction along the east right-of-way line of Old Canton Road to the point of intersection with the north right-of-way line of Lakeland Drive;

Thence: Run in an easterly direction along the north right-of-way line of Lakeland Drive to the point of intersection with the southeast corner of lot 2 of Riverview Park Subdivision;

Thence: Run in a northerly direction 217.2 feet;

Thence: Run in a westerly direction 26 feet;

Thence: Run in a northerly direction 215 feet

Thence: Run in a westerly direction along the south lot lines of Woodland Hills Subdivision to the POINT OF BEGINNING.

And also:

POINT OF BEGINNING: Point of intersection of the west right-of-way line of North State Street and the south right-of-way line of Taylor Street.

Thence: Run in a westerly direction along the south right-of-way line of Taylor Street for 339.6 feet;

Thence: Run in a southerly direction 130 feet;

Thence: Run in an easterly direction 431.2 feet to the east right-of-way line of North State Street;

Thence: Run in a northerly direction along the east right-of-way line of North State Street to the POINT OF BEGINNING.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 30, 2020

DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	4, 5, 7
3.	Who will be affected	Fondren
4.	Benefits	Enhances experience of patrons, and creates ability to expand service area to accommodate more outdoor area/common space.
5.	Schedule (beginning date)	After City Council approval.
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) <ul style="list-style-type: none"> ▪ Project limits if applicable 	Ward 7
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development
8.	COST	None to City
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____


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
5/5/21
Ca

OFFICE OF THE CITY ATTORNEY

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



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney Ca

5/5/21

DATE



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Rae Hillman, AICP
Director of Planning and Development

Date: April 30, 2020

Subject: Agenda Item for City Council Meeting

This is an agenda item creating a Leisure and Recreation District (“Go Cup District”) at the Fondren. We believe this will be a benefit to the businesses within the Fondren during the reopening period after the COVID-19 Pandemic, allowing them to expand their areas of service by placing tables in outdoor areas.

On-premise retail alcohol beverage permittees are permitted to participate in Go Cup District sales and must follow the following rules:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises during the District’s hours of consumption, which are during the permittees’ hours of operation.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an overview of the policies enacted to enforce this Ordinance. The map and policies

shall be provided, either in electronic or paper form, to those permittees upon their request.

7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.
8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

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

If you have any questions please contact Jordan Hillman at jhillman@jacksonms.gov or 601-960-2004.

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

WHEREAS, the City of Jackson, Mississippi (the “City”), is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, during the 2016 Legislative Session, the Mississippi Legislature enacted House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish “Leisure and Recreation Districts” and to designate the geographic areas to be included within the district; and

WHEREAS, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district; and

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

WHEREAS, municipalities which create Leisure and Recreation Districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

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

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

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

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

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

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

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

SECTION 2. TITLE: This ordinance shall be known as **ORDINANCE ESTABLISHING BELHAVEN TOWN CENTER LEISURE AND RECREATION DISTRICT.**

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

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

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises during the District’s hours of consumption, which are during the permittees’ hours of operation.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an

overview of the policies enacted to enforce this Ordinance. The map and policies shall be provided, either in electronic or paper form, to those permittees upon their request.

7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.
8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

SECTION 5. OUTSIDE CONSUMPTION OF BEER AND LIGHT WINE PERMITTED; CONDITIONS: Within the boundaries of the District, a permittee may also allow beer and light wine to be removed from the licensed premises subject to the same regulations and Alcoholic Beverages and Wine.

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

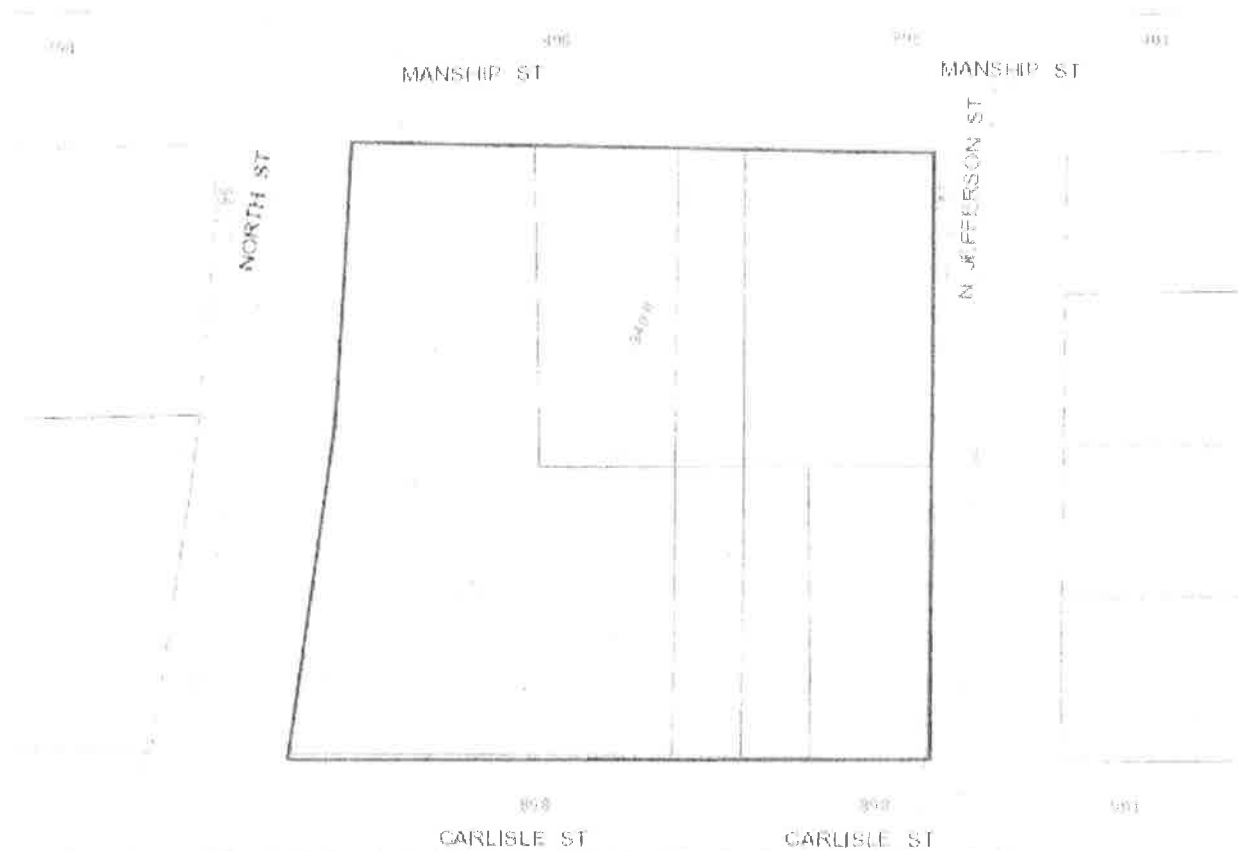
SECTION 7. RESERVATION OF RIGHTS: The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, upon at least thirty days written notice to all permittees located within the District.

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

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

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

Exhibit 1



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Exhibit 2

POINT OF BEGINNING: Point of intersection of the south right-of-way line of Manship Street and the east right-of-way line of North Street in the City of Jackson, Mississippi.

Thence: Run in a easterly direction along the south right-of-way line of Manship Street to the point of intersection of the west right-of-way line of North Jefferson Street;

Thence: Run in a southerly direction along the west right-of-way line of North Jefferson Street to the point of intersection of the north right-of-way line of Carlisle Street;

Thence: Run in a westerly direction along the north right-of-way line Carlisle Street to the point of intersection of the east right-of-way line of North Street;

Thence: Run in a northerly direction along the east right-of-way line of North Street to the POINT OF BEGINNING.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 30, 2020

DATE

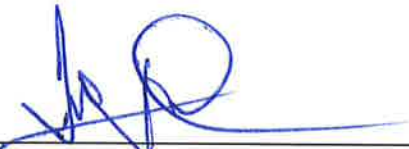
P O I N T S		C O M M E N T S
1.	Brief Description	ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 5, 7
3.	Who will be affected	Belhaven Town Center
4.	Benefits	Enhances experience of patrons, and creates ability to expand service area to accommodate more outdoor area/common space.
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning and Development
8.	COST	None to City
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

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
5/5/20 CA

OFFICE OF THE CITY ATTORNEY

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



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney CG

5/5/20

DATE



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Rae Hillman, AICP
Director of Planning and Development

Date: April 30, 2020

Subject: Agenda Item for City Council Meeting

This is an agenda item creating a Leisure and Recreation District (“Go Cup District”) at the Belhaven Town Center. We believe this will be a benefit to the businesses within the Belhaven Town Center during the reopening period after the COVID-19 Pandemic, allowing them to expand their area into the Belhaven Town Center Courtyards to allow for tables to spaced appropriately.

On-premise retail alcohol beverage permittees are permitted to participate in Go Cup District sales and must follow the following rules:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises during the District’s hours of consumption, which are during the permittees’ hours of operation.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an overview of the policies enacted to enforce this Ordinance. The map and policies

shall be provided, either in electronic or paper form, to those permittees upon their request.

7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.
8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

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

If you have any questions please contact Jordan Hillman at jhillman@jacksonms.gov or 601-960-2004.

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
TC#
6/3/21
BK

This ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH
ONSOLVE, LLC. FOR THE RENEWAL OF THE SUBSCRIPTION FOR CODE-RED
ON-DEMAND NOTIFICATION SERVICE. is legally sufficient for placement in
NOVUS Agenda.



Timothy Howard, *City Attorney*

Briana Keeler, *Deputy City Attorney* BK

6/3/21
Date

OFFICE OF THE CITY ATTORNEY
TCB
6/2/20
bc

ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH ONSOLVE, LLC. FOR THE RENEWAL OF THE SUBSCRIPTION FOR CODE-RED ON-DEMAND NOTIFICATION SERVICE.

WHEREAS, on June 2011, the City of Jackson purchased a subscription for CodeRED from Emergency Communications Network Inc; and

WHEREAS, the referenced subscription is used to support the City's emergency communications; and

WHEREAS, ONSOLVE, LLC is the sole source for this software; and

WHEREAS, the current maintenance agreement expired on June 2, 2020 and the proposed upgrade agreement to the unlimited system minutes will eliminate a \$14,500.00 rollover invoice; and

WHEREAS, ONSOLVE, LLC has proposed a three-year subscription agreement that covers the CodeRED on-demand notification service; and

WHEREAS, the need for the CodeRED subscription has been analyzed and execution of the agreement for the CodeRED subscription is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with ONSOLVE, LLC to provide a subscription for CodeRED, said subscription being provided at a cost of \$193,949.82 for a three-year period beginning on the last date of execution by both parties through June 2, 2023.

Agenda Item #38
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06-02-2020
DATE

P O I N T S		C O M M E N T S					
1.	Brief Description	CodeRED Emergency Notification System Service Agreement.					
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	Infrastructure and Transportation Quality of Life					
3.	Who will be affected	All Departments					
4.	Benefits	This agreement will provide emergency notification for the entire city. It will allow the City to alert citizens concerning emergencies.					
5.	Schedule (beginning date)	June 2, 2020					
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide					
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	City Department					
8.	COST	Total of \$193,949.82 to be paid as follows: \$63,750.00 and \$2,699.82 Due on or before June 3, 2020 \$63,750.00 Due on or before June 3, 2021 \$63,750.00 Due on or before June 3, 2022					
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Technology Fund / Computer Software Account # 004-90400-6231					
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		AABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		WBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		HBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		NABE	_____ %	WAIVER	yes ___	no ___	N/A ___

Department of Administration



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director
Department of Administration

Date: June 2, 2020

Re: CodeRED Subscription With ONSOLVE, LLC

The City of Jackson subscribed to CodeRED in June 2011. CodeRED is an emergency communication network the City uses.

CodeRED is licensed through a subscription agreement with ONSOLVE, LLC. The current agreement expires on June 2, 2020. The cost of renewal is \$63,750.00 a year for three years with a \$2,699.82 fee due on the effective date for a total of \$193,949.82.

Based on the above, the Information Systems Division recommends that the CodeRED subscription agreement be renewed.

LH/rb



ONSOLVE™

SERVICE AGREEMENT
CodeRED®
System Minutes

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of **February 18, 2020** (the "Effective Date").

SERVICE ORDER		
GSA AGREEMENT- GSA CONTRACT #GS35F0253W		
Provider Information: ("Provider")	Provider Name:	ONSOLVE, LLC
	Entity Type:	Limited Liability Company
	State of Incorporation:	Delaware
	Provider Address:	780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name:	<u>City of Jackson</u>
	Entity Type:	<u>body politic</u>
	State of Incorporation:	<u>Mississippi</u>
	Customer Address:	<u>219 S. President St Jackson, MS 39201</u>
	Business Contact/Title:	<u>Chokwe Antar Lumumba/Mayor</u>
	Phone:	<u>601-960-1084</u>
	Email:	<u>fwilson@city.jackson.ms.us</u>

Please complete below if the Primary User is different from the Business Contact

Primary User Name:	Fredrick Wilson/IT Director
Phone:	601-960-1395
Email:	fwilson@city.jackson.ms.us

Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.

Customer Invoice Name:	
Attention:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Preferred method of receiving invoices: <input type="checkbox"/> Email <input type="checkbox"/> US Mail	

DETAILED SERVICE DESCRIPTION

Initial Term (commencing on Effective Date)	Three (3) Years and one hundred six (106) Days
Renewal Term(s)	Three (3) Years
<i>If the Agreement is renewed, the first Renewal Term shall commence as of June 03, 2023</i>	
CodeRED On-Demand Notification Service – GSA Contract Items - Unlimited - System Minutes	
Annual Notification Subscription Fee:	\$45,000.00
Initial Term Cost for Notification Service:	\$148,068.74
Additional Features – GSA Contract Items	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
*Annual Foreign Message Translation Subscription Fee for up to three (3) languages, as selected on Schedule 1:	Included
Additional Features – Non-GSA Contract Items	
Annual CodeRED Weather Warning® Subscription Fee:	\$18,750.00
Annual Cost for all Additional Features:	\$18,750.00
Initial Term Cost for all Additional Features:	\$61,695.22
Annual Subtotal:	\$63,750.00
Initial Term Subtotal:	\$209,763.96

credit for amounts paid under Prior Agreement from 02/18/2020-06/02/2020: (\$15,814.14)
Initial Term Total: **\$193,949.82**

May be paid in installments:
Due on the Effective Date \$2,699.82
Due on or before 06/03/2020 \$63,750.00
Due on or before 06/03/2021 \$63,750.00
Due on or before 06/03/2022 \$63,750.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **City of Jackson, Mississippi (the "Notification Area")**
- Up to **199,999** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Notification Subscription Fee includes **Unlimited** Message Units for Notifications sent via phone, email or SMTP text.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).
- * Notwithstanding the Effective Date, the Foreign Message Translation feature will not be activated until the last date signed below on Exhibit B.

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: City of Jackson, Mississippi

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDER APPOINTING ANGELA HARRIS, MUNICIPAL CLERK, CITY OF JACKSON, MISSISSIPPI

OFFICE OF THE CITY ATTORNEY
6/13/20
TH

WHEREAS, the Municipal Clerk serves and heads the Department of Municipal Clerk as its director; and

WHEREAS, on June 9, 2020, the Mayor nominated Angela Harris to serve Municipal Clerk; and

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

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

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that Angela Harris is appointed as Municipal Clerk for the City of Jackson, Mississippi.

Agenda Item #39
June 9, 2020

ANGELA HARRIS

714 Shadow Cove Jackson, MS 39212 · 601-291-3949

angela9353@att.net

PERSONAL STATEMENT

I am goal-oriented with a strong drive for efficiency and task completion. I am an organized, honorable, dedicated and quality-focused professional who approaches tasks with tenacity and leadership. I'm seeking an opportunity to utilize my skills, knowledge and experience as the Municipal Clerk for the City of Jackson, Mississippi.

PROFESSIONAL EXPERIENCE

January 2020 – Present

Interim Chief Deputy Municipal Clerk, CITY OF JACKSON

- Provides general administrative directives to staff
- Provides positive customer service within and outside of office
- Perform duties as set forth in statutory laws of the Mississippi Code Annotated 1972 and City of Jackson Ordinances

July 2013 – January 2020

Deputy City Clerk, CITY OF JACKSON

- Prepared agendas and minutes for all regular, special and committee meetings for the City Council
- Novus Agenda coordinator
- Created meeting schedule to post all Council Committee meeting agendas and minutes on the website
- Provided assistance for municipal elections
- Processed Ad Valorem taxes
- Prepared Fund Summary for final claims docket
- Prepared notices and poll Council members for all Council meetings
- Prepared all ordinances for Municipal Code Corporation
- Provided office support for Councilman Melvin Priester, Jr.

August 2006 – January 2012

Sr. Loan Administrative Specialist, BANCORPSOUTH

- Prepared loan documents for various commercial and consumer loans
- Prepared loan packages for closings
- Opened new accounts, handled large volumes of incoming telephone calls

December 2003 – August 2006

Head Teller, BANCORPSOUTH

- Directed daily operations for retail banking, including branch cash balancing, ordering cash for branch, etc.
- Supervised day to day bank operations
- Performed monthly cash audits and branch reports
- Trained tellers on teller and branch operations

January 1997 – November 2003

Head Teller/Customer Service Manager, AMSOUTH

- Directed daily operations for retail banking, including branch cash balancing, ordering cash for branch, etc.
- Supervised day to day bank operations
- Performed monthly cash audits and branch reports
- Trained tellers on teller and branch operations
- Opened personal and business accounts
- Helped resolve customer issues as well as performed extensive research for problem resolution

EDUCATION

MAY 1990

BACHELOR OF SCIENCE, OFFICE ADMINISTRATION, JACKSON STATE UNIVERSITY

SKILLS

- Microsoft Office (Word, Power Point, Excel)
- Novus Agenda Management
- Parliamentary Procedure for Board Meetings
- Strong leadership ability, integrity, organization

CERTIFICATIONS

- Certified Mississippi Municipal Clerk (CMMC)
- International Institute of Municipal Clerks (currently enrolled)

REFERENCES

Available Upon Request

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 APPOINTING ANGELA HARRIS, MUNICIPAL CLERK, CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

6/3/20

Date

OFFICE OF THE CITY ATTORNEY
TCH
6/3/20

**ORDER RATIFYING THE SUBMISSION OF THE FY20 PWEAA
GRANT APPLICATION FOR THE PLANETARIUM
RENOVATION PROJECT**

OFFICE OF THE CITY CLERK
MWA
5/27/20

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”) and the Cultural Services Division of the Department of Human and Cultural Services are committed to the renovation of the Planetarium; and

WHEREAS, the Cultural Service Division has submitted a FY20 PWEAA grant application through the Economic Development Administration for funding for the renovation of the Planetarium in the amount of \$2,000,000.00; and

WHEREAS, the application was submitted prior to council approval due to the time sensitive nature of this CARES Act funding and the grant application deadline

IT IS HEREBY ORDERED that the submission of the FY20 PWEAA grant application through the Economic Development Administration is hereby ratified by the City Council and if awarded, the funds will be accepted from said grant opportunity.

Agenda Item #40
June 9, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/14/2020
DATE

POINTS	COMMENTS																														
1. Brief Description/Purpose	Ratifies the submission of the FY20 PWEAA grant application through the Economic Development Administration by the Cultural Services division for funding for the renovation of the Planetarium and the acceptance of said funding, if awarded.																														
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education, Neighborhood Enhancement, Economic Development, Quality of Life																														
3. Who will be affected	The City of Jackson, its citizens, students statewide, visitors & tourists																														
4. Benefits	Potential grant funding for the Planetarium.																														
5. Schedule (beginning date)																															
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																														
7. Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services																														
8. COST	\$0																														
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>																															
10. EBO participation	<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 Chokwe Antar Lumumba

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

DATE: May 14, 2020

SUBJECT: Federal Grant Application for Planetarium Renovation

This order ratifies the submission of federal EDA grant application authorized by the Mayor for renovation of the Planetarium.

It is for the following funding request:

AMOUNT
\$2,000,000.00

GRANT
FY20 PWEAA Economic Development
Administration Grant

AK/jdl

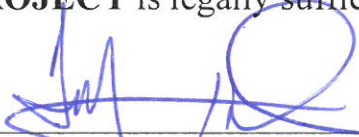
Enclosures

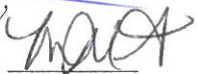
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
MLA
5/27/20
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE SUBMISSION OF THE FY20 PWEAA GRANT APPLICATION FOR THE PLANETARIUM RENOVATION PROJECT** is legally sufficient for placement in NOVUS Agenda.



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

5/27/20

Date

INITIAL RESOLUTION GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI
5/11/20
6

WHEREAS, the governing authorities of the City of Jackson, hereby finds, determines, adjudicates and declares as follows:

WHEREAS, CW Old, LLC and related companies have secured investments and financing from various investors and lenders in order to fund the rehabilitation and renovation of the Old Courthouse located on East Capitol Street, in Jackson, Mississippi, within the central business district of the City; and

WHEREAS, the Old Courthouse was originally built in 1960 and contains approximately 107,000 square feet; and

WHEREAS, the Old Courthouse has historically been used for commercial purposes, but the rehabilitation and renovation will provide for residential usage; and

WHEREAS, the rehabilitation and renovation of the Old Courthouse is scheduled to be completed in 2020; and

WHEREAS, Section 27-31-31 of the Mississippi Code of 1972, as amended, provides that “the governing authorities of any municipality are authorized, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures or improvements to or renovations of existing structures located in the designated central business district of the municipality, for a period of not more than ten (10) years from the date of the completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted”; and

WHEREAS, Section 114-4 of the Jackson Code of Ordinances provides, in part, as follows:

(a) Exemption from municipal ad valorem taxes, excluding ad valorem taxes for school purposes, shall be allowed, as hereinafter provided, for any non-residential structure comprising no less than 5,000 square feet, which is in excess of 25 years of age and was used for commercial or institutional purposes but has undergone substantial rehabilitation, renovation or replacement for residential usage.

(b) The exemption may be in an amount equal to the increase in the assessed value of the property resulting from the rehabilitation, renovation or replacement of the structure as determined by the tax assessor and shall commence upon January 1 of the year following completion of the rehabilitation, renovation or replacement. Said exemption shall last for a period of time not to exceed ten years, it being in the discretion of the city council to grant an exemption for a shorter period of time.

WHEREAS, CW Old, LLC is seeking pre-approval for an exemption from municipal ad valorem taxes in the amount of taxes from the realized increase in the assessed value of the Old Courthouse resulting from the rehabilitation and renovation for a period of not more than ten (10) years, subject to satisfaction of all requirements specified in Section 27-31-31 of the Mississippi Code of 1972, as amended, and the City of Jackson Code of Ordinances, Section 114-4; and

Agenda Item #41
June 9, 2020

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 INITIAL RESOLUTION GRANTING 225 EAST CAPITOL STREET HOTEL LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 225 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CG

5/19/20

Date

OFFICE OF THE CITY ATTORNEY
CG
5/19/20

WHEREAS, upon tenancy, the Old Courthouse property will greatly enhance the downtown Jackson environment, adding a Class A Historic Loft Apartments property with modern amenities and 103 units of luxury lofts; and

WHEREAS, in order to promote and incentivize the economic and cultural advancement of the City, it is appropriate to grant CW Old, LLC pre-approval of municipal ad valorem tax exemption, subject to satisfaction of all requirements specified in Mississippi Code Section 27-31-31 and Mississippi Code Ordinance 114-4, for the rehabilitation and renovation of the Old Courthouse property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES:

SECTION 1: The governing authorities hereby pre-approve and commit to authorize the approval of municipal ad valorem tax exemption for CW Old, LLC and/or its affiliate owning the Old Courthouse property in the amount equal to the taxes related to the realized increase in the assessed value of the Old Courthouse property resulting from the rehabilitation and renovation for a period of not more than ten (10) years.

