



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

**August 4, 2020**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **PASTOR MAXINE EVANS GRAY OF THE EXODUS ASSEMBLY**

**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 AMENDING ADJUDICATED COSTS AND PENALTIES TOTALING \$12,117.69 FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, JULY 23, 2019, AUGUST 6, 2019, AND AUGUST 20, 2019 IN THE FOLLOWING CASES:**

**2017-1719 2018-2060 2018-2063 2018-1166 2019-1217 2019-1277**

4. **RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$24,613.61 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, JULY 23, 2019, AUGUST 6, 2019, AUGUST 20, 2019, SEPTEMBER 17, 2019, OCTOBER 1, 2019, OCTOBER 29, 2019, AND NOVEMBER 12, 2019, IN THE FOLLOWING CASES:**

**2017-2024 2018-1235 2018-1355 2018-1396 2018-2017 2019-1166**

2019-1210 2019-1300 2019-1310 2019-1311 2019-1351 2019-1352  
2019-1359 2019-1381 2019-1398 2019-1452 2019-1167

**INTRODUCTION OF ORDINANCES**

5. **ORDINANCE AMENDING SECTION 2-168 OF THE JACKSON CODE OF ORDINANCES - CITY EMPLOYEE WAGE REQUIREMENTS. (ALL WARDS) (STOKES)**
6. **ORDINANCE PROHIBITING THE USE OF FACIAL RECOGNITION TECHNOLOGY BY THE JACKSON POLICE DEPARTMENT. (STAMPS)**

**ADOPTION OF ORDINANCE**

7. **ORDINANCE REPEALING ORDINANCES OF THE CITY OF JACKSON ADOPTING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE WITH CERTAIN REVISED ADDITIONS AND DELETIONS RELATED TO AUTOMATIC SPRINKLER SYSTEMS IN CLASSIFIED BUILDINGS AND STRUCTURES WHICH ARE NEW, RENOVATED, ALTERED, OR MODIFIED, ESTABLISHING A PENALTY CLAUSE, A PUBLICATION CLAUSE AND EFFECTIVE DATE. (OWENS, LUMUMBA)**

**REGULAR AGENDA**

8. **CLAIMS (HORTON, LUMUMBA)**
9. **PAYROLL (HORTON, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH CARROLL WARREN & PARKER PLLC TO REPRESENT THE CITY IN THE CITY OF BYRAM, MISSISSIPPI V. CITY OF JACKSON, MISSISSIPPI FILED IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI. (LUMUMBA)**
11. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE CAPITAL CITY CONVENTION CENTER COMMISSION'S ACCEPTANCE OF A PROPOSAL SUBMITTED FOR THE MANAGEMENT AND MARKETING OF THE CAPITAL CITY CONVENTION CENTER FACILITIES. (LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE PURPOSE OF SHARING DATA TO IMPROVE THE PROVISION OF SERVICES AND INFORMATION TO CITIZENS AND VISITORS OF THE CITY OF JACKSON AFFECTED BY COVID-19. (BLAINE, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENERGY INVESTMENT PROGRAM LOAN AGREEMENT BETWEEN THE MISSISSIPPI DEVELOPMENT AUTHORITY AND THE CITY OF JACKSON, MISSISSIPPI. (BLAINE, LUMUMBA)**
14. **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC. (SANDERS,**

**LUMUMBA)**

15. **RESOLUTION OF THE INTENTION OF THE CITY OF JACKSON TO GRANT MUNICIPAL AD VALOREM TAX EXEMPTION TO USS HYDE, LLC, IN THE AMOUNT OF THE REALIZED INCREASE IN THE ASSESSED VALUE OF THE MIXED-USE DEVELOPMENT KNOWN AS "MILLSAPS AVENUE" RESULTING FROM THE REHABILITATION, RENOVATION AND/OR REPLACEMENT OF CERTAIN NON-RESIDENTIAL STRUCTURES FOR RESIDENTIAL USE, SUBJECT TO SATISFACTION OF ALL REQUIREMENTS SPECIFIED IN SECTION 27-31-50 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4. (HILLMAN, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (HILLMAN, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH CONNETICS TRANSPORTATION GROUP TO CONDUCT A TRANSPORTATION PLAN STUDY OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM. (HILLMAN, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR OR HIS LEGALLY AUTHORIZED DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH HINDS COUNTY, THE CITY OF BYRAM, AND THE CITY OF CLINTON, TO FORM A COUNTY-WIDE SWAT TEAM. (DAVIS, LUMUMBA)**
19. **ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM JACKSON POLICE DEPARTMENT ACCOUNT #001-442-40-6316 "MOTOR VEHICLE REPAIR MAINTENANCE" AND TO JACKSON POLICE DEPARTMENT ACCOUNT #001-442-20-6465 "AUTO AND TRUCK GARAGE AND OTHER". (DAVIS, LUMUMBA)**
20. **ORDER AUTHORIZING THE ACCEPTANCE OF ACTIVE SOLUTIONS, LLC FOR THE SOLE SOURCE OF ALL SAFECITYCAM VIDEO SURVEILLANCE PRODUCTS IN THE UNITED STATES. (DAVIS, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION. (WARD 2) (WILLIAMS, LUMUMBA)**
22. **ORDER AMENDING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, METER SERVICE & REPAIR DIVISION. (WILLIAMS, LUMUMBA)**
23. **ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS, INC. AND CUSTOM PRODUCTS CORPORATION FOR A**

**TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS  
(BID NO. 55048-071420). (ALL WARDS) (WILLIAMS, LUMUMBA)**

24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE O.B. CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902 SRF# DWI-L250008-01. (CITYWIDE) (WILLIAMS, LUMUMBA)**
25. **ORDER AMENDING A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002. (WARDS 1 & 3) (WILLIAMS, LUMUMBA)**
26. **ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE COUNTY LINE ROAD BRIDGE REPAIR PROJECT. (WARD 2) (WILLIAMS, LUMUMBA)**
27. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE BEASLEY ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B4501.201. (WARD 2) (WILLIAMS, LUMUMBA)**
28. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE J.H. FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02. (WILLIAMS, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NICK CLARK AUCTIONS TO PROVIDE AUCTIONEER SERVICES TO THE CITY OF JACKSON. (WILLIAMS, LUMUMBA)**
30. **ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "SHAMEKA GARNER VS. CITY OF JACKSON, ET AL." IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CAUSE NO. 2016-661. (HOWARD, LUMUMBA)**
31. **ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "WAYNE E. FERRELL, JR. AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CAUSE NO.: G2015-1162. (HOWARD, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CREATIVE RESEARCH SOLUTIONS (CRS), DR. SHANESHA BROOKS-TATUM, OWNER, TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT ASSESSMENTS OF PROJECTS FUNDED BY THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, *ECONOMIC PATHWAYS TO HUMAN DIGNITY; BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH*. (HOWARD, LUMUMBA)**
33. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT**

OF ALL CLAIMS IN THE MATTER OF "MELODEE THOMPSON ET AL. VS. THE CITY OF JACKSON, ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:17-CV-00986 CWR-FKB. (HOWARD, LUMUMBA)

34. ORDER AUTHORIZING THE RENEWAL OF THE CITY OF JACKSON'S THIRD PARTY ADMINISTRATOR CONTRACT FOR SELF-INSURED WORKERS COMPENSATION CLAIMS. (HOWARD, LUMUMBA)
35. ORDER ESTABLISHING TEMPORARY PROCEDURAL GUIDELINES FOR PUBLIC COMMENTS, PROCLAMATIONS, SPECIAL PRESENTATIONS, COMMENDATIONS, AND RESOLUTIONS HONORING INDIVIDUALS, BUSINESSES, GROUPS OR ORGANIZATIONS. (BANKS)
36. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (STAMPS)
37. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING RENAMING OF THE HENLEY YOUNG JUVENILE JUSTICE CENTER TO INCLUDE THE NAME OF THE LATE JUDGE HOUSTON JACK PATTON. (STOKES)
38. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE MANDATORY QUARANTINE OF EMPLOYEES FOUND TO TEST POSITIVE FOR COVID-19 INFECTION. (STOKES)
39. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE OFFER OF AWARD OF TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) FOR INFORMATION LEADING TO THE ARREST AND CONVICTION OF PERSON(S) RESPONSIBLE FOR THE MURDER OF ANTHONY "AJAY" BEASLEY. (STOKES)
40. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTUAL AGREEMENT WITH SGE COVID SOLUTIONS TO TEST, SANITIZE, RETEST, AND RELATED TESTS FOR COVID-19 CONTROL IN CITY OF JACKSON BUILDINGS. (STOKES)

#### DISCUSSION

41. DISCUSSION: LAKE HICO (STOKES)
42. DISCUSSION: POLICY ANALYSTS (STOKES)
43. DISCUSSION: POTENTIAL LITIGATION: (LUMUMBA)

#### PRESENTATION

#### PROCLAMATION

#### RESOLUTIONS

#### REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

#### ANNOUNCEMENTS

#### ADJOURNMENT

#### AGENDA ITEMS IN COMMITTEE



**RESOLUTION AMENDING ADJUDICATED COSTS AND PENALTIES TOTALING \$12,117.69 FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, JULY 23, 2019, AUGUST 6, 2019, AND AUGUST 20, 2019 IN THE FOLLOWING CASES:**

2017-1719	2018-2060	2018-2063	2018-1166	2019-1217	2019-1277

**WHEREAS**, administrative hearings were held September 19, 2017, May 22, 2018, January 8, 2019, June 18, 2019, July 9, 2019, and August 6, 2019 pursuant to Section 21-19-11 of the Mississippi Code to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

**WHEREAS**, on March 27, 2018, March 19, 2019, July 23, 2019, August 6, 2019, and August 20, 2019 the governing authorities for the City of Jackson passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

**WHEREAS**, property owners and interested parties were afforded opportunity to be heard and did not appeal the governing authorities' adjudication; and

**WHEREAS**, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

**WHEREAS**, costs were incurred as a result of the employment of the contract labor; and

**WHEREAS**, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations;

**WHEREAS**, on October 15, 2019, November 26, 2019, and February 18, 2020, the governing authorities for the City of Jackson passed resolutions adjudicating costs and penalties for the cleaning of parcels with case numbers 2017-1719, 2018-2060, 2018-2063, 2018-1166, 2019-1217 and 2019-1277; and

**WHEREAS**, corrections are required before filing of lis pendens in said cases;

**NOW BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following cases:

Consent Agenda # 3  
Agenda Date August 4, 2020

Case No.	Assessed Owner	Address/Zip	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed	PREVIOUS LIENOR
2017-1719	Adair Holdings LLC 405 N 115th St STE 300 Omaha NE 68154	Lot btwn 2104 & 2108 Thousand Oaks Dr/ 39212	4858-590-15	\$1,110.55	\$111.055	\$500.00	\$1,721.61	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside	PARCEL 4858-590-1
2018-2060	Ingerso Financial LLC 1101 Lake Destiny Rd STE 450 Maitland FL 32751	913 Winn St/ 39204	211-362	\$2,372.00	\$237.20	\$500.00	\$3,109.20	Board up/secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts/limbs), wooden boards/crates, old furniture/appliances, building materials/old bricks, tires; and clean curbside.	RAYFORD PROPERTIES LLC 2074 TRUMAN LN OAKLEY CA 94563
2018-2063	Washington Robert Est. & Catrina 2318 Paden St Jackson MS 39209	2318 Paden St/ 39204	210-34	\$1,271.25	\$127.13	\$500.00	\$1,898.38	Board up/secure house; cut grass/weeds, shrubbery, fence line, bushes, saplings; remove trash/debris, fallen tree (limbs/parts), wooden boards/crates, old furniture/appliances, building materials/old bricks, tires; and clean curbside.	DEUTSCHE BANK 1561 WORTHINGTON RD STE 100 WEST PALM BEACH FL 33409 ADDRESS 2315 PADEN ST
2018-1166	McGee Paulette 2951 Woodbine Jackson MS 39212	2951 Woodbine St/ 39212	619-52	\$870.00	\$87.00	\$500.00	\$1,457.00	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, wooden boards, appliances, building materials, old bricks, tires. Clean curbside.	TYLERDON LLC P O BOX 207 RED OAK GA 30272
2019-1217	Berry Shamekia L P O Box 15094 Hattiesburg MS 39404	2010 Alta Woods Blvd/ 39204	213-112	\$1,425.00	\$142.50	\$500.00	\$2,067.50	Board-up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials/old bricks, tires; and clean curbside.	DIONYSUS C/O PORCA P O BOX 1008 JACKSON MS 39215
2019-1277	King C B Attn Francis C Chambless 5113 Tarryton Pl Jackson MS 39206	Lot E of 146 E. Cohea St/39202	72-76	\$1,240.00	\$124.00	\$500.00	\$1,864.00	Cutting of grass, weeds, bushes, shrubbery, saplings, fence line, and removing of trash and debris, tires, clean curbside	LOFTON, WILLIAM A ET AL LIFE EST CAROL GARRETT 5208 HANWING MOSS RD JACKSON MS 39206
<b>GRAND TOTAL:</b>							<b>\$12,117.89</b>		

**IT IS FURTHER RESOLVED** that the costs and penalties assessed shall become liens against the parcels stated and shall be enrolled in the office of the circuit clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 of the Mississippi Code.