SECTION 2: This pre-approval is subject to, and final approval is conditioned upon, satisfaction of all requirements specified in Section 27-31-31 of the Mississippi Code of 1972, as amended, and the Jackson Code of Ordinances, Section 114-4.

Item#: _____
Date: May 26, 2020
By: (Jordan, Lumumba)



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: May 18, 2020
Subject: Agenda Item

The attached agenda item is an initial resolution of the City Council of the City of Jackson granting CW Old, LLC, Exemption from Ad Valorem taxes on the improved value from the rehabilitation and renovation of the Old Courthouse completed as of December 31, 2020, for a period of ten (10) years, as authorized by section 27-31-31, et seq., of the Mississippi code of 1972, as amended and City of Jackson Ordinance Section 114-4. Upon tenancy, this property will greatly enhance the downtown Jackson environment, adding a Class A Historic Loft Apartment Property with modern amenities and 103 units of luxury lofts.

In accordance with Sec 114-4, this exemption is requested with this residential property more than 5,000 square feet and older than 25 years (originally opened in 1960). The applicant has spent more than \$10 million improving this property while preserving the many historic elements. The property lies within the Smith Park Architectural District and has been approved by the National Park Service as well as the State of Mississippi Historic Preservation Office historic preservation programs.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 5/26/2020

P O I N T S		C O M M E N T S				
1.	Brief Description	INITIAL RESOLUTION GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4				
2.	Purpose	Renovation to property located at 245 East Capitol Street in Jackson, MS,				
3.	Who will be affected	Applicant.				
4.	Benefits	Tax relief of renovations and improvements to properties that is necessary to sustain an attractive business district.				
5.	Schedule (beginning date)	N/A				
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	citywide				
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development				
8.	COST					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A				
1	EBO participation See attached sheets from Vendors	ABE _____% <u> X </u>	WAIVER	yes ___	no ___	N/A
		AABE _____% <u> X </u>	WAIVER	yes ___	no ___	N/A
		WBE _____% <u> X </u>	WAIVER	yes ___	no ___	N/A
		HBE _____% <u> X </u>	WAIVER	yes ___	no ___	N/A
		NABE _____% <u> X </u>	WAIVER	yes ___	no ___	N/A

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This INITIAL RESOLUTION GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

5/19/20

Date

OFFICE OF THE CITY ATTORNEY
7-2-17
5/19/20

INITIAL RESOLUTION GRANTING 225 EAST CAPITOL STREET HOTEL LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 225 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4

OFFICE OF THE CLERK OF THE CITY OF JACKSON
5/29/20
CITY ATTORNEY
C

WHEREAS, the governing authorities of the City of Jackson, hereby finds, determines, adjudicates and declares as follows:

WHEREAS, 225 East Capitol Street Hotel LLC and related companies have secured investments and financing from various investors and lenders to fund the rehabilitation and renovation of the Edison Walthall Hotel located on East Capitol Street, in Jackson, Mississippi, within the central business district of the City; and

WHEREAS, the Edison Walthall Hotel was originally built in 1950 and contains approximately 96,000 square feet; and

WHEREAS, the Edison Walthall Hotel has historically been used for commercial purposes, but the rehabilitation and renovation will provide for residential usage; and

WHEREAS, the rehabilitation and renovation of the Edison Walthall Hotel is scheduled to be completed in 2020; and

WHEREAS, Section 27-31-31 of the Mississippi Code of 1972, as amended, provides that “the governing authorities of any municipality are authorized, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures or improvements to or renovations of existing structures located in the designated central business district of the municipality, for a period of not more than ten (10) years from the date of the completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted”; and

WHEREAS, Section 114-4 of the Jackson Code of Ordinances provides, in part, as follows:

(a) Exemption from municipal ad valorem taxes, excluding ad valorem taxes for school purposes, shall be allowed, as hereinafter provided, for any non-residential structure comprising no less than 5,000 square feet, which is in excess of 25 years of age and was used for commercial or institutional purposes but has undergone substantial rehabilitation, renovation or replacement for residential usage.

(b) The exemption may be in an amount equal to the increase in the assessed value of the property resulting from the rehabilitation, renovation or replacement of the structure as determined by the tax assessor and shall commence upon January 1 of the year following completion of the rehabilitation, renovation or replacement. Said exemption shall last for a period of time not to exceed ten years, it being in the discretion of the city council to grant an exemption for a shorter period of time.

WHEREAS, 225 East Capitol Street Hotel, LLC is seeking pre-approval for an exemption from municipal ad valorem taxes in the amount of taxes from the realized increase in the assessed value of the Edison Walthall resulting from the rehabilitation and renovation for a period of not more than ten (10) years, subject to satisfaction of all requirements specified in Section 27-31-31 of the Mississippi Code of 1972, as amended, and the City of Jackson Code of Ordinances, Section 114-4; and

WHEREAS, upon tenancy, the Edison Walthall property will greatly enhance the downtown Jackson environment, adding a Class A Historic Loft Apartments property with modern amenities and 155 units of luxury lofts; and

Agenda Item #42
June 9, 2020

WHEREAS, in order to promote the economic and cultural advancement of the City, it is appropriate to grant pre-approval of municipal ad valorem tax exemption to 225 East Capitol Street Hotel, LLC, subject to satisfaction of all requirements specified in Section 27-31-31 of the Mississippi Code of 1972, as amended, and the Jackson Code of Ordinances, Section 114-4, for the rehabilitation and renovation of the Edison Walthall Hotel.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES:

SECTION 1: The governing authorities hereby pre-approve and commit to authorize the approval of municipal ad valorem tax exemption for 225 East Capitol Street Hotel, LLC and/or its affiliate owning the Edison Walthall Hotel in the amount equal to the taxes related to the realized increase in the assessed value of the Edison Walthall Hotel resulting from the rehabilitation and renovation for a period of not more than ten (10) years.

SECTION 2: This pre-approval is subject to, and final approval is conditioned upon, satisfaction of all requirements specified in Section 27-31-31 of the Mississippi Code of 1972, as amended, and the Jackson Code of Ordinances, Section 114-4.

Item#: _____
Date: May 26, 2020
By: (Jordan, Lumumba)



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: May 18, 2020
Subject: Agenda Item

The attached agenda item is an initial resolution of the City Council of the City of Jackson granting 225 East Capitol Street Hotel LLC, Exemption from Ad Valorem taxes on the improved value from the rehabilitation and renovation of the Edison Walthall Hotel completed as of December 31, 2020, for a period of not more than ten (10) years, as authorized by Section 27-31-31 of the Mississippi Code of 1972, as amended, and the City of Jackson Code of Ordinances, Section 114-4. Upon tenancy, this property will greatly enhance the downtown Jackson environment, adding a Class A Historic Loft Apartment Property with modern amenities and 155 units of luxury lofts.

In accordance with the City of Jackson Code of Ordinances, Section 114-4, this exemption is requested with this residential property having more than 5,000 square feet and older than 25 years (originally opened in 1950). The applicant has spent more than \$10 million improving this property while preserving many historic elements. The property lies within the Smith Park Architectural District and has been approved by the National Park Service as well as the State of Mississippi Historic Preservation Office historic preservation programs.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 5/26/2020

P O I N T S		C O M M E N T S	
1.	Brief Description	Initial Resolution Granting 225 East Capitol Street Hotel LLC Ad Valorem Tax Exemption On The Increased In Ad Valorem Taxes For Improvements To Property Located At 225 East Capitol Street, Jackson, Mississippi Pursuant To Section 27-31-31 Of The Mississippi Code Of 1972, As Amended And City Of Jackson Ordinance Section 114-4.	
2.	Purpose	Renovation to property located at 225 East Capitol Street in Jackson, MS.	
3.	Who will be affected	Applicant.	
4.	Benefits	Tax relief of renovations and improvements to properties that is necessary to sustain an attractive business district.	
5.	Schedule (beginning date)	N/A	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	citywide	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development	
8.	COST		
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A	
10.	EBO participation See attached sheets from Vendors	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___	

OFFICE OF THE CITY ATTORNEY
6/2/20
CL

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE)

WHEREAS, on August 06, 2019, Minute Book 6-P, Pages 489-490, the governing authorities authorized the Mayor to execute all documents necessary to apply and administer the U.S. Department of Housing and Urban Development's Lead-Based Paint Hazard Control Grant to the Office of Lead Hazard Control and Healthy Homes; and

WHEREAS, on September 30, 2019, the Housing and Urban Development ("HUD") announced the City of Jackson as one of its recipients to be awarded grant funds through HUD, Office of Lead Hazard Control and Healthy Homes, for a forty-two (42) month funding period; and

WHEREAS, on December 4, 2019, the Mayor executed the Grant Agreement to begin program activities on January 2, 2020 through July 1, 2023 for the City's Lead Safe Jackson Housing Program; and

WHEREAS, on February 29, 2020, the Department of Planning and Development, Office of Housing and Community Development, requested proposals for the Lead Safe Jackson Housing Program to invest Lead-Based Paint Hazard Control Grant and Community Development Block Grant funds for inspection, lead risk assessments, and clearance tests of lead hazards to renter and owner occupied units throughout the City; and

WHEREAS, on March 30, 2020, Advanced Environmental Consultants, Inc. was one of two respondents to the Request for Proposals; and

WHEREAS, Advanced Environmental Consultants, Inc.'s professional fees to perform lead inspections, lead risk assessments, and lead clearance tests on qualifying units enrolled in the Lead Safe Jackson Housing Program are:

Lead Inspection	\$1,000 per house
Lead Inspection and Lead Risk Assessment	\$1,500 per house
Lead Clearance	\$500.00 per house

WHEREAS, the Office of Housing and Community Development is recommending that the Mayor be authorized to execute a contract and related documents with Advanced Environmental Consultants, Inc. to perform lead inspection, lead risk assessment and lead clearance subject to completion and acceptance of the appropriate environmental evaluations over the course of thirty-six (36) months.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Advanced Environmental Consultants, Inc. for the use of Lead-Based Paint Hazard Control Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities at a cost of \$1,000 per house for lead inspection; \$1,500 per house for lead inspection and risk assessment; and \$500 per house for lead clearance subject to completion and acceptance of the appropriate environmental evaluations over the course of thirty-six (36) months.

Item No.: 43
Date: June 9, 2020
By: (Hillman, Lumumba)

**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 and Development

DATE: May 28, 2020

RE: Agenda Item for June 9, 2020 City Council Meeting

The Office of Housing and Community Development is preparing to begin lead and healthy homes remediation activities citywide. In an effort to achieve this, each property enrolled must be tested for lead based paint hazards. If hazards are identified and addressed, a clearance test must be performed to ensure the hazards have been properly removed or contained. These activities can only be performed by certified lead inspectors and risk assessors. A request for proposals was initiated on February 29, 2020, for certified lead inspectors and lead risk assessors. The proposals were due March 30, 2020.

Advanced Environmental Consultants, Inc. and Environmental Management Plus, Inc. were selected to perform lead inspections, risk assessments, and clearances for the properties enrolled in the Lead Safe Jackson Housing Program for 36 months, contract period beginning June 30, 2020 and ending June 30, 2023. The agenda item authorizing the Mayor to execute contracts for the use of Lead-Based Paint Hazard Control (LBPHC) grant and CDBG funds to implement Lead Safe Jackson Housing Program activities based upon the recommendations of OHCD staff is attached for review.

If you have questions or need additional information, please contact ext. 2155.

For Office Use Only:

Manager Approval: _____

Date: _____

Fiscal Officer Approval: _____

Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 6/9/2020

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE)																									
2.	Purpose	Execute contracts to certified lead inspectors and lead risk assessors to perform professional services on properties enrolled in the Lead Safe Jackson Housing Program.																									
3.	Who will be affected	City of Jackson																									
4.	Benefits	This project is a lead based paint and healthy home preventative project to help residents address lead and healthy homes hazards in their homes. These interventions will improve the affordability, livability, health, and safety of their homes.																									
5.	Schedule (beginning date)	June, 2020																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.																									
8.	COST	\$1,500 per unit for lead inspections and \$500 per unit for clearance testing																									
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	(CDBG) (LBPHC)																									
10.	E. B.O. Participation	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							

AEC

Advanced Environmental Consultants, Inc.
Project Managers and Scientists

P. O. Box 16847
Jackson, MS 39236-6847

775 North President Street
Jackson, MS 39202

Phone: (601) 362-1788 Fax: (601) 362-3967 Email: aecinc@advancedenviroconsultants.com
<http://www.advancedenviroconsultants.com>

PROFESSIONAL FEES

Lead Inspection:	\$1,000.00 per house
Lead Inspection and Lead Risk Assessment:	\$1,500.00 per house
Lead Clearance:	\$500.00 per house
Lead Renovation:	Cost to be determined on completion of Lead Inspection and/or Lead Risk Assessment.
Lead Abatement:	Cost to be determined on completion of Lead Inspection and/or Lead Risk Assessment.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
6/2/20

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney CG

6/2/20

DATE

OFFICE OF THE CITY ATTORNEY
6/2/20
(cc)

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE)

WHEREAS, on August 06, 2019, Minute Book 6-P, Pages 489-490, the governing authorities authorized the Mayor to execute all documents necessary to apply and administer the U.S. Department of Housing and Urban Development’s Lead-Based Paint Hazard Control Grant to the Office of Lead Hazard Control and Healthy Homes; and

WHEREAS, on September 30, 2019, the Housing and Urban Development (“HUD”) announced the City of Jackson as one of its recipients to be awarded grant funds through HUD, Office of Lead Hazard Control and Healthy Homes, for a forty-two (42) month funding period; and

WHEREAS, on December 4, 2019, the Mayor executed the Grant Agreement to begin program activities on January 2, 2020 through July 1, 2023 for the City’s Lead Safe Jackson Housing Program; and

WHEREAS, on February 29, 2020, the Department of Planning and Development, Office of Housing and Community Development, requested proposals for the Lead Safe Jackson Housing Program to invest Lead-Based Paint Hazard Control Grant and Community Development Block Grant funds for inspection, lead risk assessments, and clearance tests of lead hazards to renter and owner occupied units throughout the City; and

WHEREAS, on March 30, 2020, Environmental Management Plus, Inc. was one of two respondents to the Request for Proposals; and

WHEREAS, Environmental Management Plus, Inc.’s professional fees to perform lead inspections, lead risk assessments, and lead clearance tests on qualifying units enrolled in the Lead Safe Jackson Housing Program are:

Lead Inspection and Lead Risk Assessment	\$1,500.00 per house
Abatement Clearance	\$ 500.00 per house
Lead Risk Assessment	\$ 750.00 per house

WHEREAS, the Office of Housing and Community Development is recommending that the Mayor be authorized to execute a contract and related documents with Environmental Management Plus, Inc. to perform lead inspection, lead risk assessment and lead clearance subject to completion and acceptance of the appropriate environmental evaluations over the course of thirty-six (36) months.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Environmental Management Plus, Inc. for the use of Lead-Based Paint Hazard Control Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities at a cost of \$1,500 per house for lead inspection and lead risk assessment; \$500 per house for abatement clearance, and \$750.00 for lead risk assessment subject to completion and acceptance of the appropriate environmental evaluations over the course of thirty-six (36) months.

Item No.: 44
Date: June 9, 2020
By: (Hillman, Lumumba)

**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 and Development

DATE: May 28, 2020

RE: Agenda Item for June 9, 2020 City Council Meeting

The Office of Housing and Community Development is preparing to begin lead and healthy homes remediation activities citywide. In an effort to achieve this, each property enrolled must be tested for lead based paint hazards. If hazards are identified and addressed, a clearance test must be performed to ensure the hazards have been properly removed or contained. These activities can only be performed by certified lead inspectors and risk assessors. A request for proposals was initiated on February 29, 2020, for certified lead inspectors and lead risk assessors. The proposals were due March 30, 2020.

Advanced Environmental Consultants, Inc. and Environmental Management Plus, Inc. were selected to perform lead inspections, risk assessments, and clearances for the properties enrolled in the Lead Safe Jackson Housing Program for 36 months, contract period beginning June 30, 2020 and ending June 30, 2023. The agenda item authorizing the Mayor to execute contracts for the use of Lead-Based Paint Hazard Control (LBPHC) grant and CDBG funds to implement Lead Safe Jackson Housing Program activities based upon the recommendations of OHCD staff is attached for review.

If you have questions or need additional information, please contact ext. 2155.

For Office Use Only:

Manager Approval: _____

Date: _____

Fiscal Officer Approval: _____

Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 6/9/2020

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE)																									
2.	Purpose	Execute contracts to certified lead inspectors and lead risk assessors to perform professional services on properties enrolled in the Lead Safe Jackson Housing Program.																									
3.	Who will be affected	City of Jackson																									
4.	Benefits	This project is a lead based paint and healthy home preventative project to help residents address lead and healthy homes hazards in their homes. These interventions will improve the affordability, livability, health, and safety of their homes.																									
5.	Schedule (beginning date)	June, 2020																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.																									
8.	COST	\$1,500 per unit for lead inspections and \$500 per unit for clearance testing																									
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	(CDBG) (LBPHC)																									
10.	E. B.O. Participation	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							

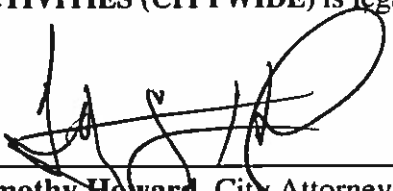
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
6/2/20 CG

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney CG

6/2/20

DATE



Environmental Management Plus, Inc.

March 10, 2020

Mary Manogin
City of Jackson, Office of Community Development
Neighborhood Enhancement Division
P.O. Box 17
Jackson, MS 39205-0017

RE: Request for Quote; Certified Risk Assessments
COJ Comprehensive Rehabilitation Program

Dear Ms. Manogin:

Environmental Management Plus, Inc. (EMP) is pleased to submit this RFQ to you and the City of Jackson to perform Lead-Based Paint (LBP) Risk Assessments in compliance with 24 CFR 35.1320(b) on single-family, owner occupied, residential dwellings. Per your request, please find attached the following:

1. A Statement of Qualifications document (attached as a pdf)
2. MDEQ Credential including:
 - MDEQ Lead-Based Paint Risk Assessor Certification
(Alfred Martin PRA# 1630, expiration April 9, 2020)
 - MDEQ Lead Firm verification
PBF#0039, expiration April 9, 2020

Also, please see the price per unit quote below.

SCOPE: EMP will perform LBP inspections and risk assessments (LIRA), lead-hazard screening or clearance in compliance with 24 CFR 35.1320(b)

LIRA Price per unit: \$1,500.00 per
Abatement Clearance: \$500.00 per
Lead Risk Assessment: \$750.00

NOTE: For every additional site visit (meeting with COJ, contractor, etc....) not associated with the actual risk assessment task, EMP will charge additional fees.

If there are questions, please feel free to give me a call or email.

Sincerely,

Alfred L. Martin, Jr., Ph.D.
President/CEO

Address: 117 Richardson Drive | P.O. Box 9361 | Jackson, MS 39286-9361
Office: (601) 922-1919 Fax: (601) 922-1979 Email: alsyukon2@aol.com



www.envmngntplus.com

OFFICE OF THE CITY ATTORNEY
6/13/20
CK

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE GREEN & HEALTHY HOMES INITIATIVE TO PARTNER WITH THE CITY OF JACKSON IN THE IMPLEMENTATION OF THE LEAD SAFE JACKSON HOUSING PROGRAM FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES (CITYWIDE)

WHEREAS, on August 6, 2019, recorded in Minute Book 6P, Pages 489-490, the governing authorities authorized the Mayor to execute the necessary documents to submit an application to the U. S. Department of Housing and Urban Development for the Lead Hazard Control Grant Program; and

WHEREAS, the City of Jackson was awarded \$1,800,000.00 in Lead Hazard Control Grant funds from the U. S. Department of Housing and Urban Development, Office of Lead Hazard Control and Healthy Homes; and

WHEREAS, on December 4, 2019, the Mayor executed the funding approval and grant agreement for Grant Number MSLHB0728-19, for the Lead Hazard Control Grant; and

WHEREAS, \$145,000.00 was budgeted in the sub-grant in the grant proposal to the Office of Lead Hazard Control and Healthy Homes; and

WHEREAS, on February 29, 2020, the Office of Housing and Community Development requested qualifications for non-profit organizations interested in providing assistance with the 2019 Lead Grant award; and

WHEREAS, the Green & Healthy Homes Initiative was the only respondent to the Request for Qualifications for non-profits; and

WHEREAS, the Green & Healthy Homes Initiative will assist the Office of Housing and Community Development with various tasks and responsibilities necessary for the successful implementation of the Lead Safe Jackson Housing Program, for an amount not to exceed \$145,000.00 over the course of thirty-six (36) months, beginning June 30, 2020 and ending June 30, 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the contract and related documents with the Green & Healthy Homes Initiative to partner with the City of Jackson in the implementation of the Lead Safe Jackson Housing Program funded by the U.S. Department of Housing and Urban Development, Office of Lead Hazard Control and Healthy Homes, for an amount not to exceed \$145,000.00 beginning June 30, 2020 and ending June 30, 2023.

Items No.: 45

Date: June 9, 2020

By: (Hillman, Lumumba)

MEMORANDUM

TO: Mayor Chokwe Lumumba
FROM: Vanessa Henderson, Deputy Director,
Office of Housing and Community Development
CC: Jordan Hillman, Director
Department of Planning and Development
DATE: May 28, 2020
RE: Agenda Item for June 9, 2020 City Council Meeting

The attached agenda item is to authorize the Mayor to enter into a contract with the Green & Healthy Homes Initiative for the purpose of assisting the Office of Housing and Community Development in the implementation of the Lead Safe Jackson Housing Program.

The City of Jackson was awarded 1.8 million dollars in Lead Hazard Control funds from HUD's Office of Lead Hazard Control and Healthy Homes, grant number MSLHB0728-19 was signed on December 4, 2019 and program activities started January 2, 2020 and expires July 1, 2023.

The Green & Healthy Homes Initiative will enter into a contract agreement to perform education, outreach, intake, and other grant functions for an amount not to exceed \$145,00.00 over the course of 36 months. The contract term with the Green & Healthy Homes Initiative will begin June 30, 2020 and end June 30, 2023.

For Office Use Only:	
Manager Approval: _____	Date: _____
Fiscal Officer Approval: _____	Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 6/9/2020

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND THE GREEN & HEALTHY HOMES INITIATIVE TO PARTNER WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT IN THE IMPLEMENTATION OF THE LEAD SAFE JACKSON HOUSING PROGRAM FUNDED BY THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES (CITYWIDE)
2.	Purpose	To continue providing education, outreach, intake, and other duties to support and promote the Lead Safe Jackson Housing Program.
3.	Who will be affected?	Citizens of Jackson.
4.	Benefits	Partnership to assist in the enrollment and education of Lead Safe Jackson Housing Program.
5.	Schedule (beginning date)	June, 2020
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City-wide
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning and Development. Office of Housing & Community Development.
8.	COST	\$145,000.00 (operating contract)
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	OLHCHH grant number MSLHB0631-16
10.	E. B.O. Participation	ABE _____ % WAIVER _____ yes _____ no _____ N/A _____ AABE _____ % WAIVER _____ yes _____ no _____ N/A _____ WBE _____ % WAIVER _____ yes _____ no _____ N/A _____ HBE _____ % WAIVER _____ yes _____ no _____ N/A _____ NABE _____ % WAIVER _____ yes _____ no _____ N/A _____

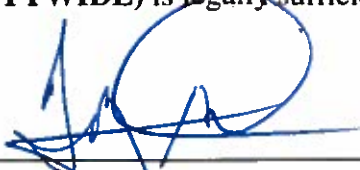
Office of the City Attorney

455 East Capitol Street
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
7C4
6/3/20
Ch

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE GREEN & HEALTHY HOMES INITIATIVE TO PARTNER WITH THE CITY OF JACKSON IN THE IMPLEMENTATION OF THE LEAD SAFE JACKSON HOUSING PROGRAM FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES (CITYWIDE) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney Ch

6/3/20

DATE

APPENDIX A

City of Jackson - Lead Safe Jackson Housing Program GHHI Scope of Services

GHHI Jackson will perform the following activities for the Lead Safe Jackson Housing Program:

- Lead community education, program marketing, eligibility screening, and application processing activities to complete 94 program applications for households that meet program eligibility requirements;
- Initiate program marketing activities during the project period by identifying residents (homeowners and tenants) and landlords (property managers and owners) in areas that are determined to be high risk for lead poisoning based on proximity to units previously enrolled in the program and will initiate eligibility screening and applications assistance with those households;
- Serve as the point of contact for Jackson constituents to provide information to the public about program services and benefits as well as applicant eligibility requirements;
- Receive and respond to client referrals from community partner organizations (including referrals from medical, public health and early education service providers) and support referred individuals with program eligibility screening and application assistance;
- Produce and disseminate lead poisoning prevention education and program marketing materials online through the GHHI website, social media platforms, and other related services;
- Complete in-person education and outreach activities for the project (12 events reaching 1,200 families, or as amended) by attending community service events (such as health fairs, neighborhood block parties, or events serving families with young children) and scheduling and hosting application workshops;
- Maintain a web-based client intake and management assessment data system to securely process, store, and share applicant information in compliance with all applicable data privacy practices;
- Assist the City of Jackson with data management and evaluation support as requested;
- Perform pre-intervention resident education for clients enrolled in the program by identifying potential environmental health hazards during completion of application assistance services and discussing interim control practices with clients;
- Coordinate Triage Team meetings for determination of enrollment for all units and prioritization of unit production activities; and,
- Conduct 78 in-house healthy homes trainings and education sessions for all families receiving lead interventions by reviewing an education binder with the client and demonstrating use of the Healthy Homes Cleaning kits distributed to clients (education curriculum is designed to reduce lead hazards and address other home health priorities as needed including asthma trigger control, pest control, safety practices, and related topics); and,
- During emergency periods requiring social distancing protocols, GHHI will execute the following amended work plan:
 - GHHI will provide program marketing and application assistance in compliance with all mandated protocols for public health and workplace safety;
 - Staff will complete project deliverables using phone, mail, [no contact pick-up](#),

APPENDIX A

- [portable scanning](#) and web-based services to the greatest extent possible;
- GHHI will suspend participation in any community-based events and hosting of in-person application workshops, but will complete program marketing and application assistance through phone-based outreach services and web-based services;
- As needed, GHHI staff will lend office tablets to applicants to facilitate support of eligibility screening, completion of applications, and completion of resident education services.

OFFICE OF THE CITY ATTORNEY
6/2/20
[Signature]

ORDER AUTHORIZING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM SECURITY SUPPORT SERVICES, RATIFYING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH SECURITY SUPPORT SERVICES FOR THE DOROTHY VEST TENNIS CENTER, TENNIS CENTER SOUTH (TCS) AND MYNELLE GARDENS FROM FEBRUARY, 2020 THROUGH JULY 31, 2020. (WARDS 2, 6 & 7) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Department of Parks and Recreation is experiencing numerous burglaries and vandalism issues; and

WHEREAS, the Department of Parks and Recreation desires to ensure all invoices are honored and paid, for security alarm and monitoring services February 24, 2020 through present; and

WHEREAS, said vendor has provided detailed invoices and requests for payments for services rendered at the following locations as specified below; and

COMPANY	SERVICE LOCATIONS	ACCOUNT NUMBER	AMOUNT DUE
Security Support Services	Dorothy Vest Tennis Center 771 Porter Street Jackson, MS 39204	005-501.26-6419	02-24-20 - \$21.95 • Inv.# 148330 03-24-20 - \$21.95 • Inv.# 148823 04-24-20 - \$21.95 • Inv.# 149302 Total: \$65.85
	Tennis Center South (TCS) 1517 McDowell Road Jackson, MS 39204	005-501.26-6419	02-24-20 - \$21.95 • Inv.# 148434 03-24-20 - \$21.95 • Inv.# 148926 04-24-20 - \$21.95 • Inv.# 149407 Total: \$65.85
	Mynelle Gardens 4736 Clinton Boulevard Jackson, MS 39204	005-504.80-6240	02-24-20 - \$21.95 • Inv.# 148071 03-24-20 - \$21.95 • Inv.# 148567 04-24-20 - \$21.95 • Inv.# 149037 Total: \$65.85
			Final Total Owed: \$197.55

WHEREAS, the Department desires that vendor invoices and requests for payment from February 24, 2020 through April 24, 2020 be honored and ratified in an amount of One Hundred Ninety-Seven Dollars and Fifty-Five Cents (\$197.55); and

WHEREAS, the Department proposes to enter into an agreement with Johnson Controls Security Solutions for a term period of May 1, 2020 through September 30, 2020 in an amount not to exceed Four Hundred Dollars (\$400.00).

IT IS, THEREFORE, ORDERED that security and alarm monitoring services performed by

**Agenda Item #46
June 9, 2020**

Security Support Services from February 24, 2020 through the present in the amount of One Hundred Ninety-Seven Dollars and Fifty-Five Cents (\$197.55) is hereby ratified, and the payment of One Hundred Ninety-Seven Dollars and Fifty-Five Cents (\$197.55) is authorized.

IT IS FURTHER ORDERED that the Mayor is hereby authorized to execute an agreement with Johnson Control Security Solutions for a term period of May 1, 2020 through September 30, 2020 in an amount to exceed Four Hundred Dollars (\$400.00).

(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05-27-20

DATE

POINTS		COMMENTS																																																							
1.	Brief Description/Purpose	Order ratifying the acceptance of payments to Security Support Services for invoices received February 24 through July 31, 2020.																																																							
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention Quality of Life																																																							
3.	Who will be affected	Dorothy Vest Tennis Center, Tennis Center South (TCS) & Mynelle Gardens																																																							
4.	Benefits	To ensure payments are honored and paid, to prevent interruption of security alarm and monitoring services.																																																							
5.	Schedule (beginning date)	Upon City Council approval.																																																							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wards 2, 6 & 7 No																																																							
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks and Recreation																																																							
8.	COST	Security Support Services shall be paid the amounts listed on invoices February 24 through July 31, 2020.																																																							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Dorothy Vest Tennis Center & TCS: Account: 005-501.26-6419 Mynelle Gardens: Account: 005-504.80-6240																																																							
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</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>X</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>X</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>X</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>X</u></td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
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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



"One City, One Aim, One Destiny"

Memo

TO: The Honorable Mayor Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: May 27, 2020
RE: Security Support Services

This is an Order authorizing payments to Security Support Services for invoices received February 24, 2020 through July 31, 2020.

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM SECURITY SUPPORT SERVICES, RATIFYING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH SECURITY SUPPORT SERVICES FOR THE DOROTHY VEST TENNIS CENTER, TENNIS CENTER SOUTH (TCS) AND MYNELLE GARDENS FROM FEBRUARY, 2020 THROUGH JULY 31, 2020. (WARDS 2, 6 & 7)**, is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*


Monica D. Allen, *Special Assistant to City Attorney*



Date



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 148330
Sale Date 2/24/2020
Due Date 2/24/2020

City Of Jackson - Dorathy Vest
Attention: Parks & Rec
EMAIL: W.Brown@jacksonms.Gov
Jackson, MS 39205

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monitoring for Dorathy Vest Tennis Center- 953 West Porter - (7280180) Period Covered: 03/01/2020 to 03/31/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Dorathy Vest

Invoice Number 148330
Bill Payer ID: 1953

Acct. Bal. \$87.80 Amount Remitted

Date Remitted

Payment Method Check Check Number

Card Number Exp Date

Charge* Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 148330



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 148823
Sale Date 3/24/2020
Due Date 3/29/2020

City Of Jackson - Dorothy Vest
Attention: Parks & Rec
EMAIL: W.Brown@jacksonms.Gov
Jackson, MS 39205

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monitoring for Dorothy Vest Tennis Center- 953 West Porter - (7280180) Period Covered: 04/01/2020 to 04/30/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Dorothy Vest

Invoice Number 148823
Bill Payer ID: 1953

Acct. Bal. \$87.80 Amount Remitted

Date Remitted

Payment Method Check Check Number

Charge* Card Number Exp Date
Name On Card

Signature

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Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 148823



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number **149302**
Sale Date **4/24/2020**
Due Date **4/29/2020**

City Of Jackson - Dorathy Vest
Attention: Parks & Rec
EMAIL: W.Brown@jacksonms.Gov
Jackson, MS 39205

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monitoring for Dorathy Vest Tennis Center- 953 West Porter - (7280180) Period Covered: 05/01/2020 to 05/31/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Dorathy Vest

Invoice Number **149302**
Bill Payer ID: **1953**

Acct. Bal. **\$87.80** Amount Remitted

Date Remitted

Payment Method Check Check Number

Charge* Card Number Exp Date

Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No **149302**



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 148434
Sale Date 2/24/2020
Due Date 2/24/2020

City Of Jackson - Tennis Ctr S
Attention: Parks & Recreation
Wbrown@city.jackson.ms.Gov
Jackson, MS 39204

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monthly monitoring - Tennis Center South 728-2127 Period Covered: 03/01/2020 to 03/31/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Tennis Ctr S

Invoice Number 148434
Bill Payer ID: 2396

Acct. Bal. \$87.80 Amount Remitted

Date Remitted

Payment Method Check Check Number

Charge* Card Number Exp Date

Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 148434



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 148926
Sale Date 3/24/2020
Due Date 3/29/2020

City Of Jackson - Tennis Ctr S
Attention: Parks & Recreation
Wbrown@city.jackson.ms.Gov
Jackson, MS 39204

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monthly monitoring - Tennis Center South 728-2127 Period Covered: 04/01/2020 to 04/30/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Tennis Ctr S

Invoice Number 148926
Bill Payer ID: 2396

Acct. Bal. \$87.80 **Amount Remitted**

Date Remitted

Payment Method **Check** **Check Number**

Charge* **Card Number** **Exp Date**
Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 148926



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 149407
Sale Date 4/24/2020
Due Date 4/29/2020

City Of Jackson - Tennis Ctr S
Attention: Parks & Recreation
Wbrown@city.jackson.ms.Gov
Jackson, MS 39204

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monthly monitoring - Tennis Center South 728-2127 Period Covered: 05/01/2020 to 05/31/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



Return Stub Below

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Tennis Ctr S

Invoice Number 149407
Bill Payer ID: 2396

Acct. Bal. \$87.80 Amount Remitted

Date Remitted

Payment Method Check Check Number

Charge* Card Number Exp Date

Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 149407



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 148071
Sale Date 2/24/2020
Due Date 2/24/2020

City Of Jackson - Mynelle Gdns
Attention: Parks & Rec
WBrown@city.jackson.ms.Gov
Jackson, MS 39205

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monitoring for <u>Mynelle Gardens 4736 Clinton Blvd. 7180887</u> Period Covered: 03/01/2020 to 03/31/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS		\$21.95	\$0.00	\$21.95	



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Mynelle Gdns

Invoice Number 148071
Bill Payer ID: 154

Acct. Bal. \$87.80 Amount Remitted

Date Remitted

Payment Method Check Check Number

Charge* Card Number Exp Date

Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 148071



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 148567
Sale Date 3/24/2020
Due Date 3/29/2020

City Of Jackson - Mynelle Gdns
Attention: Parks & Rec
WBrown@city.jackson.ms.Gov
Jackson, MS 39205

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monitoring for Mynelle Gardens 4736 Clinton Blvd. 7180887 Period Covered: 04/01/2020 to 04/30/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Mynelle Gdns

Invoice Number 148567
Bill Payer ID: 154

Acct. Bal. \$87.80 Amount Remitted

Date Remitted

Payment Method Check Check Number

Charge* Card Number Exp Date
Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 148567



P O BOX 2633
JACKSON, MS 39207

Office: (601) 922-5361
Fax: (601) 922-8660
Web: www.securitysupportservices.com

Invoice Number 149037
Sale Date 4/24/2020
Due Date 4/29/2020

City Of Jackson - Mynelle Gdns
Attention: Parks & Rec
WBrown@city.jackson.ms.Gov
Jackson, MS 39205

Description	Qty	Price	Net	Tax	Total
CENTRAL STATION MONITORING SERVICE Monitoring for Mynelle Gardens 4736 Clinton Blyd. 7180887 Period Covered: 05/01/2020 to 05/31/2020 inclusive.	1	\$21.95	\$21.95	\$0.00	\$21.95
TOTALS			\$21.95	\$0.00	\$21.95



-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : City Of Jackson - Mynelle Gdns

Invoice Number 149037
Bill Payer ID: 154

Acct. Bal. \$87.80 **Amount Remitted**

Date Remitted

Payment Method Check **Check Number**

Charge* **Card Number** **Exp Date**

Name On Card

Signature

*Please Note : If paying by charge card, we can only accept payment by : American Express Mastercard Visa
Please remit to : Security & Integrated Systems Support, Inc. P. O. Box 2633 Jackson, MS 39207

Inv. No 149037

**ORDER AUTHORIZING PAYMENT OF \$1,795.00 TO JENKINS
AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES.**

OFFICE OF THE CITY ATTORNEY

WHEREAS, the Jackson Police Department's patrol vehicles require Auto-body repairs when involved in vehicle accidents that are the neglect of someone else; and

WHEREAS, the City of Jackson Police Department lacked the manpower to perform the repairs needed to put the vehicles back in service; and

IT IS, THEREFORE, ORDERED that payment be made to Jenkins Automotive for the performance rendered of this task in the amount of \$1,795.00.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

APPROVED FOR AGENDA:

Agenda Item #47
June 9, 2020

DAVIS, LUMUMBA

Invoice

JENKINS AUTOMOTIVE

1120 England Rd
Jackson, MS

Date: January 31, 2019 *SUV-63*

Customer: Jackson Police Department

Car # _____ Vin# _____
Car Make: 2014 Ford Explorer
Vender# 71125

Estimate

Parts/ Description	Estimate	Cost	Total
Hood		\$1,200.00	\$ 1,200.00
Radiator		\$350.00	\$ 350.00

Paint Time And Labor Time

Description	Labor	Paint
Replace radiator	2	
TOTAL TIME	2	
Tow bill	\$65.00	\$65
Parts		\$1,550.00
Body Labor		@ \$65/hr \$ -
Paint Labor		@ \$65/hr \$ -
Frame labour		@ \$48/hr \$ -
Paint Supplies		@ \$90/hr \$ 180.00
Mechanical labor	2	\$ 1,795.00
Subtotal		\$ 1,795.00
Taxes @8%		\$ 1,795.00
Total		\$ 1,795.00

[Signature] 2-11-20

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 28, 2020
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	Order Authorizing Payment of \$1,795.00 to Jenkins Automotive for Auto-Body repairs to JPD Patrol Vehicles.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.								
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.								
4.	Benefits	Police vehicles that are repaired to return to calls for service operations.								
5.	Schedule (beginning date)	ASAP								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department								
8.	COST	\$1,795.00								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund								
10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
TCH
6/13/20

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF \$1,795.00 TO JENKINS AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

James Anderson, *Deputy City Attorney* 

6/13/20

Date

OFFICE OF THE CITY ATTORNEY
6/13/20

**ORDER AUTHORIZING PAYMENT OF \$528.00 TO JENKINS
AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES.**

WHEREAS, the Jackson Police Department's patrol vehicles require Auto-body repairs when involved in vehicle accidents that are the neglect of someone else; and

WHEREAS, the City of Jackson Police Department lacked the manpower to perform the repairs needed to put the vehicles back in service; and

IT IS, THEREFORE, ORDERED that payment be made to Jenkins Automotive for the performance rendered of this task in the amount of \$528.00.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

APPROVED FOR AGENDA:

Agenda Item
#48
June 9, 2020

DAVIS, LUMUMBA

INVOICE

Jenkins's Automotive

1120 England Rd.
Jackson, MS 39209

Date: November 18, 2019

Customer: Jackson Police Department

Car # PC 1893

Vin # FAHP2MK4JG114672

Car Make: 2018 Ford Taurus

PO#

Estimate

Parts/ Description

Coast

Total

Paint Time And Labor Time

Description	Labor	Paint
BUMPER		
O/H Front bumper		3.4
Add for Clear Coat		1.4
Total Time	0.0	4.8
Parts		\$ -
	Hours	
Body Labor		Man @ \$65/hr \$ -
Paint Labor	4.8	Man @ \$65/hr \$ 312
Paint Supplies	4.8	Man @ \$45/hr \$ 216
Subtotal		\$ 528.00
Total		\$528.00

Wilson R. Sell

Jackson Police Department



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



TO: James A. Davis, Chief of Police *JD 6/1/2020*
VIA: Ricky E. Robinson, Assistant Chief *REB 6/1/20 Approved*
Vincent Grizzell, Deputy Chief *VG 6/1/20*
Support Services
Lee Robinson, Commander *LR*

FROM: George Jimerson, Corporal *GJ*

DATE: May 29, 2020

RE: Authorizing the Payment to Jenkins Automotive

The content of this memorandum is to authorize to payment to Jenkins Automotive 1120 England Road Jackson MS for services rendered on PC- 1893 2018 Ford Taurus Police Cruiser. This vehicle was involved in an accident that caused major damage and was in need of repairs.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 28, 2020
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order Authorizing Payment of \$528.00 to Jenkins Automotive for Auto-Body repairs to JPD Patrol Vehicles.					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.					
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.					
4.	Benefits	Police vehicles that are repaired to return to calls for service operations.					
5.	Schedule (beginning date)	ASAP					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department					
8.	COST	\$528.00					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF \$528.00 TO JENKINS AUTOMOTIVE FOR AUTO BODY REPAIRS TO JPD PATROL VEHICLE is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature]

Timothy Howard, City Attorney
James Anderson, Deputy City Attorney *[Handwritten signature]*

[Handwritten date]

Date

**ORDER AUTHORIZING PAYMENT OF \$2,179.90 TO JENKINS
AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES.**

OFFICE OF THE CITY ATTORNEY
6/13/20
[Signature]

WHEREAS, the Jackson Police Department's patrol vehicles require Auto-body repairs when involved in vehicle accidents that are the neglect of someone else; and

WHEREAS, the City of Jackson Police Department lacked the manpower to perform the repairs needed to put the vehicles back in service; and

IT IS, THEREFORE, ORDERED that payment be made to Jenkins Automotive for the performance rendered of this task in the amount of \$2,179.90.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

APPROVED FOR AGENDA:

Agenda Item #49
June 9, 2020

DAVIS, LUMUMBA

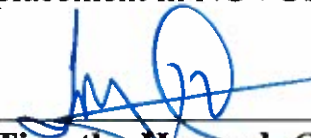
Office of the City Attorney


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
6/3/20
ok
jre

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF \$2,179.90 TO JENKINS AUTOMOTIVE FOR AUTO BODY REPAIRS TO JPD PATROL VEHICLE is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
James Anderson, *Deputy City Attorney* 

6/3/20

Date

INVOICE

Jenkins Automotive

1120 England Rd
Jackson, MS

Date: May 28, 2019
 Complete Date: 10/10/19
 Customer: Jackson Police Department
 Car#: PC 1729
 Car Make: 2013 Dodge Charger Vin # 2C3CDXAG8DH568315
 Vender #: 71125
 PO#

Parts/ Description	Cost	Total
Parts supplied by the city garage		

Paint Time And Labor Time		
Description	Labor	
Rear Bumper	2	
Q/h rear bumper		3.2
Repl AM Bumper cover w/o rev sensor		1.3
Add for clear coat		
Repl AM impact bar	0.4	
Repl LT side support	0.2	
Repl RT side bracket	0.2	
Repl RT side support	0.3	
Trunk Lid		
Repl RT Hing	0.3	0.6
Overlap minor Panel		-0.2
Repl Trunk Lid trim	0.3	
Repl LT hing	0.3	0.6
Overlap Minor panel		-0.2
Rear body & Floor		
Frame pull & straighten floor pan	12.5	4.5
Total Time	16.5	9.8

Tow bill

Parts

	Hours		
Body Labor	16.5	Man @ \$65/hr	\$ 1,073
Paint Labor	9.8	Man @ \$65/hr	\$ 637
Frame labour			
Paint Supplies	9.8	Man @ \$48/hr	\$ 470
Mechanical labor		Man @ \$90/hr	
Subtotal			\$2,179.90
Shop supply			
Total			\$2,179.90
Balance owed			

[Handwritten Signature] 272



TO: James A. Davis, Chief of Police *JD 6/1/2020*
VIA: Ricky E. Robinson, Assistant Chief *REER 6/1/20 Approved*
Vincent Grizzell, Deputy Chief *VG 6/1/20*
Support Services
Lee Robinson, Commander *LR 6-1-20*
FROM: George Jimerson, Corporal *GJ*
DATE: May 29, 2020
RE: Authorizing the Payment to Jenkins Automotive

The content of this memorandum is to authorize to payment to Jenkins Automotive 1120 England Road Jackson MS for services rendered on PC-1729 2013 Dodge Charger Police Cruiser. This vehicle was involved in an accident that the other party insurance payed the claim to the City of Jackson Risk Management Department.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 28, 2020
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order Authorizing Payment of \$2,179.90 to Jenkins Automotive for Auto-Body repairs to JPD Patrol Vehicles.					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.					
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.					
4.	Benefits	Police vehicles that are repaired to return to calls for service operations.					
5.	Schedule (beginning date)	ASAP					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department					
8.	COST	\$2,179.90					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

OFFICE OF THE CITY CLERK
6/9/20
JCL

**ORDER AUTHORIZING PAYMENT OF \$4,994.74 TO JENKINS
AUTOMOTIVE FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLES.**

WHEREAS, the Jackson Police Department's patrol vehicles require Auto-body repairs when involved in vehicle accidents that are the neglect of someone else; and

WHEREAS, the City of Jackson Police Department lacked the manpower to perform the repairs needed;
and

IT IS, THEREFORE, ORDERED that payment be made to Jenkins Automotive for the performance of this task in the amount of \$4,994.74.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

APPROVED FOR AGENDA:

Agenda Item
#50
June 9, 2020

DAVIS, LUMUMBA



TO: James A. Davis, Chief of Police *JD 6/1/2020*

VIA: Ricky E. Robinson, Assistant Chief *RE 4/20 Approved*
 Vincent Grizzell, Deputy Chief *VG 4/1/20*
 Support Services
 Lee Robinson, Commander *LR 6-1-20*

FROM: George Jimerson, Corporal *GJ*

DATE: May 29, 2020

RE: Authorizing the Payment to Jenkins Automotive

The content of this memorandum is to authorize to payment to Jenkins Automotive 1120 England Road Jackson MS for services rendered on SUV-63 2018 Ford Explorer Police Cruiser. This vehicle was involved in an accident that caused major damage and was in need of repairs.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 28, 2020
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	Order Authorizing Payment of \$4,994.74 to Jenkins Automotive for Auto-Body repairs to JPD Patrol Vehicles.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.								
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.								
4.	Benefits	Police vehicles that are repaired to return to calls for service operations.								
5.	Schedule (beginning date)	ASAP								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE								
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department								
8.	COST	\$4,994.74								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Fund								
10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____

INVOICE

JENKINS AUTOMOTIVE

1120 England Rd
Jackson, MS

Date: December 4, 2019

Customer: Jackson Police Department

Car # 54V63
Car Make: 2014 Ford Explorer
Vender# 71125

Vin#

Estimate

Parts/ Description	Estimate	Cost	Total
Grill	8200	\$113.28	\$ 113.28
RT Headlight	13008	\$919.05	\$ 919.05
Radiator support	16138	\$479.30	\$ 479.30
Fender	16005	\$325.32	\$ 325.32
Moulden	7803144	\$139.52	\$ 139.52
Cover		\$42.27	\$ 42.27

Paint Time And Labor Time

Description	Labor	Paint
Bumper & Support		
Repla radiator support	6.6	
O/H front bumper	3.3	
Repl bumper Cover		3.4
Add for clear coal		1.4
FENDER		
Repl RT fender	1.8	2.0
Add for clear coal		0.6
Add for Edging		0.5
HOOD		
Repl Hood	1.4	3.0
Overlap major Adj		0.4
Add for clear coal		0.3
Add for underside		1.5
FRONT DOOR		
Blind RT Door Shell		1.0
TOTAL TIME	15.4	\$ 14.30

Parts			
Body Labor	Hours		\$2,018.74
Paint Labor	15.4	@ \$65/hr	\$ 847
Frame labour	14.3	@ \$65/hr	\$ 930
Paint Supplies			\$ 513
Mechanical labor	14.3	@ \$48/hr	\$ 686
Subtotal		@ \$90/hr	\$ 4,994.74
Taxes @8%			\$ 4,994.74
Total			\$ 4,994.74

[Signature] 2-11-20

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 PAYMENT OF \$4,994.74 TO JENKINS AUTOMOTIVE FOR AUTO BODY REPAIRS TO JPD PATROL VEHICLE is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

James Anderson, *Deputy City Attorney* 



Date

ORDER AUTHORIZING PAYMENT OF \$4,763.58 TO POWELL BODY SHOP FOR AUTO-BODY REPAIRS TO JPD PATROL VEHICLE.