**IT IS FURTHER RESOLVED** that the tax collector for the City of Jackson shall sell the parcels to satisfy the liens in a manner consistent with the sale of lands for delinquent taxes and in accordance with the provisions of Section 21-19-11 of the Mississippi Code of 1972, as amended.

**IT IS FURTHER HEREBY RESOLVED** that pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended, that the costs and penalties assessed in this Resolution be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.



**IT IS FINALLY RESOLVED** that the Mayor and municipal clerk be authorized to perform any and all acts necessary to insure that provisions of this Resolution are implemented.

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

**08/18/2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																														
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to adjudicate private property.																														
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																														
3.	<b>Who will be affected</b>	All City of Jackson residents																														
4.	<b>Benefits</b>	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.																														
5.	<b>Schedule (beginning date)</b>	Following scheduled City Council date																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Citywide																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	<b>COST</b>	\$0.00																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	N/A																														
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 10%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
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WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											



# Memo

**To:** Chokwe Lumumba, Mayor

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

**Date:** 7/28/2020

**Re:** Agenda Item

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The attached agenda item is a Resolution amending resolutions from October 15, 2019, November 26, 2019, and February 18, 2020 which adjudicated actual costs and penalties assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels and requiring the enrollment of the lien in the Office of the Circuit Clerk for Hinds County.

Your consideration in this matter is appreciated.

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

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This RESOLUTION AMENDING ADJUDICATED COSTS AND PENALTIES TOTALING \$12,117.69 FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, JULY 23, 2019, AUGUST 6, 2019, AND AUGUST 20, 2019 IN THE FOLLOWING CASES: 2017-1719, 2018-2060, 2018-2063, 2019-1166, 2019-1217 and 2019-1277 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

7/28/20

Date

CC

**RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$24,613.61 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, JULY 23, 2019, AUGUST 6, 2019, AUGUST 20, 2019, SEPTEMBER 17, 2019, OCTOBER 1, 2019, OCTOBER 29, 2019, AND NOVEMBER 12, 2019, IN THE FOLLOWING CASES:**

2017-2024	2018-1235	2018-1355	2018-1396	2018-2017	2019-1166
2019-1210	2019-1300	2019-1310	2019-1311	2019-1351	2019-1352
2019-1359	2019-1381	2019-1398	2019-1452	2019-1167	

**WHEREAS**, administrative hearings were held, January 23, 2018, August 28, 2018, October 2, 2018, December 18, 2018, June 18, 2019, August 6, 2019, August 27, 2019, September 10, 2019, September 24, 2019, and October 22, 2019 pursuant to Section 21-19-11 of the Mississippi Code to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

**WHEREAS**, on March 27, 2018, March 19, 2019, May 14, 2019, July 23, 2019, August 6, 2019, August 20, 2019, September 17, 2019, October 1, 2019, October 29, 2019, and November 12, 2019, the governing authorities for the City of Jackson passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

**WHEREAS**, property owners and interested parties were afforded opportunity to be heard and did not appeal the governing authorities' adjudication; and

**WHEREAS**, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

**WHEREAS**, costs were incurred as a result of the employment of the contract labor; and

**WHEREAS**, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

**NOW BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following cases:

Consent Agenda # 4  
Agenda Date August 4, 2020

Ass. No.	Assessor Owner	Address/Zip	Parcel #	Tax	Int. Adm. Cost	Penalty Cost	Total	Work Completed
2017-2024	POWELL EDDIE & ROSIE B 2323 LUDLOW JACKSON MS 39213	2323 Ludlow Ave/ 39213	108-81	\$1,800.00	\$180.00	\$500.00	\$2,480.00	Cutting of grass, weeds and removing of trash and debris remove building materials remove tree limbs cut shrubbery cut fence line remove tree parts cut bushes cut saplings clean curbside remove fallen garage.
2018-1235	Hell Samantha 5649 Concord Dr Jackson MS 39211	5649 Concord Dr/ 39211	552-78	\$804.00	\$80.40	\$500.00	\$1,384.40	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, cut fence line, remove tree parts, cut bushes, cut saplings, remove tires, and clean curbside.
2018-1355	Rebuilding Jackson LLC P O Box 1248 Jackson MS 39215	Lot 5 of 2815 Woodside Dr/ 39212	678-42	\$1,082.88	\$108.29	\$500.00	\$1,691.17	Cutting grass, weeds, shrubbery, fence line, bushes & saplings; removing trash and debris, fallen tree/limbs & parts, wooden boards, crate(s), appliances & old furniture, building materials, old bricks, tires; and cleaning curbside.
2018-1396	Barnes Alice 1229 Park Dr McComb MS 39648	341 Segura Ave/ 39209	119-555	\$831.00	\$83.10	\$500.00	\$1,414.10	Cutting grass, weeds, shrubbery, fence line, bushes & saplings; removing trash, debris, fallen tree parts & limbs, wooden boards, appliances & old furniture, old bricks, tires, inoperable vehicles; and cleaning curbside.
2018-2017	TurnKey Investments Inc 559 Asbury Lane Dr Pearl MS 39208	1445 Gibraltar Dr/ 39204	635-347	\$1,056.80	\$105.68	\$500.00	\$1,662.48	Board up/ secure house; cut grass/weeds, shrubbery, fence line, bushes, saplings; remove trash/debris, fallen tree (limbs & parts), wooden boards, crates, appliances, old furniture, building materials, old bricks, tires; and clean curbside
2019-1166	True Wholesale Houses MS LLC 22582 5W Main St #9 Sherwood OR 97140	Formerly 757 Lawrence Rd (Lot E of 737 Lawrence Rd)/ 39206	517-130	\$1,155.00	\$115.50	\$500.00	\$1,770.50	Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, appliances/old furniture, tree limbs & parts, tires; and clean curbside.
2019-1210	Pure Life Baptist Church 226 Whitfield St Jackson MS 39212	Formerly 182 Whitfield St (Corner Lot of Whitfield St & Blair St)/ 39202	59-49	\$848.84	\$84.88	\$500.00	\$1,433.72	Cutting of grass, weeds, bushes, sapplings, fence line, and removing of trash and debris, tires, wooden boards, old bricks, clean curbside
2019-1300	Weeks Properties LLC 1060 E Countyline Rd Ste 3A-248 Ridgeland MS 39157	408 E Northside Dr/ 39206	433-161	\$870.48	\$87.05	\$750.00	\$1,707.53	Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.
2019-1310	Grisham Teresa P O Box 3304 Jackson MS 39204	Formerly 121 E Ash St (Lot E of 111 E Ash St)/ 39202	65-5	\$282.00	\$28.20	\$500.00	\$810.20	Cutting of grass, weeds, shrubbery, fence line, bushes, sapplings, and removing of trash and debris, tires, old furniture, crates, clean curbside.
2019-1311	Grisham Teresa P O Box 3304 Jackson MS 39204	Formerly 123 E Ash St (2nd Lot E of 111 E Ash St)/ 39202	65-6	\$282.00	\$28.20	\$500.00	\$810.20	Cutting of grass, weeds, shrubbery, fence line, bushes, sapplings, and removing of trash and debris, tires, old furniture, crates, clean curbside.
2019-1351	Harrington J B Est C/O Shirley Harrington 3936 Forest Hill Rd Jackson MS 39212	220 Bradley St/ 39209	114-76	\$720.00	\$72.00	\$500.00	\$1,292.00	Cutting of grass, weeds, shrubbery, fence line, sapplings, and removing of trash and debris, tree parts, tires, wooden boards, appliances, building material, and clean curbside.
2019-1352	Sherman Johnson Est 224 Bradley St Jackson MS 39209	224 Bradley St/ 39209	114-75	\$540.00	\$54.00	\$500.00	\$1,094.00	Cutting of grass, weeds, shrubbery, fence line, sapplings, and removing of trash and debris, tree parts, tires, wooden boards, appliances, building material, and clean curbside.
2019-1359	Travis Myron O & Clarence E & P O Box 132 Tougaloo MS 39174-0132	194 Roosevelt St/ 39202	59-35	\$890.40	\$89.04	\$500.00	\$1,479.44	Cut grass, weeds, shrubbery, fence line, bushes, sapplings; remove trash, debris, wooden boards/crates, tree limbs & parts, old furniture, tires; and clean curbside
2019-1381	Turner Cornelius 207 W Armita St #10 Jackson MS 39201	Lot 5 of 1112 Craft St/ 39209	697-74	\$1,046.50	\$104.65	\$500.00	\$1,651.15	Cutting of grass, weeds, bushes, shrubbery, fence line, sapplings, and removing of trash and debris, tree parts, old furniture, tires, appliances, crates, clean curbside.
2019-1398	Denton Anthony 143 Adelle Ct Jackson MS 39202	143 Adelle Ct/ 39202	59-10-33	\$696.56	\$69.66	\$500.00	\$1,266.22	Board-up and secure house and Cutting of grass, weeds, shrubbery, bushes, fence line, sapplings, and removing of trash and debris, tree parts, tires, building materials, appliances, old furniture, and clean curbside.
2019-1452	Portis Betty P O Box 543 Forest Park GA 30298	Formerly 1076 W Pascagoula St (Lot W of 1122 Pascagoula St)/ 39203	147-74	\$360.00	\$36.00	\$500.00	\$896.00	Cut grass, weeds, shrubbery, fence line, bushes, sapplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.
2019-1167	Ward Jeremy A 279 Lake Village Dr Medison MS 39110	Formerly 801 Lawrence Rd (Lot E of 777 Lawrence Rd)/ 39206	517-136	\$1,155.00	\$115.50	\$500.00	\$1,770.50	Cut grass, weeds, shrubbery, fence line, bushes, sapplings; remove trash, debris, appliances/old furniture, tires; and clean curbside.
<b>GRAND TOTAL</b>							<b>\$24,613.61</b>	

**IT IS FURTHER RESOLVED** that the costs and penalties assessed shall become liens against the parcels stated and shall be enrolled in the office of the circuit clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 of the Mississippi Code.

**IT IS FURTHER RESOLVED** that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of lands for delinquent taxes and in accordance with the provisions of Section 21-19-11 of the Mississippi Code as amended.

**IT IS FURTHER RESOLVED** that pursuant to Section 21-19-11 of Mississippi Code as amended that the costs and penalties assessed in this Resolution be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

**IT IS FINALLY RESOLVED** that the Mayor and municipal clerk be authorized to perform any and all acts necessary to insure that provisions of this Resolution are implemented.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **07/21/2020**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to adjudicate private property.			
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	<b>Schedule (beginning date)</b>	Following scheduled City Council date			
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$0.00			
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	N/A			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___





# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 7/8/2020**

**Re: Agenda Item**

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The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels and requiring the enrollment of the lien in the Office of the Circuit Clerk for Hinds County. Therefore, we request that you authorize adjudicating the attached parcels.

Your consideration in this matter is appreciated.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$24,613.61 FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, JULY 23, 2019, AUGUST 6, 2019, AUGUST 20, 2019, SEPTEMBER 7, 2019, OCTOBER 1, 2019, OCTOBER 29, 2019, AND NOVEMBER 12, 2019, IN THE FOLLOWING CASES: 2017-2024, 2018-1235, 2018-1355, 2018-1396, 2018-2017, 2019-1166, 2019-1210, 2019-1300, 2019-1310, 2019-1311, 2019-1351, 2019-1352, 2019-1359, 2019-1381, 2019-1398, 2019-1452, 2019-1167 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney Ch

7/28/20  
Date

OFFICE OF THE CITY ATTORNEY  
Ch

OFFICE OF THE CITY ATTORNEY  
TCL  
2/12/20

**ORDINANCE AMENDING SECTION 2-168 OF THE JACKSON CODE OF ORDINANCES - CITY EMPLOYEE WAGE REQUIREMENTS. (ALL WARDS)**

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

**WHEREAS**, the adjustment in minimum wage for the employees of the City of Jackson is timely; and

**WHEREAS**, the adjustment of the minimum wage in the City of Jackson to Fifteen Dollars (\$15.00) per hour will make the City of Jackson's pay structure in line with the minimum wage of many employers.

**NOW, THEREFORE, BE IT ORDAINED** as follows:

**SECTION 1.** Section 2-168 of the Jackson Code of Ordinances is amended as follows:

Unless contrary to federal, state or local law:

(1) Effective October 1, 2020, minimum hourly wage for city employees, ~~excluding participants of the 2015 Mayor's Summer Youth Employment Program~~, shall be \$15.00.

~~(2) An annual incremental hourly wage increase of \$0.95 shall be made for two consecutive years and shall be made effective at the beginning of each fiscal year as follows:~~

~~a. Beginning October 1, 2015, the minimum hourly wage for city employees shall be \$9.70.~~

~~b. Beginning October 1, 2016, the minimum hourly wage for city employees shall be \$10.65.~~

(3) Each city employee shall certify to the city personnel department that the employee will be compensated at a rate of pay not less than the minimum hourly wage in effect, as set forth by this section.

**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.** This ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

(STOKES)

Intro to Ordinance # 5  
August 4, 2020

Office of the City Attorney

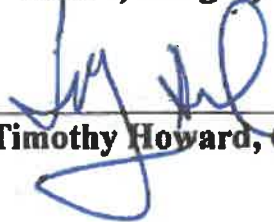
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
7/16/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE AMENDING SECTION 2-168 OF THE JACKSON CODE OF ORDINANCES - CITY EMPLOYEE WAGE REQUIREMENTS. (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

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

7/16/20  
\_\_\_\_\_  
**Date**

**ORDINANCE PROHIBITING THE USE OF FACIAL RECOGNITION TECHNOLOGY  
BY THE JACKSON POLICE DEPARTMENT**

**WHEREAS**, facial recognition technology (FRT) identifies an individual, captures information about an individual, logs characteristics of an individual's face, head, or body to infer emotion, associations, activities, or the location of an individual.

**WHEREAS**, facial recognition technology has the potential to be an invasion of privacy. It poses unique and significant threats to the civil rights and civil liberties of American citizens. San Francisco, CA; Somerville, MA; and Oakland, CA have all passed legislation banning FRT.

**WHEREAS**, studies have shown that facial recognition surveillance programs routinely identifies the wrong person. These errors have real-world impacts, including harassment, wrongful imprisonment, and deportation.

**WHEREAS**, facial recognition software has been shown to programmatically misidentify people of color, women, and children: thus supercharging discrimination and putting vulnerable people at greater risk of systemic abuse.

**WHEREAS**, law enforcement officers frequently search facial recognition databases without warrants or even reasonable suspicion of wrongdoing thus violating the Fourth Amendment and basic human rights.

**WHEREAS**, police officers across the United States routinely abuse confidential databases to spy on exes, business partners, neighbors, and journalists.

**IT IS THEREFORE ORDAINED** that the use of facial recognition technology by the Jackson Police Department is hereby prohibited in the City of Jackson.

Agenda Item #6  
Agenda Date August 4, 2020



OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI

**ORDINANCE REPEALING ORDINANCES OF THE CITY OF JACKSON ADOPTING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE WITH CERTAIN REVISED ADDITIONS AND DELETIONS RELATED TO AUTOMATIC SPRINKLER SYSTEMS IN CLASSIFIED BUILDINGS AND STRUCTURES WHICH ARE NEW, RENOVATED, ALTERED, OR MODIFIED, ESTABLISHING A PENALTY CLAUSE, A PUBLICATION CLAUSE AND EFFECTIVE DATE**

**WHEREAS**, on February 24, 2015, the City Council approved an ordinance which adopted the 2012 Edition of the International Fire Code together with appendix Chapters A, B, C, D, E, F, G, H, I, J, Section 101.2.1 as published by the International Code Council without additions, deletions, and changes prescribed in Section 58-37; and

**WHEREAS**, the ordinance approved by the City Council on February 24, 2015 is codified at Section 58-36 of the City of Jackson Code of Ordinances; and

**WHEREAS**, upon full review and consideration of all matters related to the preservation of life and property, the Jackson Fire Department has determined that the adopted fire code should be repealed and the 2018 edition of the International Fire Code should be adopted together with applicable appendices; and

**WHEREAS**, upon full review and consideration, the Jackson Fire Department has also determined that the 2018 edition of the International Fire Code when adopted should contain additional provisions related to the installation of sprinkler systems in new, renovated, altered, or modified buildings having a floor area of 5000 or more square feet; and

**WHEREAS**, the Jackson Fire Department's recommendation concerning the sprinkler systems is based upon information gleaned from reports of the National Fire Protection Association indicating that sprinkler systems have significant effectiveness in reducing damage and loss from fire; and

**WHEREAS**, upon full review and consideration of the importance of preserving the life of those visiting and occupying commercial structures and also property;

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI** that the 2015 edition of the International Fire Code adopted by the City Council on February 24, 2015 is hereby repealed in its entirety.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI** that the 2018 edition of the International Fire Code published by the International Code Council with appendix Chapters A, B, C, D, E, F, G, H, I, J, Section 101.2.1 shall be adopted.

**NOW THEREFORE BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI** that the adopted fire code is amended by addition or deletion and

Adoption of Ordinance # 7  
Agenda Date August 4, 2020

shall read as follows:

**ARTICLE 1**

**Section 903.1.1: Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 9.04 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard and approved by the fire marshal.

**Section 903.3.1.1.1 Exempt locations.** If approved by fire marshal, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment:

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
3. Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

**Section 903.2 Where required.** Approved automatic sprinkler systems in commercial new buildings and renovated, altered, or modified commercial buildings shall be provided in the locations described in Sections 903.2.1 through 903.2.10.

**Section 903.2 is amended by deleting the Exception:**

**Exception:** Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.

**Section 903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The area exceeds 5000 square feet (464m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge;
4. The fire area contains a multi theater complex.



**Section 903.2.1.3 Group A-3.** An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet (464m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge.

**Section 903.2.1.4 Group A-4.** An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge.

**Section 903.2.3 Group E.** An automatic sprinkler system shall be provided for Group E occupancies where one of the following conditions exists:

1. Throughout all Group E fire areas greater than 5,000 square feet (464m<sup>2</sup>); in area;
2. Throughout every portion of educational building below the level of exit

discharge;

**Exception:** An automatic sprinkler system is not required in any fire area or area below the level of exist discharge where every classroom throughout the building has at least one exterior exit door at ground level.

**Section 903.2.4 Group F-1.** An automatic sprinkler system shall be provided throughout all new, renovated or modified buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. Where a Group F-1 fire area exceeds 5,000 square feet (464m<sup>2</sup>);
2. Where a Group F-1 fire area is located more than three stories above grade plane;

or

3. Where combined area of all Group F-1 fore areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m<sup>2</sup>).
4. Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).

**Section 903.2.7 Group M.** An automatic sprinkler system shall be provided throughout all new or renovated or modified buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area exceeds 5,000 square feet (464m<sup>2</sup>);
2. Where a Group M fire area located more than three stories above grade plane; or
3. Where the combined area of all Group M fire areas on all floors, including any mezzanines exceeds 24,000 square feet;

- OFFICE OF THE CITY CLERK  
CITY OF DENVER
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m<sup>2</sup>).

**Section 903.2.9 Group S-1.** An automatic sprinkler system shall be provided throughout all new, renovated, or modified buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464m<sup>2</sup>);
2. A Group S-1 fire area is located more than three stories above grade plane; or
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m<sup>2</sup>);
4. A Group S-1 fire area used for the storage of commercial trucks or buses where fire area exceeds 5,000 square feet (464m<sup>2</sup>).
5. a Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).

**Section 903.2.9.1 Repair garages.** An automatic sprinkler system shall be provided throughout new, renovated, or modified buildings used as Repair Garages where one of the following conditions exists:

1. Buildings two or more stories in height, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464m<sup>2</sup>);
2. One-story buildings with a fire area containing a repair garage exceeding 5000 square feet (464m<sup>2</sup>);
3. Buildings with a repair garage servicing vehicles parked in the basement;
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5000 square feet (464m<sup>2</sup>).

**Section 903.2.9** shall be amended to add a new **Section 903.2.9.3** which shall read as follows:

**Section 903.2.9.3. Self Service Storage Facility.** An automatic sprinkler system shall be installed in new, renovated, or modified self-service storage facilities. A screen shall be installed at eighteen (18) inches below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh not less than one (1) inch nor greater than six (6) inches in size. The screen and its supports shall be installed such that all elements are at least eighteen (18) inches below any sprinkler heads.

**Section 903.2.10 Group S-2 enclosed parking garages.** An automatic sprinkler system shall be provided in new, renovated, or modified buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 12,000 square feet; (1115 m<sup>2</sup>);
2. Where the enclosed parking garage is located beneath other groups.

OFFICE OF THE CITY CLERK  
CITY OF JACKSON, MISSISSIPPI

**Exception:** Enclosed parking garages located beneath Group R-3 occupancies.

**Section 903.2.11.7. High Combustible Storage.** For buildings with a clear height exceeding 12 feet (4,572 mm) see Chapter 32 to determine if those provisions apply.

**Section 903.2.11.8. Spray booths and rooms.** New, renovated, or modified spray booths and spraying rooms shall be protected by an approved automatic fire extinguishing system.

**Section 903.2.11.9. Buildings over 5,000 square feet.** An automatic sprinkler system shall be installed in new buildings over 5,000 square feet and in existing buildings that are renovated, modified, or enlarged to greater than 5,000 square feet. For the purpose of this provision, fire walls, fire barriers, or horizontal assemblies shall not define separate buildings.

**Exceptions:**

1. Open parking garages which comply with Section 406.5 of the International Building Code.
2. When of non-combustible construction, the area of awning extension or free-standing canopies, both sides, and not used for display or storage shall not be considered for requiring sprinkler protection for areas greater than 5,000 square feet but less than otherwise required in this code.
3. Temporary structures whose use is planned for one (1) year or less.

**Section 903.2.11.10 Expanded Tenant Spaces.** Fire sprinklers shall be installed in new, renovated, or modified tenant spaces where the total fire area exceeds 5,000 square feet. For the the purpose of fire sprinklers, fire walls, fire barriers, or horizontal assemblies shall not be used to separate single tenant fire areas.

**Add new Section 903.3.1.4 to read as follows:** Automatic sprinkler systems shall be designed, installed, and maintained in accordance with the current edition of the NFPA 13 Standards for the Installation of Sprinkler Systems.

**Section 903.3.3.5 is amended to include a second paragraph to read as follows:**

**Section 903.3.3.5 Water supplies.** Water supply as required for automatic sprinkler systems shall be provided in conformance with the supply requirements of the respective standard.

**ARTICLE 2**

All provisions of the Code of Ordinances of the City of Jackson in conflict with the provision of these ordinances are hereby repealed, and all provisions of the Code of Ordinances of the City of Jackson not in conflict with the provisions of this ordinance shall remain in full force and effect.

OFFICE OF THE CLERK OF COURTS  
JACKSON, MISSISSIPPI

**ARTICLE 3**

It is the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of these ordinances be construed severally. If any phrase, clause, sentence, or section of these ordinances be declared unconstitutional or invalid by a court of competent jurisdiction, the unconstitutional or invalid phrase, clause, or sentence shall not affect the remaining ordinance or ordinances. The remaining ordinance or ordinances shall remain in force and effect and shall be construed without the unconstitutional or invalid phrase, clause, or sentence to the extent practical.

**ARTICLE 4**

The repeal of an ordinance or ordinances arising out of and resulting from the enactment of these ordinances shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Jackson under any section or provisions at the time of passage of this ordinance.

**ARTICLE 5**

Any violation of the ordinances by any person, firm, or corporation shall constitute a misdemeanor offense and shall be punishable by a fine of not less than \$500 nor more than \$1,000 or imprisonment for a period of not less than thirty (30) days nor more than ninety (90) days or both. For purposes of this ordinance, each day a violation continues shall be deemed a separate punishable offense.

**ARTICLE 6**

These ordinances shall become effective in accordance with Section 21-13-11 of the Mississippi Code of 1972 as amended.

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

**June 11, 2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	ORDINANCE REPEALING ORDINANCES OF THE CITY OF JACKSON ADOPTING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE WITH CERTAIN REVISED ADDITIONS AND DELETIONS RELATED TO AUTOMATIC SPRINKLER SYSTEMS IN CLASSIFIED BUILDINGS AND STRUCTURES WHICH ARE NEW, RENOVATED, ALTERED, OR MODIFIED, ESTABLISHING A PENALTY CLAUSE, A PUBLICATION CLAUSE AND EFFECTIVE DATE								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	To provide safety to the citizens of Jackson								
5.	<b>Schedule (beginning date)</b>	As soon as possible								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	ALL WARDS  CITY WIDE								
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department								
8.	<b>COST</b>									
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>									
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____

## **MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** June 11, 2020  
**Re:** Adoption of the 2018 Edition of the International Fire Code

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The City of Jackson Fire Department has done a full review of the current 2012 adoption of the International Fire Code. It has been determined that the adopted fire code should be repealed and the 2018 edition should be adopted. The 2018 edition has revised additions and deletions related to automatic sprinkler systems in buildings and structures new, renovated, altered or modified.

If you have any questions, or need additional information, please feel free to contact me at Ext. 1397.

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 ORDINANCE REPEALING ORDINANCES OF THE CITY OF JACKSON ADOPTING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE WITH CERTAIN REVISED ADDITIONS AND DELETIONS RELATED TO AUTOMATIC SPRINKLER SYSTEMS IN CLASSIFIED BUILDINGS AND STRUCTURES WHICH ARE NEW, RENOVATED, ALTERED OR MODIFIED, ESTABLISHING A PENALTY CLAUSE, PUBLICATION CLAUSE AND EFFECTIVE DATE has been reviewed by me and is legally sufficient for adoption by the governing authorities.