OFFICE OF THE CITY ATTORNEY
6/13/20
Tel
JD

WHEREAS, the Jackson Police Department's patrol vehicles require Auto-body repairs when involved in vehicle accidents that are the neglect of someone else; and

WHEREAS, the City of Jackson Police Department lacked the manpower to perform the repairs needed to put the vehicles back in service; and

IT IS, THEREFORE, ORDERED that payment be made to Powell Body Shop for the performance rendered of this task in the amount of \$4,763.58.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

APPROVED FOR AGENDA:

Agenda Item #51
June 9, 2020

DAVIS, LUMUMBA



TO: James A. Davis, Chief of Police *RD 6/1/2020*
VIA: Ricky E. Robinson, Assistant Chief *RED 6/1/20 APPROVED*
Vincent Grizzell, Deputy Chief *RD 6/4/20*
Support Services
Lee Robinson, Commander *LR 6/1-20*

FROM: George Jimerson, Corporal *GF*

DATE: May 29, 2020

RE: Authorizing the Payment to Powell Body Shop

The content of this memorandum is to authorize to payment to Powell Body Shop 200 Presto Ln Jackson MS 39206 for services rendered on PC-1865 2018 Ford Taurus Police Cruiser. The vehicle was involved in an accident that the other party insurance payed the claim to the City of Jackson's Risk Management Department.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 28, 2020
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	Order Authorizing Payment of \$4,763.58 to Powell Body Shop for Auto-Body repairs to JPD Patrol Vehicles.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.				
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.				
4.	Benefits	Police vehicles that are repaired to return to calls for service operations.				
5.	Schedule (beginning date)	ASAP				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE				
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department				
8.	COST	\$4,763.58				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Fund				
10.	EBO participation	ABE _____%	WAIVER	yes ___	no ___	N/A ___
		AABE _____%	WAIVER	yes ___	no ___	N/A ___
		WBE _____%	WAIVER	yes ___	no ___	N/A ___
		HBE _____%	WAIVER	yes ___	no ___	N/A ___
		NABE _____%	WAIVER	yes ___	no ___	N/A ___

101245

Purchase Order

601 991-0401

TO <i>Police Department Pt. 1865</i> ADDRESS <i>Jackson, MS</i> CITY, STATE, ZIP	SHIP TO <i>Powell Body Shop</i> ADDRESS <i>200 Presto Ln</i> CITY, STATE, ZIP <i>Jackson, MS 39206</i>
--	--

DATE <i>5-11-2020</i>	DATE REQUIRED	TERMS <i>Net-167,778</i>	HOW SHIPPED	REQ. NO. OR DEPT. <i>WA-1 FAHP LMS 352 107843</i>	FOR
--------------------------	---------------	-----------------------------	-------------	--	-----

QUANTITY ORDERED	QUANTITY RECEIVED	PLEASE SUPPLY LISTED ITEMS BELOW	PRICE	UNIT
1		<i>2018 Ford Taurus Police</i>		
2	<i>Repl</i>	<i>Luggage Lid Panel</i>	<i>1,069.18</i>	
3		<i>Rear Body panel</i>	<i>224.71</i>	
4	<i>11</i>	<i>Rear Bumper</i>	<i>5,226.22</i>	
5	<i>10</i>	<i>Rear Bumper Extension</i>	<i>213.18</i>	
6	<i>10</i>	<i>Rear Bumper Energy Absorber</i>	<i>197.33</i>	
7	<i>11</i>	<i>Rear Bumper Bar</i>	<i>215.24</i>	
8		<i>Polish Luggage Lid Outside</i>		
9		<i>Rear Bumper Cover</i>		
10		<i>Rear Body panel</i>		
11		<i>Luggage Lid Underside</i>		
12				
13		<i>Towing</i>	<i>95.00</i>	
14		<i>Hazardous Waste</i>	<i>5.00</i>	
15		<i>Flex Adhesive</i>	<i>9.00</i>	
16		<i>Unbraked Pull</i>		<i>10</i>
17		<i>2 Year Coat</i>		<i>25</i>
18		<i>Paint Materials</i>	<i>642.40</i>	
19		<i>Labor</i>	<i>1,695.00</i>	
20		<i>Parts</i>	<i>1,436.18</i>	
21		<i>Total Administrative Costs</i>	<i>640.50</i>	
22		<i>GROSS Total</i>	<i>24,763.58</i>	
23				
24				

IMPORTANT

Purchase Order Number must appear on all invoices - packaging, etc.

Please notify us immediately if you are unable to complete the order by date specified.

Please send 10 copies of your INVOICE with ORIGINAL BILL OF LADING.

PURCHASING AGENT

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 PAYMENT OF \$4,763.58 TO POWELL BODY SHOP FOR AUTO BODY REPAIRS TO JPD PATROL VEHICLE is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

James Anderson, *Deputy City Attorney* 



Date

OFFICE OF THE CITY CLERK
3/16/20 3-6-2020
Ask

ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC, FOR THE TOUGALOO SENIOR CENTER PARKING LOT PROJECT, CITY PROJECT NUMBER 20B4003.201. (WARD 2)

WHEREAS, on February 11, 2020, the City of Jackson received three sealed bids for the Tougaloo Senior Center Parking Lot Project, City Project No.20B4003.201; and

WHEREAS, the bid received from GCW Pavement Services, LLC, was rejected because it did not include the cost proposal; and

WHEREAS, the bid received from Four Seasons Enterprises, LLC, in the amount of \$26,939.23, was the lowest bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Four Seasons Enterprises, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Four Seasons Enterprises, LLC, in the amount of \$26,939.23, is accepted as the lowest and best bid 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.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract consistent with the bid accepted and the plans, specifications, and contract documents on which the bid was based.

Agenda Item #52
June 9, 2020

ITEM # _____
DATE: _____
BY: **WILLIAMS, MILLER, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
March 2, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC, FOR THE TOUGALOO SENIOR CENTER PARKING LOT PROJECT, CITY PROJECT NUMBER 20B4003.201. (WARD 2)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 4, 6 and 7																																													
3.	Who will be affected	Residents and businesses within Ward 2																																													
4.	Benefits	Parking Lot Restructuring																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Tougaloo Senior Center, Ward 2																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$26,939.23																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	CDBG 085-970.10-0B4003-201-6485																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director



Agenda Item:

Item #:

Council Meeting: Regular Council Meeting, March 17, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Parking Lot Construction

Cost: \$26,939.23

Project/Contract Type: Parking Lot Construction

Funding Source: Fund 085

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into a contract with Four Season Enterprises, LLC, for the Tougaloo Senior Center Parking Lot Project. This project will reconstruct the parking lot. 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.

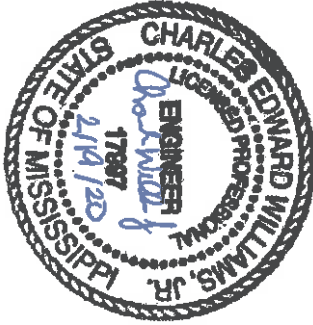
CERTIFIED BID TABULATION

Tougaloo Senior Center Parking Lot Project
 CITY PROJECT NO. 20B4003.201

Pay Item No	Description	Quantity	Units	Four Seasons Enterprises, LLC		R&L Unlimited, LLC	
				Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 500.00	\$ 500.00	\$ 8,000.00	\$ 8,000.00
2	Cold Milling of Bituminous Asphalt (3/4" to 1")	421.2	SY	\$ 12.86	\$ 5,416.63	\$ 10.00	\$ 4,212.00
3	Hot/Warm Bituminous Pavement Surface Course (9.5 mm)(1 1/2")	76.73	TONS	\$ 242.60	\$ 18,614.70	\$ 245.00	\$ 18,798.85
4	Striping (Parking Lot)	1	LS	\$ 1,269.76	\$ 1,269.76	\$ 1,500.00	\$ 1,500.00
5	Concrete Stop Bar Removal/Replacement	1	LS	\$ 1,138.14	\$ 1,138.14	\$ 1,500.00	\$ 1,500.00
Total Bid					\$ 26,999.23		\$ 34,010.85

I certify this bid to be true and accurate tabulation of the bids received by the Engineering Division at 3:30 p.m., January 21, 2020.

Charles Williams Jr., PE, PHD
 City of Jackson, MS



E B O Determination

All EBO Plan Applications submitted for Bid No. 20B4003.201 have been filed in accordance with Section XV(b) of the City's Executive Order.

Tougaloo Senior Center

Bid No. 20B4003.201

Bidder: GCW Pavement Services LLC* **Status:** NOT APPLICABLE

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>0.00 %</i>
<i>AABE</i>	<i>0.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: Four Season Enterprises LLC **Status:** NOT APPLICABLE

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>0.00 %</i>
<i>AABE</i>	<i>0.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: R & L Unlimited LLC **Status:** NOT APPLICABLE

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>0.00 %</i>
<i>AABE</i>	<i>0.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

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
3/10/20
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC FOR THE TOUGALOO SENIOR CENTER PARKING LOT PROJECT, CITY PROJECT NUMBER 20B4003.201 (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



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

3/10/20

DATE



Chokwe Antar Lumumba, Mayor

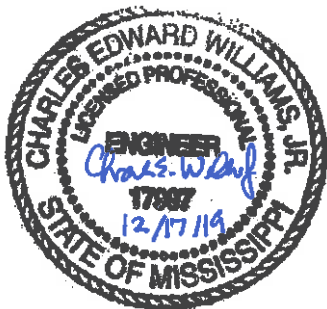
Jackson City Council

Ward 1	Ashby Foote
Ward 2	Melvin Priester, Jr,
Ward 3	Kenneth I. Stokes
Ward 4	De'Keither Stamps
Ward 5	Charles Tillman
Ward 6	Aaron Banks
Ward 7	Virgi Lindsay, President

Contract Documents, Bid Specifications & Plans for:

TOUGALOO SENIOR CENTER

City Project No. 20B4003.201



**CITY OF JACKSON, MISSISSIPPI
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

January 2020

SECTION 1

**ADVERTISEMENT FOR BIDS – NOTICE TO CONTRACTORS
TOUGALOO SENIOR CENTER
Jackson, Mississippi
PROJECT NO. 20B4003.201**

19 DEC 17 AM 11:22
RECEIVED
CITY CLERK
JACKSON, MS

Sealed bids will be received by the City of Jackson, Mississippi, until 3:30 P.M. CST, Tuesday, February 11, 2020 at the City Clerk's Office located at 219 S. President St., for supplying all labor, materials and equipment as required under the plans and specifications for the construction of **Tougaloo Senior Center, City Project No. 20B4003.201**. Please address envelope to City Clerk, P.O. Box 17, Jackson, MS 39205.

The entire project must be completed within (30) calendar days. The contract will be subject to liquidated damages in the amount five hundred (\$500.00) per calendar day for each consecutive calendar day in which the contract time is exceeded.

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 an equal business opportunity for all persons doing business with the City. As a precondition to selection, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) plan. 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 Michael Davis with the office of Economic Development at (601) 960-1856. Copies of the ordinance, EBO Plan Applications and a copy of the Program are available at 200 South President Street, Warren Hood Building, Second Floor, Jackson, Mississippi.

The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and/or conduct business in the City to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

The City of Jackson hereby notifies all bidders that in compliance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d to 2000d-4 that all bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

Contract Drawings, Contract Specifications, and Proposals forms are on file and open to public inspection on the 4th floor (Engineering Division) of the Warren Hood Building located at 200 South President Street, Jackson, MS 39205. One (1) copy of the Plans, Specifications, and Contract Documents may be procured at the Engineering Division office on the 4th Floor of the

Hood Building, upon payment of \$100.00 dollars for each set, which will not be refunded. All request and questions regarding plans and specifications can be directed to Tony Howard, Project Construction Manager, (601) 960-1651. The Standard Specifications adopted by the City Council may be procured from the Department of Public Works, if desired upon payment of \$5.00 dollars for each specification.

A Pre-Bid Conference will be held on January 22, 2020, at 10:00 A.M. local time, in the 5th floor conference room of the Warren Hood Building, 200 South President Street, Jackson, Mississippi. All potential contractors, subcontractors, and other interested parties are encouraged to attend.

“Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

Bidders must be qualified under Mississippi law and possess a certificate of responsibility issued by the Mississippi State Board of Contractors establishing its classification as to the value and type of construction on which it is authorized to bid. Each bidder must deposit with its proposal, a bid bond or certified check in an amount equal to five percent (5%) of the total bid for the work, payable to the City of Jackson, as the bid security.

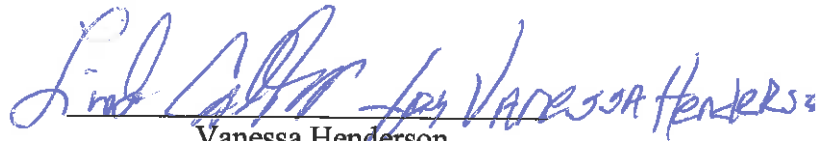
The successful bidder shall furnish a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract amount awarded. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

Proposals shall be submitted in triplicate, sealed and deposited with the City of Jackson’s City Clerk prior to the hour and date designated above. Each bidder shall write its certificate of responsibility number on the outside of the sealed envelope containing its proposal.

The City of Jackson reserves the right to reject any and all bids and to waive any and all informalities.



Robert K. Miller
Director of Public Works



Vanessa Henderson
Deputy Director
Housing & Community Development

This Legal Notice will appear Thursday, January 9, 2020 and Thursday, January 16, 2020 in the Jackson Advocate, Northside Sun, Clarion Ledger, and the Mississippi Link. Also, Wednesday, January 8, 2020 and Wednesday, January 15, 2020 in the LaNoticia.

SECTION 2

INSTRUCTIONS TO BIDDERS

1. **Date and Place of Opening Proposals:**

The date, time and place for opening proposals will be set out in the published "ADVERTISEMENT FOR BIDS FOR THE TOUGALOO SENIOR CENTER, CITY PROJECT NO. 20B4003.201."

The City reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each known prospective bidder.

2. **Form for Proposals:**

Proposals must be submitted in triplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

The City Clerk, City of Jackson
City Hall, 219 South President Street
Jackson, Mississippi 39201
Post Office Box 17
Jackson, Mississippi 39205

The outside of the envelope shall bear the inscription,

**Sealed Bid for: TOUGALOO SENIOR CENTER,
CITY PROJECT NO. 20B4003.201
CITY OF JACKSON, MISSISSIPPI**

By _____

Certificate of Responsibility Number _____

The submittal shall be in the form of one original Proposal marked "ORIGINAL" and two (2) photocopies of the original Proposal, each marked "PHOTOCOPY".

3. **Certificate of Responsibility:**

Prior to filing bids on City projects (in excess of \$50,000), the prospective Bidder must obtain a certificate of responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid.

4. **Charges for Contract Documents and Contract Drawings:**

Prospective Bidders may obtain Proposal Forms, including one copy of the Contract

Documents and one set of Contract Drawings from the City of Jackson, Engineering Division, 4th Floor, Warren A. Hood Building, 200 South President Street, Jackson, Mississippi 39202, upon payment of the amount stipulated in the "Advertisement for Bids".

If a contract award is made, the successful bidder will be furnished, free of charge, two additional sets of the Contract Documents and Contract Drawings. The Contractor may obtain a copy of the book of Standard Specifications as adopted by the City Council upon payment to the City of Jackson of the published price per volume.

In the event all bids are rejected and the project is re-advertised, the original bidders shall be entitled to free proposals for the second letting.

5. Coordination of Specifications:

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions, Supplemental General Conditions and Technical Specifications contained therein.

6. Omissions and Discrepancies:

Should a Bidder find discrepancies, errors or omissions in the Contract Documents and Contract Drawings, or should he be in doubt as to the correctness of drawing details, dimensions and layout, he should immediately notify the Engineer, in order to permit checking and any necessary revisions or modifications.

7. Modifications and Addenda:

Prior to the date set for opening of bids, the right is reserved, as the interests of the City of Jackson may require, revising or amending the Contract Documents and Contract Drawings. Such revisions, if any, will be announced by an Addendum or Addenda, and numbered copies of such Addenda will be furnished to all known prospective Bidders for acknowledgment by return mail or fax. If the revisions and Addenda are of a nature that requires material changes in quantities, or prices bid, or both, the date set for opening bids may be postponed to enable Bidders to revise their bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening bids. No Addendum shall be issued within 48 hours of the time of opening bids, unless the Addendum changes the date for opening of bids.

8. Interpretations:

No oral interpretation made to any Bidder as to the meaning of the Contract Documents or Contract Drawings shall be considered an effective modification of any of the provisions of the Contract Documents.

All requests for interpretation should be in writing addressed to:

Charles Williams, Jr., PhD, P.E.
City Engineer
Engineering Division
P.O. Box 17
200 South President Street
Jackson, Mississippi 39205

and to be given consideration, must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations will be mailed and transmitted by fax, electronic mail, or other generally accepted method of information distribution, as determined by the City of Jackson, to all known prospective Bidders (at the respective address furnished for such purposes), not later than three (3) business days prior to the date fixed for opening of bids. Failure of any Bidder to receive any interpretation shall not relieve such Bidder from any obligation under his Bid as submitted.

9. Bidder's Written Modification:

Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids provided such written communication is received by the City prior to the closing time. The written communication should not reveal the Bid Price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed Bid is opened. If a written modification is not received prior to the closing time, no consideration will be given to the modification.

10. Bid Security:

All Bids shall be accompanied by a Certified Check upon a national or state bank, or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the order of the City of Jackson, Mississippi, in the amount equal to five percent (5%) of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid.

Except as noted below, the Bid Security of all known unsuccessful bidders will be returned promptly after a Notice of Award has been sent to the successful bidder or in the event that all Bids are rejected.

The Bid Security of the successful bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed. The Bid Security of the next two lowest qualified bidders will be retained until the Contract has been executed with the lowest qualified bidder. If the lowest qualified bidder fails to execute the Contract, the Bid Security shall be forfeited to the Owner as liquidated damages and the Contract may be awarded to the next lowest bidder.

The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract and Bonds required within ten (10) working days after he/she has received notice of the acceptance of his/her Bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his/her Bid.

11. Rejection of Proposal:

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate bids, incomplete bids, erasures or irregularities of any kind. Bids receiving conditioning their consideration or rejection upon bids for the work submitted by the same bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination bids. Bids in which the prices obviously are unbalanced may be rejected.

12. General Information:

Bidder shall inform themselves and comply with all pertinent City regulations and ordinances, State and Federal Laws, licenses and tax liability which may in any manner affect their Bids and the prosecution of the work. Compliance with local and State laws shall only be to the extent that such requirements do not conflict with Federal laws and regulations.

Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the State of Mississippi.

13. Subcontracts:

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract must be acceptable to and approved by the City of Jackson, Mississippi, prior to any work being done. Subcontractors, while not being under contract to the City, must meet the same requirements as the prime or general contractor. The bidder's attention is directed to Section 8.01 of the Standard Specifications for Streets, Pavements, Sewers and Water Distribution Systems, 1963 Edition, concerning the minimum dollar value of work which must be performed by the prime contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City of Jackson.

14. Special Provisions:

Special Provisions are included in the Contract Documents. Bidders shall consider the Special Provisions as supplementary to and/or amendments of the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System of the City of Jackson, dated November 12, 1963. In addition the City of Jackson Department of Public Works will use the Mississippi Department of Transportation (MDOT) latest Red Book as supplementary to and/or amendments to the Standard Specifications for Construction of Streets, Pavements, Sewers, and Water Distribution System of the City of Jackson, dated November 12, 1963. The Special Provisions combined with the Standard Specifications and MDOT latest Red Book edition shall govern this project.

In case of any conflict or ambiguity in interpretation, the Special Provisions shall supersede those sections or portions of the Standard Specifications which are at variance therewith, but all other sections of the Standard Specifications shall remain in full force and effect, except those sections, paragraphs or words specifically deleted by the Special Provisions.

Attention is called to those parts of the Special Provisions which set forth contractual requirements concerning compliance with Federal laws and regulations.

15. Method of Award - Lowest and Best Bidder:

Unless all bids are rejected, the City of Jackson will award the Contract to the lowest and best, responsive, responsible Bidder in accordance with State and Federal law or regulations and in strict accordance with the "Instructions to Bidders" and the Contract Documents.