  
\_\_\_\_\_  
Tim Howard, City Attorney

7/13/20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Carrie Johnson, Deputy City Attorney

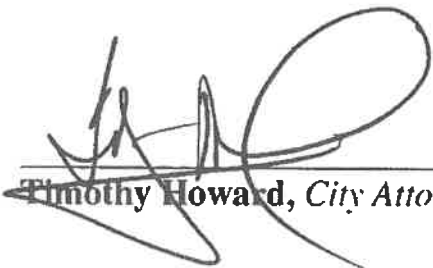
Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH CARROLL WARREN & PARKER PLLC TO REPRESENT THE CITY IN THE CITY OF BYRAM, MISSISSIPPI V. CITY OF JACKSON, MISSISSIPPI FILED IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



---

Timothy Howard, *City Attorney*

7/28/20  
Date



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH CARROLL WARREN & PARKER PLLC TO REPRESENT THE CITY IN THE CITY OF BYRAM, MISSISSIPPI V. CITY OF JACKSON, MISSISSIPPI FILED IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI**

REC'D CITY ATTORNEY  
7/20/20

**WHEREAS**, the City of Jackson seeks representation involving annexation, specifically in the lawsuit styled *City of Byram, Mississippi v. City of Jackson, Mississippi, et al.*, Cause No. 2020-cv-00745 G/2, filed in the Chancery Court of Hinds County, Mississippi, which requires expertise and training specific to this area of law; and

**WHEREAS**, the City seeks to defend its interest, and to also possibly expand its boundaries; and

**WHEREAS**, the City of Jackson seeks to execute an Engagement Agreement with the law firm of Carroll Warren & Parker PLLC to represent the City in this lawsuit, as well as possible expansion of the City's boundaries, as well as any other matters related to the same; and

**WHEREAS**, the Agreement will specify an hourly rate of \$250.00 for a Senior Partner; an hourly rate of \$200.00 for all other attorneys; and an hourly rate of \$60.00 for paralegals; and

**WHEREAS**, the Agreement will specify that the Firm's legal services will be billed at the rates set forth above in an amount not to exceed \$85,000, including expenses and litigation costs, with travel charged at 58 cents per mile; and

**WHEREAS**, the City believes it is in the City's best interest of the City to execute the Agreement.

**IT IS, THEREFORE, ORDERED**, that the Mayor be authorized to execute an Engagement Agreement with the law firm of Warren & Parker PLLC to represent the City in the lawsuit styled *City of Byram, Mississippi v. City of Jackson, Mississippi*, Cause No. 2020-cv-00745 G/2, filed in the Chancery Court of Hinds County, Mississippi, as well as in the City's consideration of potential expansion of the City's boundaries, in an amount not to exceed \$85,000, (without proper authorization by the City Council) including expenses and litigation costs, with travel charged at 58 cents per mile.

LUMUMBA

Agenda Item # 10  
Agenda Date August 4, 2020

Office of the City Attorney

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Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
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## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH CARROLL WARREN & PARKER PLLC TO REPRESENT THE CITY IN THE CITY OF BYRAM, MISSISSIPPI V. CITY OF JACKSON, MISSISSIPPI FILED IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



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Timothy Howard, *City Attorney*

7/28/20  
Date

OFFICE OF THE CITY ATTORNEY  
TCL  
7/10/20

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE CAPITAL CITY CONVENTION CENTER COMMISSION'S ACCEPTANCE OF A PROPOSAL SUBMITTED FOR THE MANAGEMENT AND MARKETING OF THE CAPITAL CITY CONVENTION CENTER FACILITIES**

**WHEREAS**, the Capital Center Convention Center Commission issued a Request for Proposals dated December 3, 2019 for the management and marketing of the Capital City Convention Center Facilities; and

**WHEREAS**, OVG Facilities, LLC, a Delaware Limited Liability Company, submitted a proposal in response to the request; and

**WHEREAS**, OVG Facilities, LLC is a wholly-owned facility management subsidiary of Oak View Group, an American global advisory development and investment company for sports and live entertainment; and

**WHEREAS**, the Capital Center Convention Center Commission forwarded to the City a Notice of Intent Letter dated July 1, 2020 advising of the Commission's intent to accept the proposal submitted by OVG Facilities, LLC; and

**WHEREAS**, there is a provision in the Request for Proposals which conditions acceptance of a proposal by the Commission upon approval of the proposal by the City of Jackson; and

**WHEREAS**, notwithstanding said provision, the City of Jackson is not involved in any contract negotiations between the Commission and any proposer and not a party to any contract between the Commission and a selected proposer; and

**WHEREAS**, the City of Jackson acts through its governing authorities, which consists of the Mayor and Jackson City Council collectively based on the Mayor-Council form of government; and

**WHEREAS**, the Mayor of the City of Jackson, Chokwe Antar Lumumba, after due consideration approves of the acceptance of the proposal by OVG Facilities, LLC and recommends that the Jackson Council do likewise by passing this Resolution.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that after due consideration, the Jackson City Council accepts the recommendation of the Mayor and approves of the Capital City Convention Center Commission's acceptance of the proposal submitted by OVG Facilities, LLC for the management and marketing of the Capital City Convention Center Facilities, in response to the Request for Proposals dated December 3, 2019.

Submitted by: LUMUMBA

Agenda Item # 10  
Agenda Date August 4, 2020

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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE CAPITAL CITY CONVENTION CENTER COMMISSION'S ACCEPTANCE OF A PROPOSAL SUBMITTED FOR THE MANAGEMENT AND MARKETING OF THE CAPITAL CITY CONVENTION CENTER FACILITIES** is legally sufficient for placement in NOVUS Agenda.



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

7/30/20

\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
8/24/20  
[Signature]

**ORDER AUTHORIZING THE MAYOR'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE PUPOSE OF SHARING DATA TO IMPROVE THE PROVISION OF SERVICES AND INFORMATION TO CITIZENS AND VISITORS OF THE CITY OF JACKSON AFFECTED BY COVID-19**

**WHEREAS**, the Mississippi State Department of Health (MSDH) is an agency of the State of Mississippi responsible for protecting and advancing public health in the State; and

**WHEREAS**, the Mississippi State Department of Health has been compiling an assortment of data points related to the prevalence, location, demographics and/or other factors related to COVID-19 cases in Mississippi.

**WHEREAS**, the City of Jackson and MSDH wish to enter into a Memorandum of Understanding to collaborate and share parts of data to improve the provision of services and information to members of the public affected by COVID-19; and

**WHEREAS**, it has been determined by the Administration that receiving information related to infections and deaths reported specifically for residents of the City of Jackson would enable the City of Jackson to determine areas where resources should be deployed to curtail the spread of COVID-19; and

**WHEREAS**, the Memorandum of Understanding contains covenants of MSDH as follows: MSDH will (a) provide secure access to COVID-19 data within its discretion and in a manner it chooses - to designated City of Jackson custodians, with such data to include the number of positive cases of COVID-19 per census tract located within the boundaries of the City of Jackson, Mississippi; (b) attempt to deliver to the City of Jackson, by a secure means of MSDH's choosing, the data in MSDH's possession that falls under the MOU in accordance with a schedule mutually agreed upon by the parties; (c) securely manage and store data obtained pursuant to the MOU in accordance with HIPAA and the HITECH Act and applicable regulations; (c) not publicly release without the City of Jackson's consent any data obtained from the City under the MOU; (d) obtain approval from the City of Jackson before public release of publications, reports, articles, tables, graphs or the like developed wholly or in party using data obtained from the City under the MOU; (d) adhere to all agreements entered into with the City in connection with the MOU; and

**WHEREAS**, the Memorandum of Understanding contains covenants of the City of Jackson as follows: the City of Jackson will (a) provide secure access to COVID-19 data within its possession and at its discretion and in a manner it chooses - to designated MSDH custodians; (b) attempt to deliver to MSDH by secure means of the City of Jackson's choosing the data in its possession that falls under the MOU; (c) securely manage and store data obtained pursuant to the agreement and in accordance with the HIPPA and HITECH Act and applicable regulations; ( d) never attempt to re-identify anonymized or de-identify data obtained from MSDH, including attempts to determine names and demographics; ( e) never attempt to intentionally locate or

Agenda Item # 12  
Agenda Date August 4, 2020

identify any individuals who are or may be the subject of the data obtained from MSDH; (f) never disclose to anyone not a party to the MOU, without consent from MSDH, any data obtained from MSDH under the MOU; (g) never publicly release without MSDH consent any publications, reports, articles, tables, graphs, or the like developed wholly or in part using data obtained from MSDH; (h) unless MSDH agrees otherwise, publish only on MSDH website or other public-facing form of media and nowhere else any publication, report, article, table, graph or like if the information is about COVID-19 in general or were developed wholly or in part using data obtained under the agreement; (i) adhere to all agreements in connection with the MOU; and (j) provide to MSDH, upon request, a copy of the City of Jackson's most recent information security audit:

**WHEREAS**, the Memorandum of Understanding contains mutual provisions stating that the provisions of Section 11-46-1 governs liability of the entities; and

**WHEREAS**, the MOU shall become effective at the date of signing by all parties and shall terminate when all data provided under the MOU is returned to its original disclosing party and/or destroyed by means agreeable to the disclosing party.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute the Memorandum of Understanding with the Mississippi State Department of Health consistent with the provisions herein delineated, and authorized to execute any other documents consistent with the provisions stated herein if such execution and document would be in furtherance of the purposes stated herein.

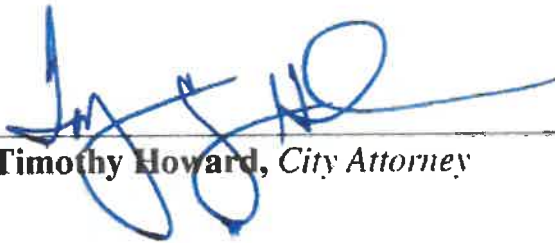
Lumumba, Blaine

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE PUROSE OF SHARING DATA TO IMPROVE THE PROVISION OF SERVICES AND INFORMATION TO CITIZENS AND VISITORS OF THE CITY OF JACKSON AFFECTED BY COVID-19 is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_

Timothy Howard, *City Attorney*

7/22/21  
\_\_\_\_\_

Date

OFFICE OF THE CITY ATTORNEY  
7/22/21

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MISSISSIPPI STATE DEPARTMENT OF HEALTH  
AND  
CITY OF JACKSON, MISSISSIPPI**

**SECTION I – PARTIES TO THE AGREEMENT**

The Mississippi State Department of Health (MSDH) and the City of Jackson, Mississippi (City of Jackson) agree to abide by the terms of this Memorandum of Understanding (MOU or Agreement) and perform the scope of work as described in Section III.

**SECTION II – PURPOSE**

As part of its response to the Coronavirus Disease 2019 (COVID-19) pandemic, MSDH has been compiling an assortment of data points related to the prevalence, location, demographics and/or other factors related to COVID-19 cases in Mississippi. City of Jackson and MSDH wish to collaborate and share parts of this data to improve the provision of services and information to members of the public affected by COVID-19.

**SECTION III – SCOPE OF AGREEMENT**

**MSDH agrees to:**

- In support of the fulfillment of the purpose of this Agreement (as set forth in Section (II)), at MSDH's discretion and in a manner of its choosing, provide secure access to pertinent COVID-19 data in MSDH's possession to designated City of Jackson custodians. Data files will only include those designated in Attachments to this Agreement.
- Attempt to deliver to City of Jackson, by a secure means of MSDH's choosing, the data in MSDH's possession that falls under this Agreement in accordance with a schedule mutually agreed upon by all parties.
- Securely manage, store, and share all data falling under this Agreement in accordance with HIPAA and the HITECH Act and their applicable regulations.
- Never publicly release, without consent from City of Jackson, any data obtained from City of Jackson under this Agreement. MSDH also agrees to obtain approval from City of Jackson before public release of any publications, reports, articles, tables, graphs and/or the like developed, wholly or in part, using the data obtained from City of Jackson under this Agreement.
- Adhere to all agreements entered into with City of Jackson in connection with this MOU (e.g., data use agreement, business associate agreement).



**City of Jackson agrees to:**

- In support of the fulfillment of the purpose of this Agreement (as set forth in Section (II)), at City of Jackson's discretion and in a manner of its choosing, provide secure access to pertinent COVID-19 data in City of Jackson's possession to designated MSDH custodians.
- Attempt to deliver to MSDH, by a secure means of City of Jackson's choosing, the data in City of Jackson's possession that falls under this Agreement in accordance with a schedule mutually agreed upon by both parties.
- Securely manage and store all data falling under this Agreement in accordance with HIPAA and the HITECH Act and their applicable regulations.
- Never attempt to re-identify anonymized or de-identified data obtained from MSDH under this Agreement. Re-identification includes, but is not necessarily limited to, determining the names demographics, location, and/or relatives of individuals described or represented by data shared by MSDH.
- Never attempt to intentionally locate or identify any individuals who are or may be the subject of any data obtained from MSDH under this Agreement.
- Never disclose to anyone not party to this agreement, without consent from MSDH, any data obtained from MSDH under this Agreement. City of Jackson also agrees to obtain approval from MSDH before release of any publications, reports, articles, tables, graphs and/or the like developed, wholly or in part, using the data obtained from MSDH under this Agreement.
- Unless mutually agreed upon otherwise by the parties to this Agreement, only publish on an MSDH website (upon MSDH approval) or other public-facing form of media, and nowhere else, any publication, report, article, table, graph, and/or the like if such:
  - contain information about Coronavirus Disease 19 (COVID-19) and/or coronaviruses in general; and
  - were developed wholly or in part using the data obtained under this Agreement.
- Provide to MSDH, upon request by MSDH, a copy of City of Jackson's most recent information security audit.
- Adhere to all agreements entered into with MSDH in connection with this MOU (e.g., data use agreement, business associate agreement).

**SECTION IV – INFORMATION USAGE**

All data falling under this Agreement will be stored, protected, utilized and/or retained in accordance with applicable federal and state law, regulations, and standards including, but not

limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and their corresponding regulations. Utilizations of the data falling under this Agreement must adhere to the parameters set under this Agreement. Any other utilizations of this data must be agreed to in writing by both parties and incorporated as an amendment to this Agreement.

In accordance with 45 CFR § 164.514(b)(1), data shared by MSDH under this Agreement will be deemed sufficiently de-identified through expert determination before it is shared with the City of Jackson. Proof of expert determination will be attached to this Agreement.

**SECTION V – EFFECTIVE DATES AND TERMINATION DATES**

This Agreement shall become effective at the date of signing below by all parties and shall terminate when all data provided under this Agreement is returned to its original disclosing party and/or destroyed by means agreeable to the disclosing party.

**SECTION VI – LIABILITY**

As an entity of the State of Mississippi, MSDH's liability is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

As a political subdivision of the State of Mississippi, City of Jackson's liability is determined and controlled in accordance with Mississippi Code Annotated Sec. 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the City under statute.

\_\_\_\_\_  
Thomas Dobbs, III, MD, MPH  
State Health Officer  
Mississippi State Department of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Jackson  
Chokwe Antar Lumumba, Mayor

\_\_\_\_\_  
Date

## **MEMORANDUM OF UNDERSTANDING**

### **ATTACHMENT A**

**MSDH agrees to provide to City of Jackson the following data files:**

- Number of positive cases of COVID-19 per census tract located within the boundaries of the city of Jackson, Mississippi.

Access by City of Jackson to such data shall be granted at the discretion and in a manner determined by MSDH to be in the best interest of the State, taking into consideration this Agreement and applicable federal and state law, regulations, policies, and procedures. This includes, but is not limited to, suppression of data points when deemed necessary by MSDH to limit the risk of re-identification in adherence to HIPAA and its Privacy Rule.

MSDH will attempt to deliver said data to City of Jackson in accordance with a schedule mutually agreed upon by all parties.

Amendments or additions to the above list of shared data files must be agreed to in writing by all parties to this Agreement.



OFFICE OF THE CITY ATTORNEY  
7/14/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENERGY INVESTMENT PROGRAM LOAN AGREEMENT BETWEEN THE MISSISSIPPI DEVELOPMENT AUTHORITY AND THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the Mississippi Energy Investment Act, constituting Sections 57-39-39 et seq., Mississippi Code of 1972, as amended (the "Act"), was enacted for the purpose of purchasing and installing energy conversion measures to promote energy efficiency and economic growth in the State of Mississippi (the "State"); and

**WHEREAS**, pursuant to the Act, Mississippi Development Authority ("MDA") is authorized to make interest-bearing loans to government entities, such as the City of Jackson, Mississippi ("City"), for the purpose of purchasing and installing energy conversion measures to promote energy efficiency and economic growth in the State; and

**WHEREAS**, the City has decided to make energy efficient capital improvements and/or design and install new processes to improve energy efficiency and productivity, and has requested MDA to finance such costs associated with the development of the improvements, i.e., lamp and fixtures will be replaced with LED lights and fixtures in the Police Headquarters/Municipal Court Building; and

**WHEREAS**, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the City has filed an application (the "Application") with MDA for a loan to be used for the development of the Project; and

**WHEREAS**, based upon the Application and other relevant factors, MDA has agreed to provide the City with a loan under the Act in the amount of \$357,115.00 under the terms and conditions in order to fund the establishment and development of the Project by the Government Entity; and

**WHEREAS**, to secure the payment of the Loan, the City will execute, and deliver the Note to MDA; and

**WHEREAS** the City and MDA intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained will agree to the following terms:

***"SECTION 1. Loan.** Subject to and upon the terms and conditions set forth herein, MDA agrees to make the Loan to the Government Entity and the Government Entity agrees to borrow the proceeds of the Loan from MDA. The Loan will be evidenced by a promissory note payable to the order of MDA and dated as of the date hereof (the "Note"), such Note shall bear interest at the rate per annum set forth in Item 5 of Annex A and as shown on the face of the Note. Subject to the provisions of this Agreement, the Act, the Application, and the Guidelines, and upon execution of this Agreement, the Note and any other documents required by MDA to secure the Government Entity's repayment of the Loan, MDA shall pay the proceeds of the Loan to the Government Entity in order to finance the Project.*

***SECTION 2. Loan Payments and the Note.** All payments payable by the Government Entity under this Agreement and the Note (the "Loan Payments") are due and payable at the times and in the amounts set forth in Item 5 of Annex A. MDA directs the Government Entity and the Government Entity agrees to pay to MDA, at the address set*

Agenda Item # 13  
Agenda Date August 4, 2020

forth in Section 9 herein below, all payments payable by the Government Entity pursuant to this Agreement.

*In the event the Government Entity shall not make or cause to be made any of the Loan Payments, the Loan Payments so in default shall continue as an obligation of the Government Entity until the amount in default shall have been fully paid, and the Government Entity will pay the same with interest thereon until paid at the rate per annum borne by the Note.*

*The Government Entity shall execute the Note to evidence its obligation to make the Loan Payments and any other sums payable by the Government Entity hereunder.*

*It is understood and agreed that all Loan Payments by the Government Entity under this Agreement and the Note shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim or recoupment arising out of any breach by MDA, or the State of any obligation to the Government Entity, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Government Entity by MDA or the State.*

*The Government Entity may, at its option, at any time and from time to time, upon not less than ten (10) days written notice to the MDA, prepay the Loan without premium or penalty.*

**SECTION 3. Representations of MDA.** *MDA makes the following representations as the basis for the undertakings on the part of the Government Entity herein contained.*

*(a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Agreement.*

*(b) MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.*

*(c) MDA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Agreement.*

*(d) MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditor's rights generally or (2) by the availability of any discretionary equitable remedies.*

*(e) The Loan for the acquisition, construction, installation, equipping, and/or rehabilitation of the Project by the Government Entity, as provided by this Agreement, will further the purposes of the Act, to wit: to promote development and demonstration of efficient, environmentally acceptable and commercially feasible technologies, techniques and processes while effectively utilizing the State's existing alternative and conventional energy resources to foster economic and social growth.*

**SECTION 4. Representations of the Government Entity.** *The Government Entity makes the following representations as the basis for the Loan and the undertakings on the part of MDA herein contained:*

*(a) The Government Entity has all necessary power and authority to enter into and perform its duties under this Agreement and the Note and, when adopted or when executed and delivered by the respective parties hereto and thereto, this Agreement and the Note will constitute legal, valid, and binding obligations of the Government Entity enforceable in accordance with their respective terms except to the extent that the enforceability of the rights set forth herein and therein may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein and therein may be limited by the validity of any particular remedy. The execution and delivery of this Agreement and the Note and compliance with the provisions of each, will not conflict with, or constitute a breach of or default under, the Government Entity's duties under any law, administrative regulation, court decree, resolution, charter, by-laws, or other agreement to which the Government Entity is subject or by which it is bound.*

*(b) There is no consent, approval, authorization or other order of, filing with, or certification from any regulatory authority having jurisdiction over the Government Entity required for the execution and delivery or the consummation by the Government Entity of any of the transactions contemplated by this Agreement and the Note which have not already been obtained.*

*(c) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, governmental agency or body pending or, to the best knowledge of the Government Entity, after reasonable investigation and due inquiry, threatened against the Government Entity to restrain or enjoin the execution or delivery of the Note, or the making of the loan payments contemplated by this Agreement and the Note, or in any way contesting or affecting the validity of this Agreement and the Note or contesting the powers of the Government Entity to adopt, enter into or perform its obligations under any of the foregoing or materially and adversely affecting the properties or conditions (financial or otherwise) or existence or powers of the Government Entity.*

*(d) It shall comply with the terms and provisions of this Agreement, the Note, the Act, and the Guidelines.*

*(e) It is not in default under any previous loans from MDA, the State, or the federal government.*

*(f) All information furnished by the Government Entity to MDA for the purpose of approving the Loan, including, but not limited to, the Application, is true, accurate, and complete as of the date hereof and thereof.*

*(g) The Project will be dedicated to the development of energy efficiency and productivity as more particularly described in Item 3 of Annex A.*

*(h) The Loan is being made to finance the Project and will not be used for any other purpose.*

**SECTION 5. Covenants of the Government Entity.** *The Government Entity covenants and agrees, until the Loan is repaid and satisfied in full according to the terms of this Agreement, as follows:*

*(a) The Government Entity agrees that so long as the loan is outstanding and the project is in operation it will operate the Project, or cause the Project to be operated, as in accordance with the Act, the Guidelines and the Application.*

*(b) The Government Entity will maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition and will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals.*

*(c) The Government Entity shall pay, or make provisions for payment of, all lawful taxes and assessments, including income, profits, property or excise taxes, if any, or other municipal or governmental charges, levied or assessed by the federal, state or any municipal government with respect to or upon the Project or any part thereof or upon any payments hereunder when the same shall become due.*

*(d) Throughout the term of this Agreement, the Government Entity shall keep the Project continuously insured against such risks as are customarily insured against by government entities of like size and type, paying the same becomes due all premiums in respect thereto, including, but not limited to, casualty insurance against loss and/or damage to the Project.*

*(e) The Government Entity shall at all times keep proper books of account in a manner satisfactory to MDA and hereby authorizes MDA to make or cause to be made, at the Government Entity's expense and in such manner and at such times as MDA may require (i) inspections and audits of any books, records and papers in the custody or control of the Government Entity or others, relating to the financial or business conditions of the Project; (ii) inspection and appraisals of the Project. The Government Entity hereby authorizes all federal, state and municipal governments to furnish reports of examinations, records and other information relating to the conditions and affairs of the Project and any desired information from reports, returns, files and records of such authorities upon request thereof by MDA and to permit representatives of MDA to have full access from time to time, and make copies of and extracts from, any and all reports or returns by, or with respect to the Project, and all reports of examiners or other information concerning the Project contained in the files and records of such authorities.*

*(f) The Government Entity shall promptly give to MDA written notice of (i) any event of default as specified in Section 9 hereof or any event that, upon lapse of time or notice or both, would become an event of default; (ii) the sale or execution of a contract for sale of the Project, which notice shall be sufficiently in advance to permit MDA reasonable inquiry concerning such transactions; and (iii) the occurrence of any event or matter that has resulted or will result in a material adverse change in business, assets or operating or financial condition of the Project.*



**SECTION 6. Defaults and Remedies.** *The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:*

*(a) failure by the Government Entity to pay or cause to be paid when due any payments required to be paid under Section 2 hereof and the Note;*

*(b) failure by the Government Entity to observe and perform in any material way any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of MDA within the earlier of ten (10) days after actual knowledge thereof by the Government Entity or written notice, specifying such failure and requesting that it be remedied, is given to the Government Entity by MDA;*

*(c) any written representation or written warranty made by the Government Entity in or with respect to this Agreement shall prove to have been false in any material respect at the time of execution by the Government Entity of this Agreement;*

*(d) the Government Entity shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiescence in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; the Government Entity shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; the Government Entity shall make an assignment for the benefit of its creditors; or the Government Entity shall fail, or shall admit in writing its failure, to pay its debts generally as such debts become due;*

*(e) there shall be filed against the Government Entity an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and such petition is not set aside within thirty (30) days after such filing; or a receiver, liquidator, custodian, sequestrator or trustee of the Government Entity for all or a substantial part of its property shall be appointed without the consent or approval of the Government Entity or a warrant of attachment, execution or similar process against any substantial part of the property of the Government Entity is issued; and continuance of any such events for thirty (30) days undismitted or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code; or*

*(f) there is a material adverse change in the financial condition of the Government Entity which would, in the opinion of MDA endanger MDA's ability to collect the Loan.*