In determining the responsiveness of the low Bidder, the City shall consider the following factors: (1) completeness and regularity of the Bid form; (2) a Bid Form having no alternative Bids for any item, unless requested in the Contract Documents; (3) a Bid form without exclusions or special conditions; (4) a Proposal in which prices are not obviously unbalanced; (5) submission of a completed EBO Plan; and (6) such other factors as may be considered under State or Federal laws or regulations.

In determining the responsibility of the lowest Bidder, the City shall base its determination on the following factors: (1) Bidder maintains a permanent place of business; (2) Bidder has adequate plant, equipment, tools, personnel, and other required capital, to do the work properly and within the time limit that is established; (3) Bidder has adequate financial status to meet its obligations; (4) Bidder's performance on other work done for the City; and (5) Bidder's performance on similar work done for other owners.

16. Security for Faithful Performance:

Simultaneously with delivery of the executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of at least one hundred percent (100%) of the Contract Amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with the Contract as specified in the Contract Documents. The City reserves the right to require a performance and payment bond in an amount greater than the contract amount where the circumstances of the project, the risk of damage to the project or adjacent property, or other factors warrant a greater bond amount. The surety on such Bonds shall be issued by a duly authorized surety company satisfactory to the City of Jackson, Mississippi. The Performance and Payment Bonds shall be executed on forms provided in these Contract Documents.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified, effective and dated copy of their Power of Attorney. Failure of the successful bidder to execute the Contract and to supply the required bonds

within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the City of Jackson may grant based upon reasons determined sufficient by the City of Jackson, shall constitute a default, and the City of Jackson may either award the Contract to the next lowest qualified bidder or re-advertise for Bids. Additionally, the City of Jackson may charge against the bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Jackson for a refund.

17. Time for Completion and Liquidated Damages:

The Bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" of the City and to fully complete the project within the Contract Time stated in the Contract. The Bidder must also agree to pay, as liquidated damages, the sum stated for each consecutive calendar day thereafter as herein provided in the Contract Documents.

18. Conditions of Work:

Each Bidder must fully inform himself of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

19. Subsurface Data:

Subsurface data shown on the Drawings or provided separately to the Bidder is made available for general information only. The subsurface data may be inadequate for the purpose of bidding on the Contract Items. Use of the information by any bidder implies an explicit waiver of liability in favor of the City or the Engineer should any discrepancies later appear between the logs and the actual materials excavated during construction.

The making available of this subsurface data to prospective Bidders is not intended to relieve prospective Bidders from their responsibility to familiarize themselves with the subsurface conditions in accordance with Paragraphs 18 and 21 of this "Instructions to Bidders"; and the submission of a Bid constitutes an agreement by the Bidder that he shall make no claim against the City or its agents or employees because the subsurface data made available to prospective Bidders is not representative of the actual subsurface conditions.

20. Insurance:

Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of bid submission. The party awarded the contract shall have on file with the Owner prior to commencement of the work including copies of the required insurance policies in

force acceptable to the City of Jackson and endorsements to all applicable liability policies naming the Owner as an additional insured for the work contracted as per the contract documents. The party shall also have on file with the Owner an endorsement from its workers' compensation carrier evidencing waiver of subrogation, and provisions from all carriers that policies will not be canceled until at least 30 days prior written notice has been given to the Owner.

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

21. Obligation of Bidder:

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Contract Drawings and Contract Documents (including all Addenda, Special Provisions and Detailed Specifications). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of bid shall be accepted as prima facie evidence that bidder has inspected the site and is familiar with the Plans and Contract Documents.

22. Qualifications of Bidder, City's Rights:

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

23. Non-Resident Bidders:

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law, (House Bill 850, Chapter No. 527, Laws of 1988) requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

24. Materials and Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is comparable to that named in the Contract Specifications.

25. Execution of Contract:

If the successful bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the directors of the corporation authorizing him to sign the contract. Such resolution must bear the seal of the corporation.

Subject to the applicable provision of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

26. Interchangeable Terms:

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "City of Jackson" and "City" and "Owner" are interchangeable and have the same meaning. The terms "Contract" and "Agreement" are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans" are interchangeable and have the same meaning.

27. Equal Business Opportunity

Positive efforts as required in the City's Equal Business Opportunity (EBO) Ordinance shall be made by BIDDERS to utilize minority-owned businesses and female-owned businesses as sources of construction, supplies and services. The City of Jackson's participation goals are 12.41% African American Business Enterprise, 0.37% Hispanic Business Enterprise, and 4.89% Female Business Enterprise. ALL BIDDERS must submit an EBO Plan Application. Failure to submit a completed and signed EBO Plan Application shall cause the Bidder's Proposal to be rejected by the Owner as non-responsive.

ALL BIDDERS must maintain documentation of efforts made to utilize minority and female-owned businesses. BIDDERS must contact the following persons for sources of minority and female-owned firms. A copy of the Minority/Female Business Enterprises Directory is available 200 South President Street, Room 223, Jackson, Mississippi.

EBO Officer
Equal Business Opportunity Office
200 South President Street, Room 223
Jackson, MS 39201
(601) 960-1638

ALL BIDDERS must submit a completed and signed EBO Plan Application with the bid submission, which provides the required documentation of the use of minority and female-owned businesses. All minority and female business enterprises utilized MUST be certified with the City of Jackson. A copy of the Minority/Female Business Enterprise Disclosure Affidavit is available in the Office of Economic Development, 200 South President Street, Room 223, Jackson, Mississippi 39201.

28. Promote City of Jackson, Mississippi Initiative

The City of Jackson, Mississippi (“City of Jackson”) is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business in Jackson to participate in and/or institute similar measures for City of Jackson residents.

SECTION 3

TOUGALOO SENIOR CENTER
City Project No. 20B4003.201

CITY OF JACKSON, MISSISSIPPI

Chokwe Lumumba, Mayor

EQUAL BUSINESS OPPORTUNITY
(EBO)
PLAN APPLICATION

Department of Planning and Development
Office of Economic Development

Revised 06/01/05, TR

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

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 Office of Economic Development at 960-1638. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 218 South President Street, Second Floor, Jackson, Mississippi.



(EBO FORM 6-1-00)

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.

Revised 06/01/05, TR

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.

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:** _____
Address: _____
City: _____ **State:** _____ **ZIP Code:** _____
Telephone: (_____) _____
E-mail: _____

II. **Bid Name and Number:** _____

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** ***(SEE ATTACHMENTS)***
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. **Total Bid Amount:** \$ _____

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 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.**

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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.

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					
Construction					
Goods & Non-Professional Services					

VII. 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.

Authorized Signature and Title

Date

PRINT "AUTHORIZED" NAME HERE: _____

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION – ATTACHMENT

Proposed Minority/Female Business Enterprise Firms

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company

Name: _____

Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

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

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company

Name: _____

Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

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

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
 _____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
 _____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

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

Percentage of MBE and/or FBE Participation: _____ %

**SECTION 4
BIDDERS PROPOSAL**

**TOUGALOO SENIOR CENTER
CITY PROJECT NO. 20B4003.201**

Date: _____, 2020

Proposal of _____

(Name and address)

for all labor and materials for construction of **TOUGALOO SENIOR CENTER**, for the City of Jackson, Mississippi, said work being designated as **City Project No. 20B4003.201**

The Contract Drawings for said project are on file in the office of the Engineering Division, 4th Floor, 200 South President, Warren A. Hood Building, Jackson, Mississippi, 39201.

The Specifications on which this proposal is based are the Standard Specifications approved and adopted by the City Council of Jackson, Mississippi, and the Contract Documents and Special Provisions for this project, bound herein and made a part hereof by reference.

To: The City Council
 City of Jackson
 Jackson, Mississippi

Gentlepersons:

The following Proposal is made on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s), certify that I (We) have carefully examined the Contract Documents and Contract Drawings, including the Special Provisions, Detailed Specifications, and any and all Addenda thereto.

I (We) further certify that I (we) have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards,

labor, transportation, and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

In accordance with the requirements of the Contract Documents and Contract Drawings, I (We) propose to furnish all necessary materials, equipment, labor, supervision, tools, and other means of construction, and will do all work called for by the Contract Documents within the specified contract time for the following unit prices stated in this proposal.

Unit Prices are to be provided in both words and figures. In case of discrepancy, the amount shown in words shall govern. All erasures, changes, or alterations of any kind must be initialed by the Bidder.

Unit Prices shall include all labor, materials, equipment, supervision, bailing, shoring, removal, overhead, profit, insurance, and all other expenses necessary to perform the finished work of the several kinds called for.

The following is my (our) itemized proposal for construction of City Project No. 20B4003.201.

BID SCHEDULE

Tougaloo Senior Center, City Project No. 20B4003.201

Bid Proposal

	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Cold Milling of Bituminous Asphalt (3/4" to 1")	421.2	SY		
3	Hot/Warm Bituminous Pavement Surface Course (9.5 mm) (1 1/2")	76.73	TONS		
4	Striping (Parking Lot)	1	LS		
5	Concrete Stop Bar Removal/Replacement	1	LS		
Total Bid					

- City will request a mix design using a higher RAP, in conjunction with approved MDOT mix designs using RAP. Contractor will provide City Engineer with an approved mix design prior to starting asphalt resurfacing.
- Maximum of 6' milling around perimeter of parking lot.
- Please see Section 6 for clarification of the bid proposal.

Reclaimed asphalt pavement (RAP) materials may be used in the production of asphalt in the percentages of the total mix by weight set out in the following table:

Asphalt Mixture	Maximum Percentage of RAP by total weight of mix
4.75-mm	0
9.5-mm	20 *
12.5-mm Surface Lift	20 *
12.5-mm Underlying Lift	30
19-mm	30
25-mm	30

* At a minimum, RAP shall be processed and/or screened such that the RAP material size does not exceed the nominal maximum sieve size for the mixture specified.

* Contractors will agree to hold their bid prices for ninety days.

I (We) further propose to execute the contract agreement as bound herein within ten (10) working days after receipt of Contract Forms from the City and to complete the work within thirty (30) calendar days with the work schedule being as specified in the Contract Documents. I (We) agree to pay as liquidated damages in the sum of five hundred dollars (\$500.00) for each consecutive calendar day thereafter for failure to complete all work as provided in the Contract Documents.

I (We) also propose to execute Performance Bond and Payment Bond as shown in the Contract Documents, each in an amount of not less than one hundred percent (100%) of the total of my (our) bid. These bonds shall not only serve to guarantee completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a bid bond or certified check for _____

_____ Dollars (\$ _____) and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within ten (10) working days after notice of award, the amount of this check (bid bond) will be forfeited to the City of Jackson as liquidated damages arising out of my (our) failure to execute the contract as proposed.

It is understood that in case I (we) are not awarded the work, the certified check or bid bond submitted as bid security will be returned as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

Respectfully submitted

Contractor(s)

By:

(Signature)

Title

Address

BIDDER'S CORPORATE DECLARATION

(To Be Filled In If Bidder Is A Corporation)

Date: _____, 2020

Our corporation is chartered under the Laws of the State of _____,
and the names, titles and business addresses of the executives are as follows:

Treasurer

Secretary

CORPORATE SEAL

BIDDER'S PARTNERSHIP DECLARATION

Our Partnership is composed of the following individuals:

(Name)

Address

(Name)

Address

(Name)

Address

(Name)

Address

Date: _____, 2020

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal,
and _____ as Surety, are hereby
held and firmly bound unto the CITY OF JACKSON, MISSISSIPPI as Owner, in the penal sum
of _____

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____
day of _____, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to
the CITY OF JACKSON, MISSISSIPPI a certain bid, attached hereto and hereby made a part
hereof to enter into a contract in writing for the construction of **Tougaloo Senior Center, City
Project No. 20B4003.201**.

NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with said Bid) and
shall furnish a bond for his faithful performance of said contract, and for the payment of all
persons performing labor or furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Contractor(s)

SEAL

By: _____

Surety

SEAL

By: _____

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.

NON COLLUSION AFFIDAVIT OF PRIME BIDDER
City Project No. 20B4003.201

(This affidavit must be executed by the Bidder for the Bid to be considered.)

STATE OF _____

ss.

COUNTY OF _____

_____, being first duly sworn, deposes and
(Person)

says that he is _____
(Sole owner, a partner, president, secretary, etc.)

of _____ the party
(Name of Firm)

making the foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Jackson, Mississippi, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2020.

for _____ Notary Public in and
_____ County, Mississippi

(SEAL) My Commission Expires
_____, 2020

SECTION 5 CONTRACT

This Contract, made this the _____ day of _____, 2020, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and _____ doing business as a _____ located in _____, 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 **TOUGALOO SENIOR CENTER**, said project being designated City Project No. 20B4003.201 and being more completely described in the Contract Documents and Contract Drawings.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within thirty (30) calendar days as stipulated in the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day thereafter for failure to complete all work, as hereinafter provided in the Contract Documents.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, CONTRACTOR'S Proposal including the CONTRACTOR'S EBO Plan, Bid Bond, 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 to the Detail Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), 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, Contract Drawings 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 Proposal, attached hereto and made a part hereof, plus the amount of any supplemental

agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of _____ Dollars \$ _____), 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, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, 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. 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 _____ Dollars (\$ _____).
7. 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 _____ Dollars (\$ _____).
8. The CONTRACTOR agrees to allow the City, 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.
9. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.
10. The OWNER will pay the Contractor in the manner and at times and amounts as set forth in the Contract Documents. The Owner shall be entitled to retain a portion of each pay estimate as specified in Paragraph 29 Section 7, Supplements and Amendments to the General Provisions until completion and acceptance of all work covered by the Contract Documents and Drawings.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
12. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:

- a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
 - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
 - c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all subcontractors and suppliers.
 - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE CONTRACTOR organizations, MBE and FBE assistance organizations.
 - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
 - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
 - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
 - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
13. The CONTRACTOR further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance;
 - b. Withholding of all future payments under the involved project until it is determined that the CONTRACTOR is in compliance.
 - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the CONTRACTOR demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;

- d. Cancellation of the eligible project.
- 14. 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.
- 15. The CONTRACTOR agrees to comply with all applicable laws and regulation required by the Unites States Department of Housing and Urban Development Community Development Block Grant Program including, but not limited to those provisions in Section 7 of the Contract Documents, Bid Specifications & Plans.
- 16. The CONTRACTOR agrees to comply section 135.38 (Section 3 Clause) as provided on page 699 in Section 8.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in eight (8) 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 _____

COUNTY OF _____

On this _____ day of _____, 2020, 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
Tougaloo Senior Center
City Project No. 20B4003.201

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

200 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called OWNER, in the penal sum _____
_____ 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 _____
_____, 2020, a copy of which is hereto attached and made a part hereof for the
construction of:

City Project No. 20B4003.201

TOUGALOO SENIOR CENTER

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 eight (8) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

CONTRACTOR

BY: _____ (s)

(Principal) Secretary

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

(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.

PAYMENT BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS
Tougaloo Senior Center
City Project No. 20B4003.201

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

200 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called OWNER, in the penal sum _____
_____ 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 _____
_____, 2020, a copy of which is hereto attached and made a part hereof
for the construction of:

City Project No. 20B4003.201

TOUGALOO SENIOR CENTER

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 eight (8) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

CONTRACTOR

BY: _____ (s)

(Principal) Secretary

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

(SEAL)

BY: _____
Attorney-in-Fact

Witness as to Surety

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.

SECTION 6

SUPPLEMENTAL GENERAL CONDITIONS

SCOPE OF WORK

The work required under this contract consists of the restructuring Tougaloo Senior Center within the City of Jackson. The bid proposal has quantities to remove and replace existing curb types, and asphalt.

This shall be accomplished by COLD MILLING areas to a minimum depth of $\frac{3}{4}$ " to a maximum of $1\frac{1}{2}$ ". The Contractor and City Engineer will determine the milling depth best suitable to minimize damage to the existing base structure prior to asphalt paving.

The MILLING EQUIPMENT that will be used in this contract will be determined by the contractor. The milling machine will be a size that will not damage the existing structures. If such damage does occur, the contractor will be responsible for excavating the damaged area and repairing the damaged area back to city specifications. At this time the decision will need to be made about the machine that will not damage the city structures, but will do the job. Once this decision has been made to the satisfaction of the City Engineer, the contractor will then be allowed to proceed with their work.

The payment for milling will be accessed after an asphalt surface is milled and before it is resurfaced. The contractor will be responsible for disposing of milled material from the project site. The contractor shall apply credits toward asphalt tonnage unit price for reclaimed asphalt pavement (RAP) when preparing bid proposal. The City plans to use a standard hot/warm asphalt design with 20% Rap (Surface), and 30% RAP (Base/Binder). The contractor can use a warm mix meeting all MDOT requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2004 or latest edition.

The asphalt surface course will vary from 1" to $1\frac{1}{2}$ " thick, and will determine by the City Engineer or the representative for the city. This contract will consist of an asphalt surface that will only require $1\frac{1}{2}$ " of asphalt surface course.

All driveways shall be tied into the newly resurfaced asphalt surface before the contractor leave the site, unless otherwise allowed by the engineer or his representative. It will also be the responsibility of the contractor to insure that cars do not drag from the driveway.

Asphalt surface shall be resurfaced within a maximum period of two weeks after it has been milled. If the asphalt surface is not resurfaced in the two week time frame set forth a reduction in payment for the asphalt will be administered as described in table A.

All clean-up of debris after resurfacing shall be completed within a maximum period of two weeks. The clean-up, including removal and disposal of existing sediment and debris accumulated within the curb gutter, before and after an asphalt surface is resurfaced will be an absorbed pay item under the asphalt surface course pay item. If an asphalt surface is not cleaned within the two week time frame set forth a reduction in payment for clean-up will be administered as described in table A.

If a contractor does not resurface or clean-up an asphalt surface within five (5) weeks of the time the work was initiated the contract at that time can be terminated at the City of Jackson's discretion.

The amounts of these deductions are to cover the damages to the City due to the failure of the Contractor to complete the work or any part of the work within the time specified and such deductions are not to be considered penalties.

TABLE A
(Payment Schedule)

<u>Pay Factor</u>	<u>Number of Days Past Due</u>
0.90	15
0.50	21
No Pay	28 or more

The over-lap in the application of the bituminous material shall be the minimum to assure complete coverage. Where any construction joint occur the treatment of the edges shall be blended so there are no gaps and the elevations are the same, free from ridges and depressions.

Asphalt surface is to be resurfaced with an adequate crown to insure proper drainage. The asphalt must transition evenly and parallel with the edge of the gutter line when a street is resurfaced. Any curbing identified for removal/replacement shall be coordinated with the City Engineer, City representative, and Contractor prior to paving any street. The replacement curb shall be on grade to provide positive drainage, and if any grade elevations are required to ensure proper tie-in to the new asphalt. It shall be paid for out the Surveying line item.

Subgrade preparation shall result in a smooth, firm and compacted foundation for the base course to be placed thereon. All soft and yielding or unsuitable material shall be removed and replaced with soil which will readily compact. The density of the top 6 inches of the subgrade shall not be less than 95% when tested. The subgrade shall be maintained at the proper moisture content and density until the base course is laid.

The contractor will be responsible for identifying all failed areas of dig out before resurfacing a street. This information must be provided to a City representative before a street is resurfaced. The contractor will be required to repair all pavement cracking, distresses and failures during the one year warranty period.

REMOVAL OF CARS FOR PROJECT SITE: In the event that cars are parked on the asphalt surface which is to be resurfaced, it shall be the contractor's responsibility to provide written notice to the owners of the cars asking them to remove the cars from the site. This will be accomplished by placing flyer on the cars at least forty-eight (48) and not more than seventy-two (72) hours before the contractor plans to work on the street. If the cars have still not been removed when the work is to begin, it will be the City's responsibility to relocate the vehicles from the site.

SECTION 7

SUPPLEMENTS AND AMENDMENTS TO THE GENERAL PROVISIONS

The following supplements and amendments to the General Provisions set forth in the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System dated November 12, 1963 (as amended) shall be applicable to the work and the requirements of the Contract of which these form a part:

1. **THE COUNCIL**: Article 1.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.05 THE COUNCIL: The Mayor and Council of the City of Jackson.”

2. **ENGINEER**: Article 1.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.07 ENGINEER: The Director of the Department of Public Works of the City of Jackson, or his authorized representative.”

3. **CONTRACT**: Article 1.19 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.19 CONTRACT: The written agreement between the CONTRACTOR and the OWNER governing the performance of the work and the furnishing of labor, materials, tools, equipment and incidentals necessary for the construction of the work. The Contract Documents shall include the Advertisement for Bids, Instruction to Bidders, Equal Business Opportunity Plan, CONTRACTOR’s proposal and proposal forms, Standard Specifications, Supplemental General Provisions, Special Provisions, Bid Bond, Performance Bond, Contract Drawings, Notice of Award, Notice to Proceed, and addenda if any. It shall also include any and all Supplemental Agreements and Change Orders required to complete the construction of the work in a substantial and acceptable manner.”

4. **CONTRACT TIME**: Article 1.25 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.25 CONTRACT TIME: The number of calendar days shown in the Proposal, representing the time allowed and agreed upon by both parties for the completion of all items of work contemplated in the Contract.”

5. **CALENDAR DAYS**: Article 1.26 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.26 CALENDAR DAYS: A calendar day is defined as any day shown on the calendar beginning and ending at midnight.”

6. **CONSULTING ENGINEER:** Article 1.29 shall be added to the Standard Specifications as follows;

“1.29 CONSULTING ENGINEER: When the OWNER employs a consulting engineer, he shall be identified in the Advertisement for Bid and/or the Instructions to Bidders.”

7. **DISQUALIFICATION OF BIDDERS:** Article 2.11 of the Standard Specifications shall be amended to include the following:

“Disqualification of Bidders: Any one or more of the following causes may be considered as sufficient for the disqualification of the bidder and the rejection of his bid:

1) for failing to pay, or satisfactorily settle, all bills due all persons furnishing labor, equipment and supplies on former contracts; or for being in arrears on existing contracts; or being in litigation with the OWNER; or having defaulted on a previous contract.”

8. **AWARD OF CONTRACT:** The first sentence of Article 3.02 shall be deleted in its entirety and the following sentence substituted therefor;

“3.02 AWARD OF CONTRACT: The award of contract, if made, will be within ninety (90) days after the date of the letting.”

9. **RETURN OF PROPOSAL GUARANTEES:** The first paragraph of Article 3.03 shall be deleted in its entirety and the following paragraph substituted therefor:

“3.03 RETURN OF PROPOSAL GUARANTEES: All bid bonds and certified checks will be retained by the City Clerk until after the successful bidder has executed the contract and furnished all contract bonds.”

The third paragraph of Article 3.03 shall be revised as follows:

“Change thirty (30) days to sixty (90) days.”