*Whenever an event of default shall have occurred and be continuing, MDA may at any time thereafter, at their option, declare the Loan to be due and payable, whereupon the maturity of the then unpaid balance of the Loan shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest or notice of any kind, all or which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding, and MDA may take any action at law or in equity to enforce this Agreement to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Government Entity under this Agreement or the Note. No remedy conferred upon or reserved to MDA by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If the Government Entity shall default under any of the provisions of this Agreement and MDA shall employ attorneys or incur other expenses for collection of the Loan payments or for the enforcement or performance or observance of any obligation or agreement on the part of the Government Entity contained in this Agreement or the Note, the Government Entity, will on demand therefore pay the reasonable fees and expenses of MDA and its attorneys as they are incurred including all fees of counsel incurred for negotiation, trial, appeals or ruling of any lower tribunals, administrative hearings, bankruptcies and creditors' reorganization proceedings.*

*In order to secure the Loan, the Government Entity will execute and deliver to MDA a Promissory Note (the "Note"). Failure of the Government Entity to meet its repayment obligation shall result in the forfeiture of such revenue and/or collateral to secure the Loan as set forth in Item 6 in Annex A.*

**SECTION 7. Release and Indemnification of MDA and State.** *The Government Entity hereby releases MDA and the State from, and agrees that MDA, the State and their respective officers, directors, members, employees, attorney and agents shall not be liable for, and agrees to indemnify and hold MDA and the State and their respective officers, directors, members, employees, attorney and agents harmless against:*

*(a) any liability, cost or expense in the administration of this Agreement and the Note and the obligations imposed on MDA and the State hereby and thereby;*

*(b) any or all liability or loss, cost or expense, including reasonable attorney's fees, resulting from or arising out of any loss or damage to property or injury to or death of any person occurring on or about the Project or resulting from any defect in the fixtures, machinery, equipment or other property located on the Project or arising out of, pertaining to, or having any connection with the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Government Entity; and*

(c) any and all claims, damages, judgments, penalties, costs and expenses (including attorney's fees and court cost now or hereafter arising from the aforesaid enforcement of this paragraph) arising directly or indirectly from the activities of the Government Entity, its predecessors in interest, third parties with whom it has a contractual relationship or arising directly or indirectly from the violation of any environmental protection, health or safety law, whether such claims are asserted by any governmental authority or any other person which indemnity shall survive termination of this Agreement.

**SECTION 8. Compliance with Environmental Laws.** The Government Entity shall cause all business, operations, and activities at or upon the Project at all times during the term of this Agreement to be conducted in compliance with all applicable federal, state, or local laws, ordinances, rules or regulations concerning public health, safety or the environment.

**SECTION 9. Notice Addresses.** All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by (a) certified mail, postage prepaid, (b) prepaid overnight delivery, or (c) hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth in Item 7 of Annex A hereto or to such other addresses that the parties may designate in writing.

**SECTION 10. Miscellaneous.**

(a) The paragraph headings in this Agreement are for convenience only and are not intended to limit or interpret the provisions of this Agreement.

(b) All Annexes and Exhibits which are referred in this Agreement are made a part of and are incorporated into this Agreement.

(c) This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

(d) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one in the same instrument.

(e) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(f) If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not effect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein."

**WHEREAS,** Annex A referenced in the terms described above shall read substantially as follows:

Annex A to Loan Agreement	
Item 1	Date of the Agreement: 9/1/2020{all dates are dependent on when loan starts}

Item 2	<i>Name of Government Entity: City of Jackson</i>	
Item 3	<i>Description of Project: Lamps and fixtures will be replaced with LED lights and fixtures in the Police HQ/Municipal Court building</i>	
Item 4	<i>Loan Amount: \$357,115.00 Note: ED-306</i>	
Item 5	<i>Loan Terms and Conditions</i> <i>The terms of the Note shall be for eight (8) years at 1.25% annual interest. Payments shall be made as evidenced by the attached loan amortization schedule (Exhibit A). All funds shall be disbursed within one (1) year of the date of this Loan Agreement.</i>	
Item 6	<i>Revenue Pledge and Collateral to Secure Loan: Sales Tax Revenues.</i>	
Item 7	<i>Address Notice:</i> <i>Mississippi Development Authority</i> <i>Woolfolk Building, Sixth Floor</i> <i>Post Office Box 849</i> <i>Jackson, Mississippi 39205</i> <i>Attention: Financial Resources</i>	
	<i>City of Jackson</i> <i>Director of Administration</i> <i>Hood Building, Sixth Floor</i> <i>Post Office Box 17</i> <i>Jackson, Mississippi 39205-0017</i>	<i>Office of the City Attorney</i> <i>455 E. Capitol Street</i> <i>Jackson, Mississippi 39201</i> <i>Attention: Legal Counsel</i> <i>Public Works</i>

**WHEREAS** Exhibit A, the Loan Amortization, referenced in the terms described above shall read substantially [all dates are dependent on when loan starts] as follows:

**EXHIBIT A**  
**LOAN AMORTIZATION**

*Loan amount: \$357,115.00*  
*Interest Rate: 1.2500*  
*Yearly Payment \$47,186.72*  
*Amort Type: Annual*

*Begin Date: 09/01/2021*  
*End Date: 09/01/2028*  
*Term: 8*

<i>Payment Number</i>	<i>Payment Date</i>	<i>Interest Rate</i>	<i>Beginning Balance</i>	<i>Principal Amount</i>	<i>Deferred Principal</i>	<i>Interest Amount</i>	<i>Deferred Interest</i>	<i>Ending Balance</i>
1	09/01/2021	1.2500	357,115.00	42,722.78	.00	4,463.94	.00	314,392.22
2	09/01/2022	1.2500	314,392.22	43,256.82	.00	3,929.90	.00	271,135.40
3	09/01/2023	1.2500	271,135.40	43,797.53	.00	3,389.19	.00	227,337.87
4	09/01/2024	1.2500	227,337.87	44,345.00	.00	2,841.72	.00	182,992.87
5	09/01/2025	1.2500	182,992.87	44,899.31	.00	2,287.41	.00	138,093.56
6	09/01/2026	1.2500	138,093.56	45,460.55	.00	1,726.17	.00	92,663.01
7	09/01/2027	1.2500	92,663.01	46,028.81	.00	1,157.91	.00	46,604.20
8	09/01/2028	1.2500	46,604.20	46,604.17	.00	582.55	.00	0.3

**IT IS THEREFORE ORDERED** that the application submitted by the City to MDA for an Energy Investment Program Loan is hereby ratified.

**IT IS FURTHER PRDERED** that the Mayor be authorized to execute the Energy Investment Program Loan Agreement with the Mississippi Development Authority for a loan amount not to exceed Three Hundred Fifty-Seven Thousand One Hundred Fifteen Dollars and No Cents (\$357,115.00) with the aforementioned conditions and at an interest rate of no more than 1.25%.

**FINALLY, IT IS ORDERED** that the Mayor be authorized to execute all such other documents to effectuate the loan described herein, including the Promissory Note and Assignment.

By: Blaine, Lumumba

Office of the City Attorney

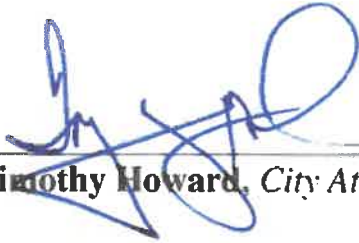
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
7/28/20

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENERGY INVESTMENT PROGRAM LOAN AGREEMENT BETWEEN THE MISSISSIPPI DEVELOPMENT AUTHORITY AND THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

7/28/20  
Date

OFFICE OF THE CITY ATTORNEY  
8/10/20  
2020

**ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC**

**WHEREAS**, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

**WHEREAS**, the Mayor of the City of Jackson declared a civil emergency in the City of Jackson pursuant to Section 45-17-3 of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

**WHEREAS**, the Jackson City Council declared a state of local emergency throughout the City of Jackson, and the areas encompassed by the boundaries of the City of Jackson pursuant to Section 33-15-17(d) of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

**WHEREAS**, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

**WHEREAS**, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

KJ&E Holdings Inc 132 East Northside Dr. Suite B Clinton, MS 39056	PPE Items: Masks, Gloves, Gowns, Hand Sanitizer	\$53,180.00
STAFFERS POST OFFICE BOX 16466 JACKSON, MS 39236-6466	COVID-19 Temporary Staff	\$1,025.09
L&N ENTERPRISES LLC 123 BICKHAM LN FLORENCE, MS 39073	Deep Cleaning and Weekly Spray Services for COVID-19	\$98,436.15
A2Z Printing 2125 TV Road Jackson, MS 39204	COVID-19 Signage and Stickers for buildings and Employees	\$1,487.50
Business and Office Konnections P O Box 13453 Jackson, MS 39236-3453	COVID-19 Supplies	\$3,134.85

Agenda Item # **14**  
Agenda Date August 4, 2020

<b>Mangia Bene Catering</b> <b>4465 I-55 North</b> <b>Jackson, MS 39206</b>	<b>Non-Congregate Sheltering</b> <b>meals for COVID-19 positive</b> <b>constituents</b>	<b>\$840.35</b>
<b>Cheat Mealz</b> <b>3015 John R. Lynch Street</b> <b>Jackson, M 39209</b>	<b>Non-Congregate Sheltering</b> <b>meals for COVID-19 positive</b> <b>constituents</b>	<b>\$923.63</b>
<b>Martin's</b> <b>214 South State Street</b> <b>Jackson, MS 39201</b>	<b>Non-Congregate Sheltering</b> <b>meals for COVID-19 positive</b> <b>constituents</b>	<b>\$84.81</b>
<b>CINTAS</b> <b>POST OFFICE BOX 630921</b> <b>CINCINNATI, OH 45263-0921</b>	<b>Weekly Spray and Hand</b> <b>Sanitizing Services</b>	<b>\$11,005.00</b>

**IT IS, THEREFORE, ORDERED,** payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.

**(SANDERS, LUMUMBA)**



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC** is legally sufficient for placement in NOVUS Agenda.



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Timothy Howard, *City Attorney*

7/31/20  
Date


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE INTENTION OF THE CITY OF JACKSON TO GRANT MUNICIPAL AD VALOREM TAX EXEMPTION TO USS HYDE, L.L.C., IN THE AMOUNT OF THE REALIZED INCREASE IN THE ASSESSED VALUE OF THE MIXED-USE DEVELOPMENT KNOWN AS "MILLSAPS AVENUE" RESULTING FROM THE REHABILITATION, RENOVATION AND/OR REPLACEMENT OF CERTAIN NON-RESIDENTIAL STRUCTURES FOR RESIDENTIAL USE, SUBJECT TO SATISFACTION OF ALL REQUIRMENTS SPECIFIED IN SECTION 27-31-50 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 Ch

7/28/20  
Date



**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

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

**Date:** July 1, 2020

**Subject:** Agenda Item

The attached agenda item is an initial resolution of the City Council of the City of Jackson intention to grant USS HYDE, L.L.C., Exemption from Ad Valorem taxes on the improved value from the rehabilitation, renovation, and/or replacement of certain non-residential structures located within that certain mixed-use development known as "Millsaps Avenue" and located at 1804 N Mill Street, in Jackson, Mississippi, for a period of not more than ten (10) years, as authorized by the City of Jackson Code of Ordinances, Section 114-4. Upon tenancy, this property will greatly enhance North Mill Street area, these new residents will live, work, dine, and shop in our City.



OFFICE OF THE CLERK  
JACKSON, MISSISSIPPI  
CL

**RESOLUTION OF THE INTENTION OF THE CITY OF JACKSON TO GRANT MUNICIPAL AD VALOREM TAX EXEMPTION TO USS HYDE, L.L.C., IN THE AMOUNT OF THE REALIZED INCREASE IN THE ASSESSED VALUE OF THE MIXED-USE DEVELOPMENT KNOWN AS "MILLSAPS AVENUE" RESULTING FROM THE REHABILITATION, RENOVATION AND/OR REPLACEMENT OF CERTAIN NON-RESIDENTIAL STRUCTURES FOR RESIDENTIAL USE, SUBJECT TO SATISFACTION OF ALL REQUIREMENTS SPECIFIED IN SECTION 27-31-50 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4.**

**WHEREAS**, the City Council of the City of Jackson, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

**WHEREAS**, USS HYDE, L.L.C. and/or related companies have secured investments and financing from various investors and lenders and have entered into certain transactions in order to fund the rehabilitation, renovation, and/or replacement of certain non-residential structures located within that certain mixed-use development known as "Millsaps Avenue" and located at 1804 N Mill Street, in Jackson, Mississippi, Hinds County tax parcel 58-32; and

**WHEREAS**, the Property was originally built in approximately 1947 and has historically been used primarily for commercial purposes; and

**WHEREAS**, the Project will provide for residential usage, has a total investment of \$1.6 million, with an anticipated completion date in 2021; and

**WHEREAS**, USS HYDE, L.L.C. is seeking pre-approval, subject to satisfaction of all requirements of state law and as specified in City of Jackson Ordinance, Section 114-4, for the exemption from municipal ad valorem taxes (excluding ad valorem taxes for school purposes) in the amount of said taxes attributable to and from the realized increase in the assessed value of the Property resulting from the Project, as determined by the tax assessor, for a period of not more than ten (10) years; and

**WHEREAS**, Section 114-4 of the Jackson Code of Ordinances provided, 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.