10. **REQUIREMENTS OF CONTRACT BONDS:** Article 3.04 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“3.04 REQUIREMENTS OF CONTRACT BONDS: In order to insure the faithful performance of each and every condition, stipulation, and requirement of the contract, for the prompt payment to all persons supplying labor and materials in prosecution of the work and to indemnify and save the OWNER harmless from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful bidder to whom the contract is awarded shall, within ten (10) working days from notice of award, furnish and deliver a Payment Bond and a Performance Bond each in an amount not less than the full amount of the contract. These bonds may be made by any surety company that is authorized to do business in the State of Mississippi and listed on the

United States Treasury Department's list of acceptable sureties, or such bonds may be guaranteed by a personal surety as provided herein. The personal surety shall deposit with the State Treasurer cash or certificates of deposit in an amount not less than the amount of the contract, and the State Treasurer shall hold that amount in trust and on deposit for the benefit of the OWNER. Except for personal sureties, no surety or surety company shall be allowed to guarantee or write bonds for the benefit of the public body that is a party to a contract providing for the construction or public work unless that surety is listed on the United States Treasury Department's list of acceptable sureties. Such bonds shall be on the forms approved by the OWNER and must be signed or countersigned by a Mississippi Resident Agent who has filed with the OWNER such papers necessary to show himself qualified for the execution of such instruments.

When specifically required by the Contract Documents, the CONTRACTOR shall furnish and deliver to the OWNER any additional bonds that may be required such as a Maintenance Bond or other special bond which may be specified to protect the OWNER on particularly hazardous projects.

CONTRACTORS shall comply with the insurance requirements set forth in Paragraph 17 of these Supplements and Amendments to the General Provisions."

Any person supplying labor or materials for the prosecution of the work described in the Contract Documents shall, upon request to the OWNER, be furnished with a certified copy of the contract and bonds.

11. **EXECUTION OF CONTRACT:** The last sentence of Article 3.05 of the Standard Specifications shall be deleted in its entirety and the following sentence substituted therefor;

"The Contract and Contract Bonds shall be executed only on the forms prepared and furnished by the OWNER."

12. **CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK:** Article 4.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

"4.03 CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK: The quantities of unit pay items listed in the proposal forms are to be considered approximate only. The Engineer reserves the right to make such alterations in the plans or in the extent of the work as he may consider desirable or necessary during the progress of the work to satisfactorily complete the proposed construction.

The Engineer may, under this reservation, increase or decrease any or all of the quantities of pay items as set out in the proposal, or delete certain items of work from the contract, provided, however, that the total value of such decrease, whether applying to one or more than one item, does not decrease by more than twenty-five percent (25%) of the total amount of the contract as determined from the sum of the preliminary values in the proposal.

The Engineer may, under this reservation, increase one or more than one of the pay items as set out in the proposal by up to twenty-five percent (25%), provided however that the total value of such increase shall not exceed one percent (1%) of the total amount of the contract as determined from the sum of the preliminary values in the proposal. If the proposed increase exceeds one percent (1%) of the total value of the project, a formal Supplemental Agreement shall be executed by and between the OWNER and the CONTRACTOR, subject to the approval of his surety and the City Council, before the work is done.

It is understood that variations in quantities, within the above limitations, shall not be considered as a waiver of any condition of the contract, nor invalidate the CONTRACTOR's proposal and the CONTRACTOR shall perform the work as increased or decreased for the contract unit prices bid.

In the event that the value of the original contract price would be diminished by twenty-five percent (25%) or more, or in special cases where the Engineer considers it necessary to alter or revise the plans and/or specifications, thereby increasing the CONTRACTOR's cost of labor, materials and equipment, the CONTRACTOR shall submit a request for an adjustment of the contract unit price or prices for the affected items. Any such claim shall be presented in writing before the work is performed and shall be thoroughly and completely supported by a detailed breakdown, showing the comparative cost of the materials, labor, supplies, equipment, overhead and profit of both the original and the revised items of work. The Engineer will thereupon promptly investigate the CONTRACTOR's claim, and if found to be justifiable, an equitable adjustment in the contract unit price will be negotiated for the item or items affected and the contract modified by a formal Supplemental Agreement to be executed by and between the OWNER and the CONTRACTOR, subject to the approval of his surety and the City Council.

If the parties to the contract fail to agree on the adjusted unit price or prices, the OWNER reserves the right to order the items of work as revised, performed on a force account basis, with compensation to be allowed as set forth in Section 9.04."

13. **CONTROL OF WORK:**

Article 5 of the Standard Specifications shall be amended as follows:

(a) Add to Subsection 5.02 the following:

"Engineering data covering all equipment and fabricated materials to be furnished under this Contract shall be submitted to the Engineer for review. These data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing

essential details of any changes proposed by the CONTRACTOR and piping layouts.

No work shall be performed in connection with The fabrication or manufacture of materials and equipment, nor shall any accessory or appurtenance be purchased until the drawings and data therefor have been reviewed, except at the CONTRACTOR's own risk and responsibility.

The CONTRACTOR shall submit promptly to the Engineer five (5) copies of each drawing and necessary data. After examination of such drawings and data by the Engineer and the return thereof, the CONTRACTOR shall make such corrections as have been indicated and shall furnish the Engineer with five corrected copies. If requested by the Engineer, the CONTRACTOR must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the CONTRACTOR will nevertheless be responsible for the accuracy of such drawings and data and for their conformity to the Plans and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings and data.”

- (b) Delete Subsection 5.04 from the City of Jackson Standard Specifications and substitute therefore the following:

“5.04-Coordination of Plans, Specifications and Special Provisions: The Plans, Standard Specifications, General Conditions, Supplemental General Conditions, Special Provisions and all supplemental plans and documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete Work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over sealed dimensions. Plans shall govern over standard specifications. Special provisions shall govern over plans, general conditions and supplemental general conditions. Supplemental general conditions shall govern over general conditions. General conditions shall govern over federal provisions.

The CONTRACTOR shall not take advantage of any apparent error or omission in the plans or specifications. In the event the CONTRACTOR discovers any apparent error or discrepancy, he shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the Plans;

- (c) Cooperation of CONTRACTOR: Add to Subsection 5.05 the following:

“The CONTRACTOR shall, upon the recommendation of the Engineer and the concurrence of the OWNER, replace any CONTRACTOR’s representative deemed incapable of meeting the requirements of Paragraph 2 of this subsection. Such replacement will be conducted without delay, additional compensation or a contract time extension. Failure to conduct such replacement shall cause payments to the CONTRACTOR to be withheld until replacement is made.”

14. **CONSTRUCTION STAKES:** Article 5.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“5.07 CONSTRUCTION STAKES: The Engineer will establish bench marks and horizontal control points in close proximity to the work. From these control points, the CONTRACTOR shall lay out the work by establishing all lines and grades necessary to control the work and shall be responsible for the precise location of all facilities. All survey, layout and measurement work from the Engineer’s control points shall be the sole responsibility of the CONTRACTOR. This shall include (but not be limited to) setting grade stakes, offset stakes, easement limits, batter boards, centerline, structure layout, bench-mark elevation transfer and any other work necessary to establish lines and grades.

The Engineer may make checks as the work progresses to verify lines and grades established by the CONTRACTOR to determine the conformance of the completed work as it progresses with the requirements of the Contract Documents and Contract Drawings. Such checking by the Engineer shall not relieve the CONTRACTOR of his responsibility to perform all work in connection with the Contract Drawings and Contract Documents and the lines and grades given herein.

The CONTRACTOR shall inform the Engineer a reasonable time in advance so that control points can be furnished and measurements for record and payment made with a minimum inconvenience to the Engineer and minimum delay to the CONTRACTOR.”

15. **BENEFICIAL OCCUPANCY:** Article 5.09.1 of the Standard Specifications shall be deleted in its entirety.
16. **LAWS TO BE OBSERVED:** Article 7.01 of the Standard Specifications shall be amended to include the following paragraph;

“The CONTRACTOR shall conform to all applicable federal, state, and local laws and the rules and regulations of all authorities having jurisdiction over the construction of the project. No statement or requirement in these specifications shall be construed to abrogate any applicable federal, state, or local law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein by reference and the Contract shall read and enforce as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.”

17. **INSURANCE REQUIREMENTS:** Article 7.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.03 INSURANCE REQUIREMENTS: Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain, at his own expense, any additional kinds and amounts of

insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Jackson.

If a part of this Contract is sublet, the CONTRACTOR shall require each subCONTRACTOR to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the OWNER before the policy is canceled or changed. No CONTRACTOR or subCONTRACTOR will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. Failure to file certificates shall not relieve the CONTRACTOR's responsibility to obtain such coverage as required. In addition to the insurance certificates, CONTRACTOR shall provide the OWNER with copies of the policies of insurance required.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

(a) Workers' Compensation and Employer's Liability Insurance.

This Insurance shall protect the CONTRACTOR against all claims under applicable State Workers' Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subCONTRACTOR to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an "all states" endorsement.

(b) CONTRACTOR's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subCONTRACTORS shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR's operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

(c) CONTRACTOR's Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subCONTRACTORS in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of ONE MILLION DOLLARS (\$1,000,000) for Public Liability Insurance and ONE MILLION DOLLARS (\$1,000,000) for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

(d) Automotive Public Liability and Property Damage:

The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

- (1) CONTRACTOR's own automobiles and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks owned by subCONTRACTORS.

The above is to cover use of automobiles and trucks on and off the site of the project.

(e) Owner's Protective Liability Policy:

The CONTRACTOR shall maintain Owner's Protective Liability Insurance with the City of Jackson as named insured and the Consulting Engineer, and their servants, agents and employees; and Mississippi Power and Light Company and Mississippi Valley Gas (when work is performed on, across or beneath their right-of-way) as additional insureds in amounts not less than the following:

- (1) Bodily injury in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

(f) Builder's Risk Insurance (Fire and Extended Coverage):

Until the Project is completed and is accepted by the Owner, the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime CONTRACTOR, and subCONTRACTORS as their interest may appear.

All insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the work included in the Contract.

18. PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS: Article 7.09 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.09 PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS: Prior to any work, the CONTRACTOR shall have available barricades, signs and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the Plans and Specifications, the decision of the Engineer shall be final as to the type, number and location of all barricades, signs and lights.

In all cases, the type, number and location of all barricades, signs and lights shall conform to the standards set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways” as adopted by the City Council.

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use are of such a character as to endanger passing

traffic, the CONTRACTOR shall, regardless of the time of day, provide such barricades, signs and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The CONTRACTOR shall, for twenty-four (24) hours per day during the total time of the Contract (Sundays and holidays included), maintain an emergency telephone number and have available at this telephone a man to take emergency calls. This man shall have the authority to direct men and materials to the point of emergency for necessary corrective measures.

Immediately upon the receipt of the construction work order and prior to the beginning of the work, the CONTRACTOR shall notify the Engineer in writing of the aforementioned emergency telephone number giving the names of the men assigned the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways". Lights shall also comply with requirements outlined in the "Manual on Uniform Traffic Control Devices for Streets and Highways".

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates to maintain a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to insure a minimum of twenty-four (24) hours continuous burning. The CONTRACTOR shall, at any time that he is so directed by the Engineer, repair, remove or replace any sign, barricade or light if, in the opinion of the Engineer, the said sign, barricade or light is not performing its function as set forth in these Contract Documents.

19. **PROTECTION AND RESTORATION OF PROPERTY:**

Article 7.10 of the Standard Specifications shall be amended to include the following paragraphs:

"The CONTRACTOR will be required to protect adjacent property from dust caused by his operations to the maximum extent possible. Watering equipment shall be available on the project site at all times and shall be used as needed to control the formation of dust. The equipment and operators therefor shall be available at all times including nights, weekends, and holidays.

The CONTRACTOR shall furnish all necessary equipment and labor for cleaning of streets (mud, dust, pavement, etc.), removal of debris, cleaning of ditches, etc. to protect the traveling public, adjacent property owners and existing structures. Equipment and operators shall be available at all times including nights, weekends and holidays.

The CONTRACTOR shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other CONTRACTORS or

subCONTRACTORS, and all public and private property including structures, sewers and utilities, above and below ground.

The CONTRACTOR shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The CONTRACTOR shall give reasonable notice to the Owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities.”

20. **CONTRACTOR’S RESPONSIBILITY FOR PROTECTION OF UTILITY PROPERTIES AND SERVICE:**

Article 7.14 of the Standard Specifications shall be amended to include the following paragraphs:

“Existing underground and/or overhead utilities such as water mains, gas mains, sewers, telephone lines, power lines, and other structures in the vicinity of the work to be done hereunder are not indicated on drawings. CONTRACTOR is responsible for determining the location of any underground utilities that might be disturbed during the performance of the work.

The CONTRACTOR shall be solely responsible for locating all existing underground installations, in advance of excavating or trenching, by contacting the owners thereof and prospecting. The CONTRACTOR shall use his own information.

Any delay, additional work, or extra cost to the CONTRACTOR caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

The sanitary sewers and water mains are property of the City of Jackson, Mississippi. Any facility damaged through negligence on the part of the CONTRACTOR shall be restored at his expense. All sanitary sewers and water mains within the work area shall be maintained in service by the CONTRACTOR. Any work required to maintain said service shall be done at the CONTRACTOR’s expense.

All power lines are the property of Entergy. All construction work in the vicinity of the overhead distribution lines shall be conducted in such a manner that a clearance of not less than eight (8) feet from said lines shall be maintained at all times. In the event the CONTRACTOR finds it impossible to maintain the above required clearance, it shall be his responsibility to notify Entergy sufficiently in advance so that corrective measures can be taken without undue delay in the work. Any guarding and/or temporary relocation of overhead distribution lines will be done by Entergy at the CONTRACTOR’s expense.

All underground telephone facilities are the property of BellSouth. If underground ducts must be removed or relocated for the construction of this Project, they will be so removed by BellSouth at no expense to the CONTRACTOR. The CONTRACTOR will, however, coordinate his work and needs with the telephone company to assure a minimum amount of conflicts and delays. Should telephone facilities be found which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.

Underground gas lines which are the property of Atmos Energy will be treated in the same manner as outlined above for telephone utilities. Gas lines, which must be relocated, will be relocated by Atmos Energy at no expense to the CONTRACTOR.

The CONTRACTOR will coordinate his work and needs with all utility companies including telephone, natural gas, cable television, and any private utilities, to assure a minimum amount of conflicts and delays. Should telephone facilities be found which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.”

21. **GUARANTEE PERIOD:**

The Standard Specifications shall be amended to include the following Article:

“7.18 GUARANTEE PERIOD: The CONTRACTOR shall warrant all materials and equipment furnished and all work performed for a period of one (1) year from the date of final acceptance of the work in writing by the OWNER, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications.

Within the guarantee period and upon notification of the CONTRACTOR by the Owner, the CONTRACTOR shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the Engineer or the Owner, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.

The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the Owner gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.”

22. **SUBLETTING OR ASSIGNING CONTRACTS:**

Article 8.01 of the Standard Specifications is hereby amended as follows:

In Subsection 8.01 “Subletting or Assigning Contracts” of the City of Jackson Standard Specifications, change Seventy-Five Percent (75%) to Fifty Percent (50%). (See Paragraph 1 and Paragraph 2.)

23. **PROSECUTION OF THE WORK:**

Article 8.02 of the Standard Specifications shall be amended to include the following paragraphs:

“Prior to the issuance of the ‘Notice to Proceed’, the CONTRACTOR and the Engineer shall hold a preconstruction conference to devise a schedule for construction and establish methods of procedure. The CONTRACTOR shall inform the Engineer in advance concerning his plans for carrying on each part of the work. If at any time the CONTRACTOR’s plant or equipment or his methods of executing the work appear to the Engineer to be inadequate to insure the required safety, quality, or rate of progress of the work, the Engineer may order the CONTRACTOR to increase or improve his facilities or methods and the CONTRACTOR shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the CONTRACTOR from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods. The CONTRACTOR shall be entirely responsible for the preparation and implementation of all safety programs.

Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the CONTRACTOR; and the Engineer and Owner will assume no responsibility therefor.

Approval by the Owner or Engineer of any plan or method of work proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any responsibility therefor, and such approval shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent, or employee thereof. The CONTRACTOR shall have no claim on account of the failure or inefficiency of any plan or method so approved.”

24. **SCHEDULE OF PROGRESS:**

Article 8.02 of the Standard Specifications shall be amended to include the following paragraphs:

“The CONTRACTOR shall submit a Schedule of Progress to the Engineer for acceptance at the Pre-Construction Conference. The Schedule shall be in the form of a progress chart indicating pay items, value of pay items, projected monthly value of work accomplished for each pay item, and approximate dates on which each pay item is expected to start and finish. The Schedule shall also indicate the approximate percentage of work scheduled for completion at any time by means of an “S-Curve.” Approximate delivery dates of major or critical items of equipment and material shall be indicated, as well as dates and duration for the startup of new facilities and the shutdown of any existing facilities. The Schedule shall be updated and submitted as a part of each Periodic Pay Estimate.

The CONTRACTOR shall also forward to the Engineer, attached to each Periodic Pay Estimate, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If, in the opinion of the Owner, the CONTRACTOR falls behind the approved construction schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress including but not limited to increasing the number of shifts, or overtime operations, or days of work, or the amount of construction plant, or updating the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary by the Owner to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

Failure of the CONTRACTOR to comply with the requirements of the Owner under this provision shall be grounds for determination by the Owner that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the Owner may terminate the CONTRACTOR’s right to proceed with the work or any separable part thereof in accordance with Section 8.08 - Termination of Contract.

25. **TEMPORARY SUSPENSION OF WORK:**

The third sentence of the first paragraph of Article 8.05 of the Standard Specifications shall be deleted and the following sentence substituted therefor:

“No calendar days will be charged against the specified contract time during such periods of enforced shut downs unless the work is suspended because of the CONTRACTOR’s negligence or failure to perform the work in accordance with the specifications and special provisions, or because of his failure to comply with any and all provisions of the contract.”

26. **DETERMINATION AND EXTENSION OF CONTRACT TIME:**

Article 8.06 of the Standard Specifications shall be amended as follows:

In the first sentence of the first paragraph, delete "working days" and substitute "calendar days" therefor.

Delete the first sentence of the second paragraph.

Delete the third paragraph in its entirety and substitute the following:

"If it becomes necessary to require the CONTRACTOR to perform additional work in order to bring about the satisfactory completion of the Contract, then the contract time shall be adjusted in the same ratio which the net cost of the increase (see example below) bears to the original value of the Contract."

Example:

<u>Item</u>	<u>Original Value</u>	<u>Final Value</u>	<u>Change</u>
a	\$ 5,000	\$ 6,000	+1,000
b	4,000	2,000	-2,000
c	3,000	7,000	+4,000
d	<u>6,000</u>	<u>6,000</u>	0
Totals	\$ 18,000	\$ 21,000	+3,000

Original Contract Amount: \$50,000 No. of Days 100

Time Adjustment $\frac{3,000}{50,000} \times 100 = + 6$

Additional Contract Time = 6 Calendar Days

27. **FAILURE TO COMPLETE THE WORK ON TIME:**

Article 8.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

"8.07 FAILURE TO COMPLETE THE WORK ON TIME: Should the CONTRACTOR fail to complete the work or any specified portion thereof within the specified time(s) or within any extra time(s) allowed under these Contract Documents, a sum of money as set forth in the Contract shall be deducted from any funds due the CONTRACTOR. If no money is due the CONTRACTOR, the OWNER shall have the right to recover the said sum or sums from the CONTRACTOR, the Surety or from both. The amounts of these deductions are to cover the liquidated damages to the OWNER due to the failure of the

CONTRACTOR to complete the work or any part of the work within the time specified. Such deductions are not to be considered as penalties.”

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the CONTRACTOR would default or otherwise abandon the project. In the event the CONTRACTOR does default or otherwise abandon the project the OWNER reserves the right to collect from the CONTRACTOR or its surety, in addition to the liquidated damages, the actual damages, including additional engineering costs, incurred by the OWNER as a result of the default or abandonment.

28. **FULFILLMENT OF CONTRACT:**

Article 8.09 of the Standard Specifications shall be deleted and the following substituted therefor:

“8.09 FULFILLMENT OF CONTRACT: The contract shall be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the OWNER, the final estimate paid, and the warranty period has expired. The CONTRACTOR will then be released from further obligation except as set forth in the contract bonds, or as provided by law.

29. **MONTHLY ESTIMATES AND PARTIAL PAYMENTS:**

Article 9.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

MONTHLY ESTIMATES AND PARTIAL PAYMENTS: The CONTRACTOR’s partial payment period shall end the 15th of each month. The CONTRACTOR shall submit acceptable Partial Payment Requests to the Engineer by the 20th of each month provided that the amount due on completed work is at least FIVE HUNDRED DOLLARS (\$500.00). The Engineer shall forward the Partial Payment Request with his recommendation to the OWNER within five (5) working days after receipt from the CONTRACTOR.

The Owner will pay to the CONTRACTOR in the manner and at such times and amounts as set forth in the Contract Documents. The Owner shall be entitled to retain five percent (5%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. If the total amount of this contract is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or the CONTRACTOR subcontracts any of the contract, regardless of amount, Owner shall be entitled to retain five percent (5%) of the amount of each payment until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer’s opinion, at which time the Owner will pay fifty percent (50%) of the retainage held to date to the CONTRACTOR for distribution to the appropriate subCONTRACTORS and suppliers. Thereafter, the Owner shall be entitled to retain two and one-half percent (2½%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents

and any amendments to the Contract Documents. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the City Council, the Engineer may be authorized to include in any monthly estimate advances covering approximately ninety-five percent (95%) of the value of unused materials delivered and stored on the site of the work.

The OWNER will pay the CONTRACTOR within forty-five (45) calendar days of receipt of invoices by the OWNER indicating interim payments or monies due to the CONTRACTOR, provided part of the amount due is not disputed by the OWNER. If an amount is disputed, the OWNER will pay the undisputed portion of the invoice. If monies are not paid within sixty (45) calendar days, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. This sum will not be included in a subsequent estimate until the defects have been remedied to the Engineer's satisfaction.

The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

The CONTRACTOR may, with the written consent of his or its surety, from time to time, withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR pursuant to the terms of the contract by depositing with the Treasurer of the City of Jackson the following security, or any combination thereof in an amount equal to or in excess of the amount so withdrawn, said securities to be accepted at the time of deposit at market value but not in excess of par value, to wit:

- (1) U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, or U.S. Treasury Bills, or
- (2) Bonds or notes of the State of Mississippi, or
- (3) Bonds of any political subdivision of the State of Mississippi, or
- (4) Certificates of Deposit issued by commercial banks located in the State of Mississippi, provided that such certificate is negotiable or is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, or
- (5) Certificates of deposit issued by savings and loan associations located in the State of Mississippi, the accounts of which are insured by the Federal Savings and Loan Insurance Corporation, or whose accounts are insured by a company approved by the State Board of Savings and Loan Associations, provided that such certificate is made payable with accrued interest on demand and is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, and provided that any such certificate from any of the savings and loan associations referred to in this subparagraph shall not be for an amount in

excess of the maximum dollar amount of coverage of the Federal Savings and Loan Insurance Corporation.

In the event the CONTRACTOR defaults in the performance of the Contract or any portion thereof, the securities deposited by him in lieu of retainage and all interest, coupons, and income accruing on the securities after the default, may be sold by the OWNER, and the proceeds of the sale applied as if they represented the retainage provided for under the contract.

30. **FINAL ESTIMATE AND PAYMENT:**

Article 9.08 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

“9.08 FINAL ESTIMATE AND PAYMENT: After final inspection and acceptance of the work, the Engineer will prepare a final estimate of the work done under the Contract and compute the value thereof including all extra work performed under authorized agreements. Quantities of pay items shown on all prior monthly estimates shall be subject to correction in the final estimate. From the amount of the final estimate there shall be deducted all partial payments previously made to the CONTRACTOR including advances on materials, liquidated damages for overrun in Contract time, if any, and all other charges legally chargeable to the CONTRACTOR under the terms of the Contract.