Agenda Item # 15  
Agenda Date August 4, 2020

**WHEREAS**, Section 144-4 of the Jackson Code of Ordinances was enacted pursuant to authority provided in Mississippi Code of 1972, Section 27-31-50, as amended; and

**WHEREAS**, in order to promote and incentivize the economic and cultural advancement of the City, it is appropriate to grant USS HYDE, L.L.C. pre-approval of said municipal ad valorem tax exemption subject to satisfaction of all requirements specified in state law and the City of Jackson Ordinance 114-4, for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION 1:** The Governing Body hereby pre-approves and commits to authorize the approval of a municipal ad valorem tax exemption (excluding ad valorem taxes for school purposes) for USS HYDE, L.L.C. and/or its affiliate(s) owning the Property, in the amount equal to the taxes related to the realized increase in the assessed value of the Property resulting from the Project, as determined by the tax assessor, for a period of not more than ten (10) years.

**SECTION 2:** This intention is subject to, and final approval is conditioned upon, satisfaction of all requirements specified in City of Jackson Ordinance 114-4, which was enacted pursuant to authority provided in Mississippi Code of 1972, Section 27-31-50, as amended.

Item#: \_\_\_\_\_  
Date: July 21, 2020  
By: (Jordan, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 7/21/2020**

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description</b>	RESOLUTION OF THE INTENTION OF THE CITY OF JACKSON TO GRANT MUNICIPAL AD VALOREM TAX EXEMPTION TO USS HYDE, L.L.C., IN THE AMOUNT OF THE REALIZED INCREASE IN THE ASSESSED VALUE OF THE MIXED-USE DEVELOPMENT KNOWN AS "MILLSAPS AVENUE" RESULTING FROM THE REHABILITATION, RENOVATION AND/OR REPLACEMENT OF CERTAIN NON-RESIDENTIAL STRUCTURES FOR RESIDENTIAL USE, SUBJECT TO SATISFACTION OF ALL REQUIREMENTS SPECIFIED IN SECTION 27-31-50 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4.					
2.	<b>Purpose</b>	Renovation to property located at 1804 N Mill Street in Jackson, MS.					
3.	<b>Who will be affected</b>	Applicant.					
4.	<b>Benefits</b>	Tax relief of renovations and improvements to properties that is necessary to sustain an attractive business district.					
5.	<b>Schedule (beginning date)</b>	N/A					
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department</li> <li>▪ Consultant</li> </ul>	Department of Planning & Development					
8.	<b>COST</b>						
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	N/A					
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	ABE _____%	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE _____%	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE _____%	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE _____%	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE _____%	WAIVER	yes ___	no ___	N/A	<u>X</u>

# MILLSAPS AVENUE

## Executive Summary | 1804 N Mill St | USS Hyde

USS Hyde is a multifamily adaptive reuse project to be located in Jackson, MS across the street from the nearly-complete Midtown Depot Art Park + Beer Garden and only 700 yards from the last two properties remodeled and sold by the developer Millsaps Avenue LLC. We are seeking an 80% LTC construction loan projected to be \$1.325MM.

Three strong sales comps have closed in the area in the last six months, two of which were developed and sold by Millsaps Avenue LLC (1619 N West St and 345 Millsaps Ave) and one which was developed by Triangle Development Company LLC and is now managed by Millsaps Avenue.

City View (827 N State, 24 units) sold on 1/29/2020 for \$112,500/unit; The Monastery (1619 N West, 6 units) sold on 3/16/2020 for \$110,198/unit; The Parsonage (345 Millsaps, 7 units) also sold on 3/16/2020 (a month prior to construction completion) for \$82,527/unit.

USS Hyde (1804 N Mill St) will have 21 one-bedroom residential units designed like City View (but unlike the Monastery & Parsonage) with gated on-site parking to attract the widest possible population of high-earning, creditworthy tenants. The area around Baptist Medical Center and University Medical Center has a supply shortage of modern one-bedrooms that are highly sought-after by young professionals working in the area; USS Hyde will provide a small step toward meeting this demand.

The land has already been acquired by the developers and successfully rezoned from Industrial to Neighborhood Mixed Use 1 (NMU-1). The project equity has been secured and is ready to be deployed pending construction permitting and loan approval approval.

1619 West | Sold 3/16/2020 | \$110,198/unit



827 State | Sold 1/29/2020 | \$112,500/unit



345 Millsaps | Sold 3/16/2020 | \$82,527/unit  
\*Sold 1 Month Prior to Completion



## DEVELOPMENT + MANAGEMENT + CONSTRUCTION



# MILLSAPS AVENUE

## Rucker Hunt Culpepper | Managing Member

Rucker is the Managing Member of Millsaps Avenue and Midtown Opportunity Fund. Before starting Millsaps Avenue with his brother Charles, Rucker co-founded Kesch—a designer rug company represented from Aspen to Dubai—with designer Amy Hughes and Alem Haidary (his Afghan interpreter from time in the Marine Corps). Before entering the private sector, Rucker deployed twice to Afghanistan as a Marine infantry officer. He graduated in the top 5% of his class at the U.S. Naval Academy with a Bachelor of Science in mechanical engineering and a minor in Chinese. He also holds a master's degree from the University of Oxford and certificates from the Graduate School of Business at Stanford University and Harvard Business School. He is a licensed general contractor.



## Charles "Charlie" Culpepper | Managing Member

Charlie has more than a decade of experience in finance. He began as an intern for a hotel development and management company, and following college worked as a bank examiner for the State of Mississippi. He then joined the corporate finance department of Summit Holdings as a financial analyst before accepting an offer from Freedom Truck Finance to manage their accounting and finance department. Charles co-founded Millsaps Avenue in 2017 with his brother Rucker. He holds two bachelor's degrees, one in international business and another in Chinese, with minors in mathematics and economics from Mississippi State University. He also studied world trade at the Beijing Institute of Technology and National Taipei University.



DEVELOPMENT + MANAGEMENT + CONSTRUCTION

# TRACK RECORD

#	Property Type	Units	Street Address	City	State	Zip	Borrower Affiliation with Entity on Title	Lender	Acquisition Date
1	Mixed-Use	6	1619 N West St	Jackson	MS	39202	Managing Member	LoanDepot - Construction Loan BancorpSouth - Refinance	6/29/2018
2	Retail Coffee Shop	1	1619 N West St, Ste 101	Jackson	MS	39202	Managing Member	Hope Credit Union - Line of Credit	1/1/2019
3	Multifamily	7	345 Millsaps Ave	Jackson	MS	39202	Managing Member	LoanDepot - Construction Loan	6/24/2019
4	Retail Beer Garden	1	116 Livingston St	Jackson	MS	39202	Member	None; 100% Equity; leverage following business validation	5/1/2018 (lease with purchase option)
5	Multifamily	24	827 N State St	Jackson	MS	39202	Property Manager	Well Fargo	n/a
6	Multifamily	15	149 Millsaps Ave	Jackson	MS	39202	Managing Member	None; 100% Equity; leverage following completion of Phase I	8/19/2019
7	Multifamily	21	1804 N Mill St	Jackson	MS	39202	Managing Member	Seeking lending; equity allocated	10/29/2018
8	Multifamily	21	1600 West St	Jackson	MS	39202	Managing Member	Will seek lending once equity is allocated	6/24/2019

#	Acquisition Price	Development Cost	Sale Date	Sale Price	Price Per Unit	Remarks
1	\$51,000	\$361,252	3/16/2020	\$661,189	\$110,198	Full Gut Rehab/Conversion
2	Lease	\$100,000	n/a	n/a	n/a	Operating Business (Qualified Opportunity Zone Business) - Completed Renovation - Hold Strategy (No Exit)
3	\$35,580	\$373,705	3/16/2020	\$577,687	\$82,527	Full Gut Rehab Plus Ground Up Construction - Sold Prior to Completion
4	\$20,000	\$350,000	Under Construction	n/a	n/a	Under Construction (Ground Up) - Operating Business (Qualified Opportunity Zone Business) - Hold Strategy (No Exit)
5	n/a	n/a	1/29/2020	\$2,700,000	\$112,500	Property Management
6	\$10	\$1,003,260	Under Construction	\$1,526,124	\$103,742	Under Construction (Ground Up) - Qualified Opportunity Zone Business - Sell or Refi Strategy
7	\$40,000	\$1,655,400	Land Acquired, Rezoning Complete	\$2,136,574	\$101,742	
8	\$100	\$2,006,500	Land Acquired	\$2,136,574	\$101,742	Entitling - Qualified Opportunity Zone Business - Sell or Refi Strategy

  This color indicates pro forma numbers.



# MILLSAPS AVENUE

# TRACK RECORD



# 1619 WEST

# TRACK RECORD



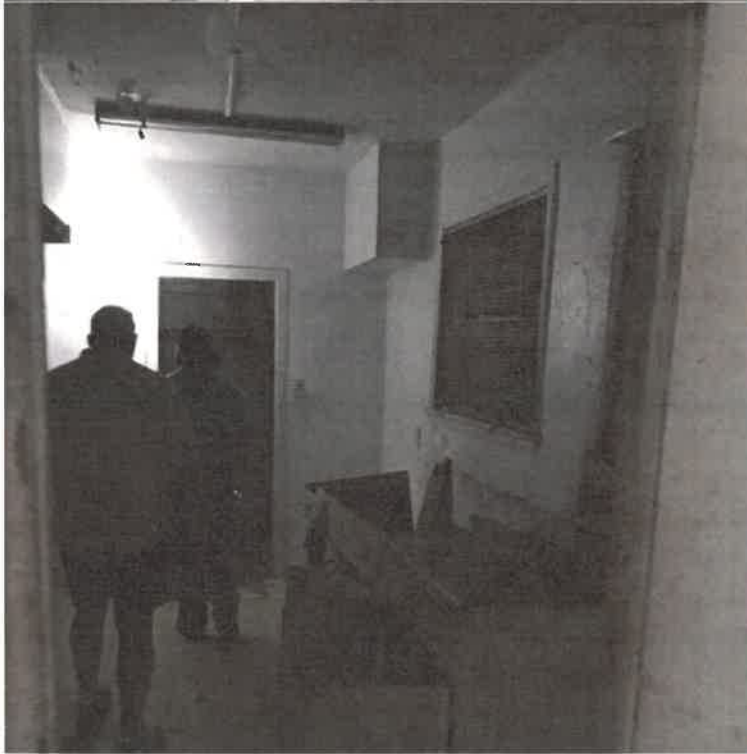
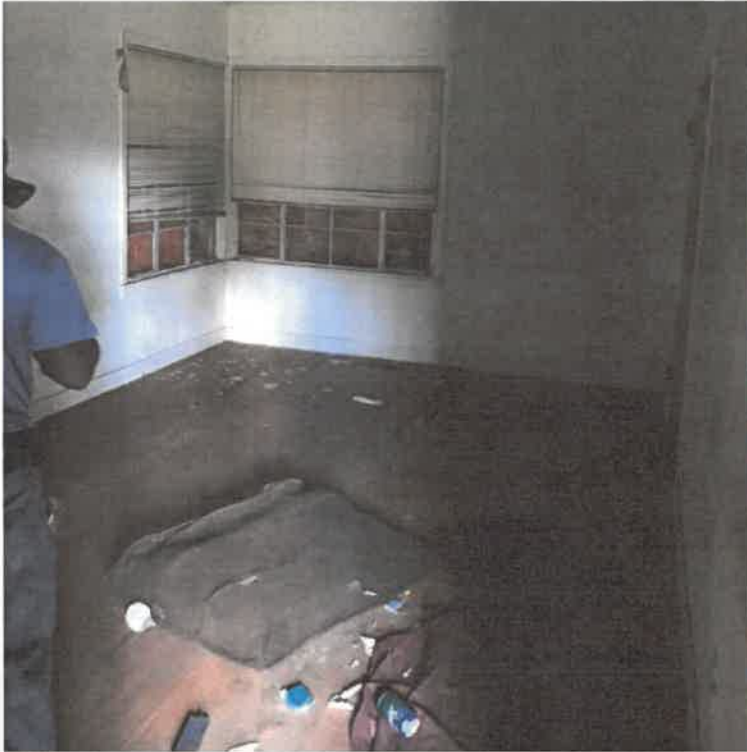
1619 WEST