The balance due shall be paid to the CONTRACTOR within forty-five (45) days after acceptance of the work; provided however, that prior to delivery to the CONTRACTOR of the final payment, the CONTRACTOR shall first furnish the OWNER a properly notarized affidavit certifying that all claims, liens or other outstanding obligations incurred by him and his Subcontractors in the performance of the work have been paid and settled.

The CONTRACTOR shall also provide the Engineer, prior to final payment, a set of marked up construction drawings showing changes incorporated during construction, actual field conditions encountered, change orders, conflicts, and the true location of all utilities discovered during construction.

The OWNER may also withhold final payment to the CONTRACTOR unless the CONTRACTOR'S surety agrees in writing to the release of the retainage and final settlement.

Final payment by the OWNER shall terminate the Contract and relieve the CONTRACTOR of any further obligation to the OWNER in connection with the work covered by the Contract except for correction of deficiencies, if any, which occur within the one-year warranty period, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications; provided however, that final payment or nothing herein shall release the CONTRACTOR or his surety from responsibility for any claims arising out of faulty or defective work or occasioned by fraud, whether concealed or unconcealed, wrongful act, overcharge or failure to discharge

the obligations assumed under the terms and conditions of the Performance Bond or as required by statutory law.

Payment of the final estimate by the OWNER and the acceptance by the CONTRACTOR of the remaining monies due him in full settlement shall operate as a waiver of all claims by the CONTRACTOR against the OWNER, its officials, employees and agents and thereby releases the OWNER from any further obligations under the Contract.”

31. **PAYMENT OF INTEREST ON DELINQUENT ACCOUNTS:**

If the CONTRACTOR has a delinquent balance owed to any subcontractor(s) or supplier(s), then the CONTRACTOR shall, upon any payment to the CONTRACTOR by the OWNER, pay each subcontractor and supplier in proportion to the percentage of work completed by the subcontractor or supplier. If the CONTRACTOR receives less than the full payment due under the Contract, the CONTRACTOR shall be obligated to disburse a pro rata share of the funds received, with the CONTRACTOR, subcontractor(s) and material supplier(s) each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR fails to make any payment to the subcontractor(s) or material supplier(s) within fifteen (15) days after the receipt of payment from the OWNER under the Contract without cause, the CONTRACTOR shall pay to the subcontractor(s) and material supplier(s), in addition to the payment due to them, a penalty in the amount of one-half of one percent (1/2%) per day of the delinquency, calculated from the expiration of the fifteen (15) day period until fully paid. The total penalty shall not exceed fifteen percent (15%) of the outstanding balance due.

32. **RIGHTS-OF-WAY:**

The necessary rights-of-way for the project will be provided by the Owner. The CONTRACTOR shall confine his construction operations to the easements shown on the Contract Drawings and shall use due care in placing construction tools, equipment, excavated materials and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

Temporary construction easements across private property are as indicated on the Contract Drawings. The boundaries of the construction easements across all property shall be established by the CONTRACTOR and marked with stakes and these stakes shall be protected and maintained by the CONTRACTOR until completion and cleanup. The CONTRACTOR will limit his construction operations to the temporary easement areas.

If it is necessary or desirable that the CONTRACTOR use land outside of the temporary construction easements, the CONTRACTOR shall obtain consent from and shall execute a written agreement with, the Owner and tenant of the land.

33. **POWER:**

The CONTRACTOR shall provide all temporary electric power and light. He shall make all necessary applications, obtain and pay for required permits for the temporary service and pay all fees and charges for the electrical energy used.

34. **EQUALS:**

Whenever in these Contract Documents a particular brand, make of material, device, or equipment is specified, followed by the words "or equal", such brand, make of material, device or equipment should be regarded merely as establishing a standard of quality. If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment which, in the opinion of the Engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted by the Engineer as a substitute and must be approved in writing by the Engineer before being used and all materials and workmanship shall in every respect be in accordance with what, in the opinion of the Engineer, is the best modern practice.

35. **CLAIMS FOR LABOR AND MATERIALS:**

The CONTRACTOR shall indemnify and save harmless the Owner and Engineer from all claims for labor and materials furnished under this Contract. When requested by the Owner, the CONTRACTOR shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the CONTRACTOR, which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms and corporation as aforesaid. Such sum shall be retained until the liabilities as aforementioned are fully discharged or satisfactorily secured.

36. **ACTIONS ON PERFORMANCE AND PAYMENT BONDS**

Every person who has furnished labor or material used in the prosecution of the work provided for in this Contract in respect of which a payment bond is furnished and who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of the labor was performed by him or the last of the materials furnished by him and for which a claim is made, provided the work or materials provided were approved, where required, by the OWNER, its architect, engineers, or where such approval is being withheld due to unreasonable acts of the CONTRACTOR, shall have the right to sue on the Payment Bond for the amount, or the balance that is due and payable, but unpaid at the time of the institution of such suit, and to prosecute the suit to a final execution judgment.

Any person having a direct contractual relationship with a subCONTRACTOR but no contractual relationship express or implied with the CONTRACTOR shall have a right of action upon the Payment Bond upon giving written notice to CONTRACTOR within ninety (90) days from the date on which the person(s) did or performed the last of the

labor or furnished or supplied the last of the material for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. The notice to CONTRACTOR shall be given in writing by the claimant to the CONTRACTOR or surety at any place where the surety or CONTRACTOR maintains an office or conducts business. The notice may be personally delivered by the claimant, or it may be mailed by certified mail, return receipt requested, postage prepaid, to the CONTRACTOR or surety. No such action may be maintained by any person not having a direct contractual relationship with the CONTRACTOR-principal, unless the notice requirements have been met.

When a suit is instituted on a payment bond, it shall be commenced within one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing the action.

When a suit is initiated on a performance bond, it shall be commenced within one (1) year after the OWNER shall have made final payment on this Agreement; provided, however, if the contract is abandoned by the CONTRACTOR as bond principal or terminated by the OWNER, suit shall be commenced within one (1) year after the earlier of the abandonment by the CONTRACTOR or termination by the OWNER.

37. **INCLUSION OF SUBCONTRACTORS:**

The CONTRACTOR shall include all applicable provisions of these specifications in all subcontracts for work to be performed under this Contract.

38. **DAILY REPORTS:**

A daily report shall be filled out by the CONTRACTOR. This report shall include the date, number of men on the job, material delivered (if any), equipment on the job site (used or stored) and activities of the job that day. A report form will be supplied by the Engineer at the Preconstruction Conference. This report shall be given to the resident inspector no later than the shutdown of work the following day.

All Records pertaining to the construction of this project shall be maintained during the course of the Work and preserved for a period of three (3) years by the CONTRACTOR after final payment by the OWNER to the CONTRACTOR.

39. **RECORD DRAWINGS:**

(1) The CONTRACTOR shall maintain one (1) set of Record Drawings. This shall be a set of blue-line prints of the Contract Drawings and any amendments with the following items marked in red by the CONTRACTOR.

(a) All modifications or changes to the original plans;

- (b) Location (horizontal and vertical) of all utilities encountered and if relocated (by the CONTRACTOR or others), the final location; and
 - (c) Location (horizontal and vertical) of all improvements constructed,
- (2) The Record Drawings shall be maintained at the CONTRACTOR's field office. Record Drawings shall be used for that purpose alone and no other.
 - (3) The Record Drawings shall be submitted to the Engineer prior to final payment.
 - (4) There is no separate payment for this item.

40. ALLOWANCES

- (1) It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- (2) Cash Allowances
 - (a) CONTRACTOR agrees that:
 - i. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - ii. CONTRACTOR's cost for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
 - iii. Cash allowances stipulated to be paid, if any, to any third party for damages or reimbursement, shall not be cause for the CONTRACTOR to demand additional payment under the contract.
- (3) Contingency Allowance
 - (a) CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- (4) Prior to final payment an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

SECTION 8

SUPPLEMENTAL GENERAL CONDITIONS

(FEDERAL CONTRACT REQUIREMENTS & CONDITIONS)

HUD FORM 4010 - Federal Labor Standards Provisions

24 CFR Part 135 - Section 3 Regulations

Davis-Bacon Poster WH1321

Wage Rate Determinations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33880, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

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expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds*—(i) *No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance*—(A) *Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection

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with section 3 covered projects (as described in § 135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

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Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 968.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in § 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See § 135.40. Section 3 resident means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that

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such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

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not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)*—(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended

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by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in § 135.5) and their contractors and

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subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in §135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at §135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist

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local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

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located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments

for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in §135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR

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part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

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management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging non-compliance with the regulations of this

part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in § 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in § 135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under § 135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of

debarment, suspension or otherwise ineligible status.

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract, between the recipient and the contractor.

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Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or

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omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint*—(1) *Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(1) The complainant's name and address;

(i) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.*

(1) Within ten (10) days of timely filing of a complaint that contains complete

information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint*. Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution*. Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution*. The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions*. Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint*. The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited*. No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of

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complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise

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made available to the recipient or contractor.

APPENDIX TO PART 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2

persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than

\$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(1) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1½% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

- Sec.
- 146.1 Purpose of the Age Discrimination Act of 1975.
- 146.3 Purpose of HUD's age discrimination regulation.
- 146.5 Applicability of part.
- 146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

- 146.11 Scope of subpart.
- 146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

- 146.21 General responsibilities.
- 146.23 Notice of subrecipients.
- 146.25 Assurance of compliance and recipient assessment of age distinctions.
- 146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

- 146.31 Compliance reviews.
- 146.33 Complaints.
- 146.35 Mediation.
- 146.37 Investigation.
- 146.39 Enforcement procedures.
- 146.41 Prohibition against intimidation or retaliation.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH0321 REV 10/17

General Decision Number: MS190001 01/04/2019 MS1

Superseded General Decision Number: MS20180001

State: Mississippi

Construction Type: Heavy Flood Control

Counties: Mississippi Statewide.

*RIVER, HARBOR AND FLOOD CONTROL PROJECTS FOR CONSTRUCTION OF ALL RIVER, HARBOR AND FLOOD CONTROL WORK ON THE MISSISSIPPI RIVER AND TRIBUTARIES -(EXCLUDING ANY CONTRACTS FOR ANY PHASE OF CONSTRUCTION OF A LOCK AND DAM) MISSISSIPPI - EXCEPT THE METROPOLITAN AREAS OF GREENVILLE, NATCHEZ AND VICKSBURG

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/04/2019

* SAMS1991-004 12/18/1991

	Rates	Fringes
CARPENTER.....	\$ 7.25	
Laborers:		
AIR TOOL OPERATOR.....	\$ 7.25	
CHAIN SAW OPERATOR OR FILER..	\$ 7.25	
REVETMENT & DIKES.....	\$ 7.25	
UNSKILLED.....	\$ 7.25	

Power equipment operators:
ASPHALT PLANT DRYER
OPERATOR, ASPHALT
DISTRIBUTOR, ASPHALT

ROLLER, BULLDOZER (ROUGH, INCLUDING DISC, PLOW, OR ROLLER), MOTOR PATROL (HAUL ROADS), TRENCHING MACHINE (18" & UNDER), SELF-PROPELLED ROLLER (EXCEPT ASPHALT, END DUMP EQUIPMENT (OFF HIGHWAY), MIXER (CONCRETE UP TO 21 CU. FT.), BOTTOM DUMP EUCLIDS (& LIKE EQUIPMENT)...	\$ 7.25	.05
BULLDOZER (FINISHER, PUSH CAT & ON BARGES), MOTOR PATROL FINISHER, SCRAPER & LIKE EQUIPMENT, FRONT END LOADER, BACKHOE (TRACTOR MOUNTED) ASPHALT FINISHER OR SPREADING MACHINE, WELL POINT SYSTEM OPERATOR, SELF PROPELLED LOADER (CONVEYOR TYPE).....	\$ 7.25	.05
FIREMAN (HEAVY CONSTRUCTION), PILEDRIVER, LEADSMAN, WINCHMAN.....	\$ 7.25	.05
OILER, PUMP, GREASER, TRACTOR (FARM TYPE INCLUDING DISC, PLOW OR ROLLER).....	\$ 7.25	.05
PILEDRIVER OPERTOR, MECHANIC (HEAVY EQUIPMENT), CRANES, DERRICKS, DRAGLINES, WELDER, POWER SHOVELS & BACKHOES, MIXER (CONCRETE, 21 CU. FT. & OVER), ASPHALT PLANT OPERATOR, TRENCHING MACHINE (OVER 18").....	\$ 7.75	.05

Truck drivers:

1 1/2 TONS OR LESS.....	\$ 7.25
OVER 1 1/2 TONS.....	\$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of
each year, to reflect a weighted average of the current
negotiated/CBA rate of the union locals from which the rate is
based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SECTION 9

Tougaloo Senior Center

City Project Number 20B4003.201

SPECIAL PROVISIONS

SPECIAL PROVISION NO. 1

MOBILIZATION

Section 6, Mobilization, shall be added and become a part of the Standard Specifications:

6.1 DESCRIPTION

This section shall consist of all moving in, including preparatory work and operations, and moving out, including all dismantling and clean up work and operations, performed by the Contractor.

Mobilization shall include the movement of all labor, equipment, supplies and incidentals to the project site; establishment of facilities necessary for work on the project; and other work or operations that must be performed by the Contractor before beginning and during the early stages of production work on the project site.

Demobilization shall include the movement of all labor, equipment, supplies and incidentals at the project site; dismantling and removal of temporary facilities; clean-up of the project site and all work areas; and other work and operations which must be performed by the Contractor after completion of certain sections of work and all other work on the Contract has been completed.

6.2 METHOD OF MEASUREMENT

Measurement for payment of Mobilization and Demobilization will be in accordance with the following schedule:

<u>Percent of Work Completed</u>	<u>Percent of L.S. Item Price</u>
2	10
10	50
25	85
100	100

6.3 BASIS OF PAYMENT

Mobilization and Demobilization will be paid for at the Contract Lump Sum Price in accordance with the above schedule, which shall be full compensation for completing the work described herein above.

SPECIAL PROVISION NO. 2

BITUMINOUS SURFACES AND ASPHALT PAVEMENTS

Section 5, Bituminous Surfaces and Asphalt Pavements, shall be added to the Standard Specifications as follows:

HOT BITUMINOUS PAVEMENT SURFACE COURSE:

- A. General: Unless otherwise noted, the standard specifications shall be the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition*.
- B. Material: All materials shall conform to Section S-403 – Hot Mix/Warm Mix Asphalt Pavement of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition*. **Surface course shall be SC-1.**
- C. Construction Requirements: Placement of hot mix asphalt pavement shall conform to the requirements of Section S-400 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition*.
- D. Measurement and Payment: Measurement and Payment of hot bituminous pavement course shall be by the ton (TON) placed and accepted according to Contractor provided truck weight tickets.

PLANT MIX BITUMINOUS BASE/BINDER LEVELING COURSE:

- A. General: Unless otherwise noted, the standard specifications shall be the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition*.
- B. Material: All materials shall conform to Section S-401 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition*. **Base Course shall conform to BB-1, Binder Leveling Course BC-1.**
- C. Construction Requirements: Placement of plant mix bituminous base course shall conform to the requirements of Section S-401 *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition*.
- D. Measurement and Payment: Measurement and Payment of plant mix bituminous base course shall be by the ton (TON) placed and accepted according to Contractor provided truck weight tickets.

ASPHALT PRIME COAT:

NOTE:

- A. General: Unless otherwise noted, the standard specifications shall be the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition.*
- B. Material: All materials shall conform to Section 408 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition.*
- C. Construction Requirements: Installation of Asphalt Prime Coat shall conform to the requirements of Section 408 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition.*
- D. Measurement and Payment: Measurement of Asphalt Prime Coat shall be in accordance with Section 408 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition.*

COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS:

- A. General: Unless otherwise noted, the standard specifications shall be the *Mississippi Standard Specifications, for Road and Bridge Construction, 2004 or Latest Edition.*
- B. Construction Requirements: Cold Milling shall conform to the requirements of Section 406 *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition.*
- C. Measurement and Payment: Measurement of payment for cold milling of bituminous pavement shall be in accordance with Section 406 *Mississippi Standard Specifications for Road and Bridge Construction, 2004 or Latest Edition.*

SPECIAL PROVISION NO. 3

DUST CONTROL

Section 7, Dust Control, shall be added to the Standard Specifications as follows:

7.01 GENERAL

This item consists of taking all necessary measures to prevent the introduction of dust to adjacent property owners during the construction of all activities contained in these contract documents and drawings.

7.02 PROCEDURE

Measures to prevent the introduction of dust and other extraneous matter onto adjacent property owners shall include, but not be limited to, a daily routine of watering to be used during all clearing, grading and excavation operations. Seeding and sodding shall be performed as soon as possible in order to control excessive dust by obtaining satisfactory vegetation on all newly constructed slopes and embankments at the earliest possible time. All necessary measures shall be taken to insure satisfactory dust control to the satisfaction of the Engineer.

All water used by the Contractor for dust control, if obtained from the City of Jackson, shall be purchased through a Contractor's meter obtained from the City Water Department.

7.03 BASIS OF PAYMENT

The work, materials and equipment required to accomplish adequate and satisfactory dust control for the project site shall not be measured and paid for directly, but shall be considered a necessary part of the construction activities. Costs for dust control shall be absorbed in appropriate related items.

Tougaloo Community Center



**ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S
CLAIMS IN *Barlow Brothers Properties, LLC vs. City of Jackson, et al.*,
CIVIL ACTION NO. 25CI1:19-cv-00831-EFP, 1ST JUD. DIST.
HINDS CO., MISS.**

OFFICE OF THE CITY ATTORNEY
5-20-2020
JAW

WHEREAS, Barlow Brothers Properties, LLC currently owns an apartment complex known as the Valley Apartments located at 1576 West Capitol Street, Jackson, Mississippi 39203 and is a customer of the City of Jackson's Water-Sewer Utility; and

WHEREAS, Barlow Brothers Properties, LLC purchased the Valley Apartments and established in 2005 by making a security deposit and signing a Service Agreement with the City of Jackson; and

WHEREAS, on November 10, 2007, Barlow Brothers Properties, LLC executed a Contract for Sale of the Valley Apartments with David Kelvin of Alameda, California through which Mr. Kelvin took possession of the Valley Apartments subject his continuing payment of monthly installments to Barlow Brothers Properties and under which the deed to the property was to be held in escrow until Mr. Kelvin completed the payments; and

WHEREAS, though Barlow Brothers Properties, LLC made several attempts to transfer the service into the name of David Kelvin, the Water-Sewer Business Administration never received an executed Service Agreement from Mr. Kelvin and Barlow Brothers Properties, LLC never requested that its Service Agreement be terminated; and

WHEREAS, though the Water-Sewer Business Administration was aware of the sale of the Valley Apartments to David Kelvin, because Barlow Brothers Properties, LLC never took the necessary steps to terminate the Service Agreement and Mr. Kelvin did not execute a new Service Agreement, the Water-Sewer Business Administration continued the utility account in the name of Barlow Brothers Properties, LLC; and

WHEREAS, beginning after the sale of the Valley Apartments, Barlow Brothers Properties, LLC made payments on the service account, David Kelvin also made payments on the account, and the Water-Sewer Business Administration changed the billing address on the account from a post office box in Clinton, Mississippi to Apartment 122, 1576 West Capitol Street, Jackson, Mississippi 39203 at the Valley Apartments; and

WHEREAS, however, despite some payments, the account accumulated a significant delinquency until 2012, when Barlow Brothers Properties, LLC resumed possession of the Valley Apartments; and

WHEREAS, during the period when David Kelvin was in possession of the Valley Apartments the water-sewer bill accumulated a significant arrearage that was compounded by water leaks on the property; and

WHEREAS, the Water-Sewer Business Administration sent Barlow Brothers Properties, LLC a disconnect notice with a final balance, from which they requested a water hearing before the City Attorney under the previous version of Section 122-40 of the Jackson Code of Ordinances; and

Agenda Item #53
June 9, 2020

AGENDA DATE:
BY: HOWARD, LUMUMBA

WHEREAS, following a hearing conducted by the Office of the City Attorney on March 7, 2019, it was determined that after making adjustments to the bill for water leaks and inaccurate meter readings, Barlow Brothers Properties, LLC owed \$30,803.99; and

WHEREAS, pursuant to Section 122-40 of the Jackson Code of Ordinances, Barlow Brothers Properties, LLC appealed the hearing determination to the Jackson City Council, which, after hearing the appeal and the arguments on December 5, 2019, entered its **ORDER AFFIRMING THE DECISION OF THE HEARING OFFICER IN THE MARCH 7, 2019 ADMINISTRATIVE HEARING FOR THE HOLDER OF WATER ACCOUNT #7325500000 AS IT RELATES TO A DISPUTED BILL**; and

WHEREAS, Barlow Brothers Properties, LLC filed its Notice of Appeal and Bill of Exceptions with the Circuit Court of the First Judicial District of Hinds County on December 13, 2019; and

WHEREAS, in addition to the amount determined to be owed by the City Council, a significant arrearage accumulated between March 7, 2019 Water Hearing and the December 5, 2019 City Council appeal such that the current account balance as of the date of the May 2020 Water-Sewer Utility Bill is \$21,228.90; and

WHEREAS, since the December 5, 2019 City Council appeal, Barlow Brothers Properties, LLC have made payments on the current monthly balance due; and

WHEREAS, the Office of the City Attorney has negotiated with Barlow Brothers Properties, LLC to resolve this matter without the need for further litigation and the need for possible hearings and appeals about the accumulated arrearage of \$21,228.90; and

WHEREAS, Barlow Brothers Properties, LLC has agreed to dismiss their Notice of Appeal and Bill of Exceptions, and pay \$18,500.00 of the disputed amount of \$30,803.99 and the entire accumulated arrearage as of the May 2020 Bill of \$21,228.90, totaling \$39,728.90, in three monthly installments beginning with their July 2020 Water-Sewer Utility Bill, along with the currently accruing charges; and

WHEREAS, the Office of the City Attorney has conferred with the Department of Public Works and both recommend that the City accept the Barlow Brothers Properties, LLC offer of settlement in this matter.

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to settle the City's claims against Barlow Brothers Properties, LLC regarding a disputed Water-Sewer Utility bill, Account Number 7325500000 for the Valley Apartments located at 1576 West Capitol Street, Jackson, Mississippi 39203, which are the subject of an appeal in *Barlow Brothers Properties, LLC vs. City of Jackson, et al.*, Civil Action No. 25ci1:19-Cv-00831-EFP, 1st Jud. Dist., Hinds Co., Miss., as well as an accumulated billing arrearage of \$21,228.90 through the May 2020 Water-Sewer Utility Bill, by accepting payments totaling \$39,728.90, to be made in three monthly installments of \$13,242.97, \$13,242.97, and \$13,242.96, beginning with their July 2020 Water-Sewer Utility Bill.

IT IS FURTHER ORDERED that the Mayor and the Office of the City Attorney are authorized to execute any agreements or orders necessary to consummate said settlement.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 20, 2020
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S CLAIMS IN Barlow Brothers Properties, LLC vs. City of Jackson, et al., CIVIL ACTION NO. 25CI1:19-cv-00831-EFP, 1ST JUD. DIST., HINDS CO., MISS.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	Barlow Brothers Properties, LLC and Water-Sewer Utility cash flow
4.	Benefits	Resolves the uncertain recovery of a past due amount that had been appealed to Circuit Court and obtains payment of outstanding balance accruing after the water line was repaired
5.	Schedule (beginning date)	Upon approval by the Circuit Court of the First Judicial District of Hinds Co., MS
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ FBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
330
2020

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S CLAIMS IN BARLOW BROTHERS PROPERTIES, LLC VS. CITY OF JACKSON, ET.AL., CIVIL ACTION NO. 25C11:19cv-000831-EFP, 1ST JUD. DIST., HINDS CO., MISS is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Terry Williamson, Deputy City Attorney 

5/20/20

Date

WHEREAS, after all evidence and testimony was presented at the hearing, and the consideration of the same, the findings of the administrative hearing resulted in no adjustments being made to Water Account No. 5506200000, with an amount outstanding and owing of \$12,315.00; and

WHEREAS, on October 14, 2019, Holder of Water Account No. 5506200000 submitted a "Request to Appeal Water Bill to City Council Form" to the Office of the City Clerk, along with the Hearing Officer's Water Appeal/Dispute Decision Letter; and

WHEREAS, the Jackson City Council having heard this appeal, and upon consideration of all evidence and testimony presented, do hereby make a determination that the finding of the Hearing Officer is accurate and correct.

IT IS, THEREFORE, ORDERED that the decision of the Hearing Officer in the July 11, 2019 Administrative Hearing for the Holder of Water Account No. 5506200000, as it relates to a disputed bill, is hereby affirmed in the amount of \$12,315.00.

IT IS FURTHER ORDERED that \$12,315.00 is immediately due and payable upon the adoption of this Order.

IT IS FURTHER ORDERED that this Jackson City Council decision pertains only to the amount in dispute presented at the time of the administrative hearing. It does not address any other amounts, charges or bills covering water, sewer, or sanitation services provided by the City and related to the account herein.

Council Member Priester moved adoption; Council Member Banks seconded.

Vice President Stamps recognized Terry Williams, Legal Counsel for Public Works, who stated that Mr. Reynolds requested a continuance and agreed to pay the sanitation charge on his account.

Vice President Stamps recognized Robert Miller, Director of Public Works, who provided information regarding the history of Mr. Reynold's account. Terry Williamson, Legal Counsel for Public Works, stated that said discussion should not be discussed due to the absence of Mr. Reynolds. Thereafter, Council Member Banks withdrew this second. Council Member Foote seconded the item.

Vice President Stamps requested that Robert Miller, Director of Public Works continue with his discussion of said item. Mr. Miller stated that the Department of Public Works would agree to a continuance on the following conditions:

1. The outstanding sanitation balance is paid in full.
2. Any water & sewer bills subsequent to the hearing be kept current.

After a thorough discussion, Council Members Priester and Foote withdrew their motion and second. Vice President Stamps stated that said item would be tabled for a later date.

ORDER AFFIRMING THE DECISION OF THE HEARING OFFICER IN THE MARCH 7, 2019 ADMINISTRATIVE HEARING FOR THE HOLDER OF WATER ACCOUNT #7325500000 AS IT RELATES TO A DISPUTED BILL.

WHEREAS, on August 20, 2019, the Jackson City Council amended Section 122-40 of the Jackson Code of Ordinances to allow for an administrative hearing on disputes regarding the accuracy or validity of an account holder bill covering water and/or sewer services provided by the City; and

WHEREAS, prior to said amendment to Section 122-40, the Holder of Water Account No. 7325500000, Barlow Brothers Properties, requested and was provided an administrative hearing before a representative of the Office of the City Attorney on March 7, 2019; and

WHEREAS, the parties present at the March 7, 2019 hearing included the Holder of Water Account No. 7325500000, a representative from Water/Sewer Business Administration ("WSBA"), and a Deputy City Attorney; and

WHEREAS, after all evidence and testimony was presented at the hearing, and the consideration of the same, the findings of the administrative hearing resulted in no adjustments being made to Water Account No. 7325500000, with an amount outstanding and owing of \$30,803.99; and

WHEREAS, on October 1, 2019, Holder of Water Account No. 7325500000 submitted a "Request to Appeal Water Bill to City Council Form" to the Office of the City Clerk, along with the Hearing Officer's Water Appeal/Dispute Decision Letter; and

WHEREAS, the Jackson City Council having heard this appeal, and upon consideration of all evidence and testimony presented, do hereby make a determination that the finding of the Hearing Officer is accurate and correct.

IT IS, THEREFORE, ORDERED that the decision of the Hearing Officer in the March 7, 2019 Administrative Hearing for the Holder of Water Account No.7325500000, as it relates to a disputed bill, is hereby affirmed in the amount of \$30,803.99.

IT IS FURTHER ORDERED that \$30,803.99 is immediately due and payable upon the adoption of this Order.

IT IS FURTHER ORDERED that this Jackson City Council decision pertains only to the amount in dispute presented at the time of the administrative hearing. It does not address any other amounts, charges or bills covering water, sewer, or sanitation services provided by the City and related to the account herein.

Council Member Priester moved adoption; Council Member Banks seconded.

Vice President Stamps recognized Terry Williamson, Legal Counsel for Public Works, who provided a brief overview of the history of water account #7325500000.

Vice President Stamps recognized Attorney Darryl Wilson, a representative of the Appellant and Marvin Barlow, Appellant, who provided information in opposition to the decision of the Hearing Officer.

After a thorough discussion, Vice President Stamps called for a vote on said item:

Yeas- Banks, Foote and Priester.

Nays- Stamps.

Absent- Lindsay, Stokes and Tillman.

Vice President Stamps recessed the meeting for five (5) minutes.

Vice President Stamps called the meeting back to order and requested that Agenda Item No. 16 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AFFIRMING THE DECISION OF THE HEARING OFFICER IN THE AUGUST 15, 2019 ADMINISTRATIVE HEARING FOR THE HOLDER OF WATER ACCOUNT #4312327148 AS IT RELATES TO A DISPUTED BILL.

WHEREAS, on August 20, 2019, the Jackson City Council amended Section 122-40 of the Jackson Code of Ordinances to allow for an administrative hearing on disputes regarding the accuracy or validity of an account holder bill covering water and/or sewer services provided by the City; and



**City of Jackson
Office of the City Attorney**

TO: Tim Howard, City Attorney
FROM: Terry Williamson, Legal Counsel *TW*
DATE: May 15, 2020
RE: Proposed Settlement of Barlow Brothers Properties Bill of Exceptions

One of the initial water bill appeals to the City Council at its December 5, 2019 Special Meeting was of the water bill for Barlow Brothers Properties. The City Council voted to affirm the recommendation of the hearing officer and ordered Barlow Brothers Properties to pay the outstanding balance of \$30,830.99, which was the balance as of the date of the hearing before the Office of the City Attorney. Since the City Council hearing Barlow Brothers Properties has made payments toward their monthly bill. However, prior to that hearing a balance of approximately \$21,925.42 accrued.

Following the hearing before the City Council, Barlow Brothers Properties filed their Notice of Appeal and a Bill of Exceptions. The record has been prepared and, at the direction of the Circuit Clerk, is available through the City's Municipal Clerk.

After negotiating with the attorney for Barlow Brothers Properties, I have reached a proposed settlement that I am comfortable recommending and in which Director Miller is in agreement.

Barlow Brothers Properties is willing to pay \$18,500.00 on the amount of \$30,803.99 that was determined by the City Council and is now on appeal. There is also the outstanding accumulated amount of approximately \$21,925.42 (the amount would need to be updated, but I do not believe it could be more than a few hundred dollars more currently), in addition to the \$18,500. The total Barlow Brothers would agree to pay would be approximately \$40,425.42, which they would pay in three monthly installments in addition to the current charges.

I would recommend this accepting this offer, with the addition that Barlow Brothers agree that this be reduced to a Final Judgment of the Circuit Court, for the reasons state below.

First, during the period of time the past due balance of \$30,830.99 accumulated, Barlow Brothers Properties had entered into an executory contract for the sale of the property with another party. Under the Contract for Sale, Barlow Brothers the deed to the property was placed in escrow and

Tim Howard, City Attorney
May 15, 2020
Page 2

the other party was in possession of the apartments, subject to making the monthly payments due under the contract. Under Mississippi law their contract for deed arrangement is treated as a sale of the property. *See Stabler v. Webb*, 375 So.2d 980, 984 (Miss. 1979) (citing as authority, 77 Am.Jur.2d Vendor and Purchaser s 415 (1975), which states that in an executory contract for the purchase of real property where the purchaser is in immediate possess and vendor holds title, title is treated merely as security for the payment of the debt, similar to a mortgage or deed of trust).

There is dictum in the only case in Mississippi addressing a similar issue that the owner of the property is the entity using the water and sewer and is the person responsible of paying for it. *See City of Jackson v. Camelot Apartments Ltd. Partnership*, 707 So.2d 191, 193 (Miss. 1998) (“Unpaid water and sewer services are the responsibility of the person or company that receives the service.”) The City’s argument all along has been that regardless of who owned the property, there was a service agreement at that address with Barlow Brothers Properties that was never terminated by Barlow Brothers Properties. I think this is generally a good argument. However, it is somewhat undercut by evidence presented before the City Council that one of the brothers informed WSBA that he no longer owned the property and that someone else now owned it, and that he tried to terminate the service agreement. There was also evidence that WSBA changed the billing address from what was on the Service Agreement to an apartment at the property without authorization from Barlow Brothers Properties.

Given this state of the record and that fact that this an all or nothing appeal, taking \$18,500.00 seems prudent.

Second, there is a significant new outstanding balance that has accumulated since the original hearing in March of 2019. To collect this amount would require going through the disconnect process, conducting a hearing, and likely going through another appeal to the City Council. By agreeing to settle the amount on appeal to the Circuit Court, we receive the money much more quickly. Also, including this in a Final Judgment will make collecting both the amount on appeal and the accumulated balance much more straightforward and quicker, if Barlow Brothers defaults on any of the payments.

Therefore, I am recommending that the Office of the City Attorney recommend to the City Council that the Bill of Exceptions in this matter be settled under the terms set forth above: Payment of \$18,500 for the amount determined by the City Council plus the full amount of accumulated arrearage after the date of the hearing before the Office of the City Attorney, which is approximately \$21,925.42. These amounts will be paid in three equal monthly installments along with the current bill amount.

Payment 09-21-2017 \$1,000.00
 Bill 08-10-2017 \$72,115.63, Due: 09-04-2017
 Payment 08-16-2017 \$70,000.00
 Payment 07-24-2017 \$2,000.00
 Bill 07-21-2017 \$75,257.05, Due: 06-07-2017
 Bill 06-20-2017 \$73,071.13, Due: 07-05-2017
 Payment 06-15-2017 \$2,000.00
 Bill 05-18-2017 \$73,023.72, Due: 06-02-2017
 Payment 05-10-2017 \$1,000.00
 Bill 04-20-2017 \$73,749.47, Due: 05-05-2017
 Payment 04-07-2017 \$1,000.00
 Bill 03-20-2017 \$72,509.55, Due: 04-04-2017
 Payment 03-13-2017 \$2,500.00
 Payment 02-23-2017 \$2,000.00
 Bill 02-22-2017 \$75,542.97, Due: 03-09-2017
 Bill 01-23-2017 \$73,213.17, Due: 02-07-2017
 Payment 12-31-2016 \$2,000.00
 Bill 12-27-2016 \$83,153.57, Due: 01-10-2017
 Payment 12-01-2016 \$1,000.00
 Bill 11-18-2016 \$70,579.16, Due: 12-05-2016
 Payment 11-15-2016 \$2,000.00
 Bill 10-28-2016 \$71,206.72, Due: 11-14-2016
 Bill 10-17-2016 \$69,538.54, Due: 11-01-2016
 Payment 10-12-2016 \$2,000.00
 Payment 10-05-2016 \$2,000.00
 Payment 09-07-2016 \$2,000.00
 Payment 09-07-2016 \$2,000.00
 Payment 08-31-2016 \$2,000.00
 Payment 08-24-2016 \$2,000.00
 Payment 08-01-2016 \$2,000.00
 Bill 02-17-2016 \$70,664.10, Due: 03-03-2016
 Bill 01-20-2016 \$64,466.82, Due: 02-01-2016
 Payment 10-09-2015 \$1,000.00
 Bill 08-24-2015 \$55,175.66, Due: 10-03-2015
 Payment 08-10-2015 \$2,000.00
 Payment 07-01-2015 \$2,000.00

Bill 07-20-2015 \$27,733.35, Due: 08-04-2015
Payment 07-13-2015 \$1,000.00
Payment 07-09-2015 \$1,000.00
Bill 05-18-2015 \$21,861.67, Due: 06-02-2015
Payment 02-21-2015 \$2,000.00
Bill 03-18-2015 \$22,236.10, Due: 04-02-2015
Payment 02-09-2015 \$2,000.00
Payment 02-05-2015 \$2,000.00
Payment 01-20-2015 \$2,000.00
Bill 01-12-2015 \$27,283.51, Due: 01-27-2015
Payment 12-09-2014 \$2,000.00
Payment 12-04-2014 \$2,000.00
Bill 11-04-2014 \$24,546.50, Due: 11-19-2014
Payment 09-05-2014 \$1,000.00
Bill 09-05-2014 \$20,617.53, Due: 09-20-2014
Payment 05-17-2014 \$1,000.00
Payment 07-14-2014 \$1,000.00
Bill 07-03-2014 \$20,326.08, Due: 07-23-2014
Bill 05-08-2014 \$15,531.55, Due: 05-23-2014
Bill 03-06-2014 \$10,031.51, Due: 03-21-2014
Bill 01-02-2014 \$8,860.20, Due: 01-17-2014
Bill 11-01-2013 \$6,595.50, Due: 11-16-2013
Bill 09-04-2013 \$4,563.12, Due: 09-19-2013
Bill 06-03-2005 \$1,410.00, Due: 06-18-2005



PROD

Account Bill / Payment History

Bookmark Clear Refr

Main

Account ID 7325500000 BARLOW BROTHERS PROPRTIE, Commercial / Industrial, \$53,072.18

Transaction Type Filter All

Date Range From To

Type

Payment	
Bill	04-21-2020, \$31,532.59, Due: 05-03-2020
Payment	
Bill	02-25-2020, \$54,722.41, Due: 03-11-2020
Payment	
Bill	01-15-2020, \$54,101.97, Due: 01-29-2020
Bill	11-21-2019, \$18,140.41, Due: 12-05-2019
Payment	
Payment	
Bill	08-21-2019, \$37,651.31, Due: 07-03-2019
Payment	
Payment	
Bill	01-22-2019, \$71,677.56, Due: 02-05-2019
Bill	12-20-2018, \$71,109.87, Due: 01-04-2019
Bill	11-28-2018, \$45,997.28, Due: 12-13-2018
Payment	
Bill	10-18-2018, \$71,372.65, Due: 11-02-2018
Bill	10-01-2018, \$19,547.49, Due: 10-16-2018
Payment	
Payment	
Payment	
Payment	
Bill	05-23-2018, \$70,011.00, Due: 06-07-2018
Bill	04-25-2018, \$73,323.74, Due: 06-10-2018
Payment	
Bill	03-26-2018, \$72,250.04, Due: 04-10-2018
Payment	
Payment	
Bill	02-26-2018, \$77,979.02, Due: 03-13-2018
Bill	01-23-2018, \$74,573.00, Due: 02-07-2018
Payment	
Bill	12-20-2017, \$72,621.97, Due: 01-04-2018
Payment	
Payment	
Bill	11-20-2017, \$74,770.00, Due: 12-05-2017
Bill	10-25-2017, \$73,050.43, Due: 11-09-2017
Payment	
Bill	09-21-2017, \$72,101.90, Due: 10-05-2017

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE PURCHASE OF ONE HUNDRED THOUSAND MASKS
FOR DISTRIBUTION TO THE CITIZENS OF JACKSON

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

WHEREAS, the COVID-19 Virus is affecting the City of Jackson and will be for the foreseeable future; and

WHEREAS, the citizens of the City of Jackson need masks to wear in public and by providing masks the City will be helping make the compliance of this mandate possible; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the City provide masks for the citizens.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the purchase of One Hundred Thousand (100,000) masks for distribution to the citizens of Jackson.

SO ORDERED, this the ____ day of June, 2020.

Agenda Item # 54
Agenda Date: June 9, 2020
BY: STOKES

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Cany Creek; Eubanks Cree; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City’s residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; and May 12, 2020, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

Agenda Item
#55
June 9, 2020
(STAMPS)

RESOLUTION EXPRESSING THE CITY OF JACKSON'S DESIRE TO ESTABLISH PARTNERSHIPS TO BUILD CELLULAR TOWERS IN AREAS OUTSIDE CITY LIMITS.

WHEREAS, many areas of Hinds County are outside city limits as it relates to Cellular service. This puts residence at a disadvantage for emergency services and basic communications. The increase in the number of people who use cellular communications has created the need for an ever increasingly reliable network of cellular related technologies built to accommodate the increased demand for its services.

WHEREAS, the City of Jackson owns several cellular towers in and around the City of Jackson, there are areas in rural Hinds County that could greatly benefit from better cellular services. The City of Jackson is proposing to build cellular towers in Hinds County. Cellular tower revenue has proven to be a significant income source for the City of Jackson.

NOW, THEREFORE BE IT RESOLVED that the City of Jackson may review and examine the cost and effect of offering cell towers to areas outside city limit, and to consider partnering with the appropriate agencies to deliver said services.

Agenda Item #56
June 9, 2020

RESOLUTION TO DECLARE CLASSISM AS A PUBLIC HEALTH CRISIS IN THE CITY OF JACKSON AND TO RECOMMIT OUR FULL ATTENTION TO IMPROVING THE QUALITY OF LIFE AND HEALTH OF OUR MINORITY RESIDENTS. (STAMPS)

WHEREAS, Classism is the systematic oppression of subordinated class groups to advantage and strengthen the dominant class groups. It's the systematic assignment of characteristics of worth and ability based on social class; and

WHEREAS, Jackson is committed to honestly and directly addressing minority inequities directly related to Classism as minorities are impacted more greatly by challenges and inequities in many areas, including but not limited to Crime, Social Capital, Education, Transportation, Employment, Food Access, Health Behaviors, Socioeconomic Status, Environmental Exposure, Access to Health Services, Housing, and Public Safety; and

WHEREAS, Classism is held in place by a system of beliefs and cultural attitudes that ranks people according to economic status, family lineage, job status, level of education, and other divisions that are driven by factors such as; some of the individual attitudes and behaviors; systems of policies and practices that are set up to benefit the upper classes at the expense of the lower classes, resulting in drastic income and wealth inequality; the rationale that supports these systems and this unequal valuing; and the culture that perpetuates them; and

WHEREAS, the privileges that other Americans experience inhibits them from fully understanding how classism impacts the underprivileged who do not have life advantages such as; inherited money, good childhood health care, quality education, or the inherent knowledge of how the systems of power operate.

NOW, THEREFORE BE IT RESOLVED that the City of Jackson does hereby declare classism as a public health crisis in this City and hereby recommits our full attention to improving the quality of life and health of our minority residents. The City of Jackson is committed to directly addressing inequities, including a systematic, data-driven focus on poverty, economic mobility, and other factors that impact the social determinants of health. Minorities are impacted more greatly by challenges and inequities in many areas, including but not limited to Crime, Social Capital, Education, Transportation, Employment, Food Access, Health Behaviors, Socioeconomic Status, Environmental Exposure, and Access to Health Services, Housing, and Public Safety.

Agenda Item No. 57

Agenda Date: June 9, 2020

(STAMPS)

ORDER AUTHORIZING THE CLERK OF COUNCIL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) TO CONDUCT A DISPARITY STUDY. (STAMPS)

WHEREAS, the City of Jackson desires to obtain professional services for the execution of a Disparity Study to determine whether there exists an unintended disproportionate negative impact against African American- (Black), Hispanic- (Latino) and Asian American Citizens as it relates to inequities, including but not limited to Crime, Social Capital, Education, Transportation, Employment, Food Access, Health Behaviors, Socioeconomic Status, Environmental Exposure, Access to Health Services, Housing, and Public Safety and Business Opportunities. Blacks businesses are responsible for less than 2% of revenue generated in the City of Jackson; further demonstrating the need for a disparity study.

WHEREAS, a disparity study analyzes and evaluates any evidence of unintended disproportionate impact and its effects separately for each of the groups presumed to be disadvantaged. As such, minimally, the study must examine the impact on African American- (Black), Hispanic- (Latino) and Asian American citizens. In addition to empirical evidence, the study should include an assessment of any anecdotal and complaint evidence of unintended disproportionate impact. Anecdotal evidence may include evidence of unintended disproportionate impact and other barriers to obtaining equality in the areas Crime, Social Capital, Education, Transportation, Employment, Food Access, Health Behaviors, Socioeconomic Status, Environmental Exposure, and Access to Health Services, Housing, and Public Safety.

WHEREAS, the City of Jackson passed a law five years ago requiring a disparity study be conducted every five years. Issuing an RFQ will help locate a firm qualified to conduct this study that has specialized experience, technical competence, performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines, and attend all factors applicable in a professional relationship.

IT IS THEREFORE ORDERED the City of Jackson may authorize the Clerk of Council to issues a request for qualification (RFQ) to conduct a disparity study.

Agenda Item No. 58
Agenda Date: June 9, 2020

(Stamps)

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
OVERRIDING THE MAYORAL VETO OF THE MAY 12, 2020 “ORDER
OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REVISING
FISCAL YEAR 2019-2020 BUDGET TO RESTORE THE MONIES
RECEIVED FROM THE GRAND GULF NUCLEAR STATION”.**

WHEREAS, on Tuesday, May 12, 2020, the City Council of the City of Jackson, Mississippi (“Council”) approved and passed an order revising the Fiscal Year 2019-2020 budget to restore monies received from the Grand Gulf Nuclear Station; and

WHEREAS, said order revised the Fiscal Year 2019-2020 budget to transfer One Million, Six Hundred Thousand Dollars (\$1,600,000.00) from Account Number 001-5899, the Applied Fund Balance, to be placed in Fund 365, the Grand Gulf Emergency Planning Improvement Fund, effective immediately; and

WHEREAS, on or about June 5, 2020, Mayor Chokwe Antar Lumumba issued a mayoral veto of the May 12, 2020 action taken by the Council to transfer said funds from Account Number 001-5899 to Fund 365; and

WHEREAS, said mayoral veto was received by the delivery of the Clerk of Council, and attached hereto as an Exhibit.

WHEREAS, the Council disagrees with said mayoral veto; therefore, requiring an override resolution of the same by the Council by an affirmative vote of two-thirds (2/3) of the members present and voting.

THEREFORE, the Jackson City Council hereby resolves to override Mayor Chokwe Antar Lumumba’s mayoral veto of the May 12, 2020 Council action to transfer One Million, Six Hundred Thousand Dollars (\$1,600,000.00) from Account Number 001-5899, the Applied Fund Balance, to be placed in Fund 365, the Grand Gulf Emergency Planning Improvement Fund, effective immediately.

Agenda Item #59
June 9, 2020

(Jackson City Council)