# TRACK RECORD



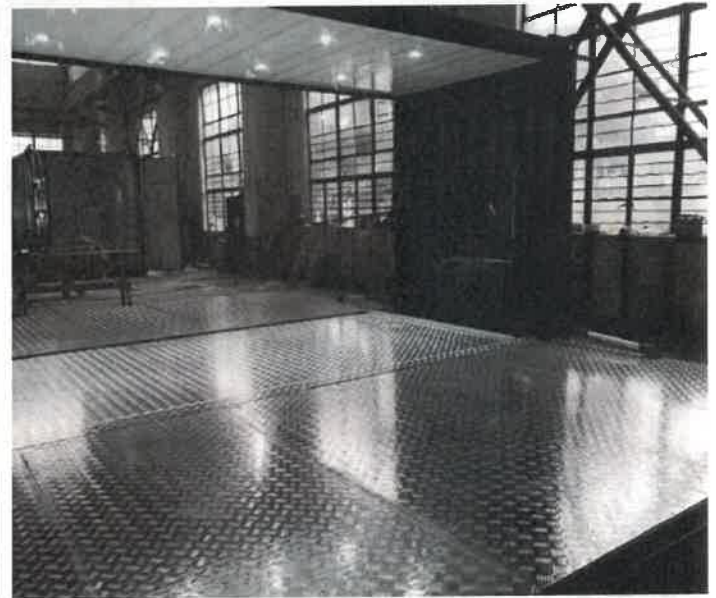
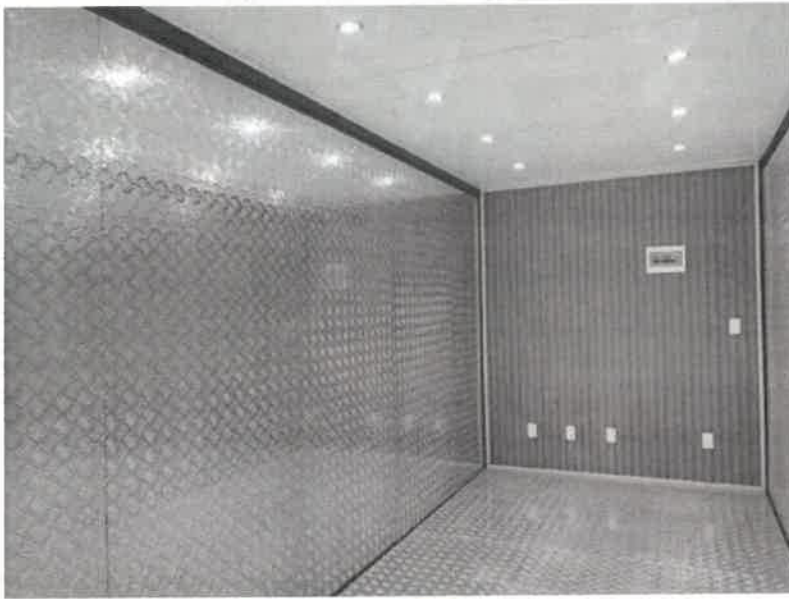
# 345 MILLSAPS

# TRACK RECORD



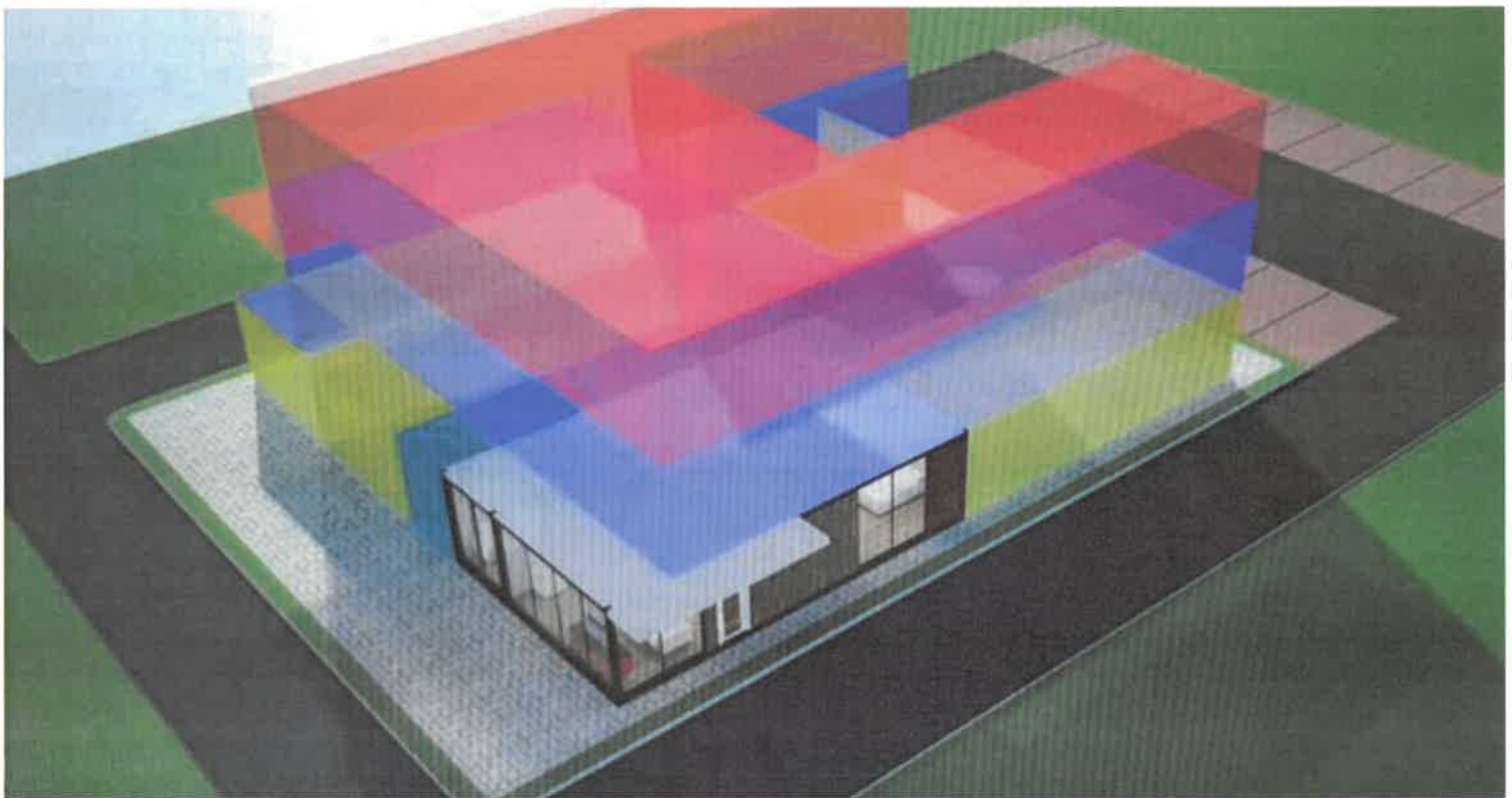
345 MILLSAPS

# CONSTRUCTION UNDERWAY



# MIDTOWN DEPOT

# CONSTRUCTION UNDERWAY



149 MILLSAPS



# MARKET EXPERIENCE



# 827 STATE

# USS HYDE



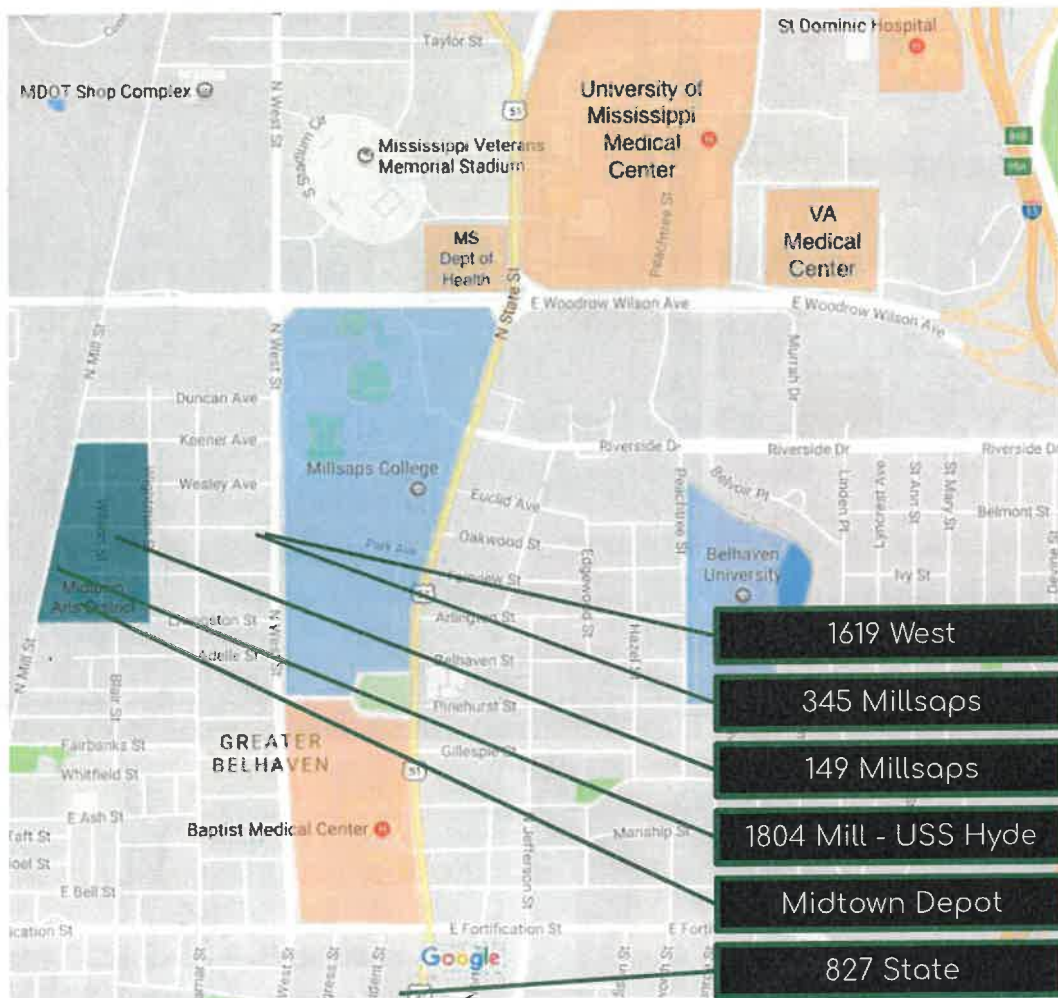
# 1804 MILL

# THE LOCATION

## Location | 1804 Mill

The neighborhood is attractive to young professional tenants and real estate buyers because of its proximity to robust employment, the Midtown Arts District, Fondren, and Downtown.

1804 Mill is in the heart of the Midtown Arts District adjacent to AND Gallery, North Midtown Arts Center, and the Midtown Depot Art Park + Beer Garden. It's a short 2-5 minute drive to Millsaps College, Baptist Medical Center, University of Mississippi Medical Center, several government office buildings, and Downtown.



# 1804 MILL

# THE NEIGHBORHOOD



**MADE IN MIDTOWN JACKSON, MISS.**

**OFF BEAT**

MIDTOWN WELCOMES **OFF BEAT**

ART GALLERY • COMICS • DESIGNER TEES • APPAREL • RECORDS

**KLBE Radio**

**Friday 3 PM - 7 PM** **Saturday Noon - 7 PM** **Sunday Noon - 5 PM**

**MADEINMIDTOWN.COM**

**PEARL RIVER GLASS studio**

about us | commissions | restoration | art store | in the news | contact us



**FEAST**

SPECIALTY FOODS

# THE NUMBERS

Assumptions		Uses	
As-Built Value - Sales Comp Approach	\$2,136,574	Acquisition	0
As-Built Value - Income Approach	\$1,867,576	Construction	1,272,862
LTV (Based on Income Approach)	71%	FF&E	73,493
LTC	80%	Professional	189,490
Sources		Financing	
Debt	1,324,320	Startup	115,356
Equity	\$331,080		
Total Sources	\$1,655,400	Total Uses	1,655,400

## 1600 West Pro Forma Operating Budget

Assumptions	Units	\$/unit/mo	Total \$/mo
Units	21	900	18,900
Vacancy Rate			6%
Occupancy Rate			94%
Stabilized Revenue			17,781
Phase	Construction	Leasing-up	Stabilized Yr 1
Months	1-12	13-20	21-32
Period Beginning Date	8/17/2020	8/17/2021	4/19/2022
Period Ending Date	8/16/2021	4/18/2022	4/18/2023
Revenue	0	71,126	213,373
Expenses	Construction (1 Yr)	Lease-up (8 Mo)	Stabilized (1 Yr)
Property Tax	441	294	18,127
Insurance	4,897	4,131	6,197
Utilities		800	1,200
Maintenance		3,221	4,831
Management Fee		5,690	8,535
Replacement Reserves		4,267	6,401
Total Expenses	6,538	19,204	46,492
NOI	-6,538	51,922	166,882
Debt Payments	Construction	Lease-up	Stabilized
Interest	25,291	44,144	65,318
Principal	0	0	39,562
Total Debt Service	25,291	44,144	104,879
Debt Service Coverage Ratio		1.18	1.59
Net Cash from Rents		7,778	62,003

# 1804 MILL

# THE NUMBERS

Development Budget	1,633,400
<b>ACQUISITION COSTS</b>	
Land Purchase	0
Acquisition Costs	0
Acquisition Costs Subtotal	0
<b>CONSTRUCTION COSTS</b>	
General Conditions	27,887
Concrete	8,366
Masonry	17,178
Metals	159,920
Wood and Plastics	13,386
Therm./Moisture Protection	116,839
Openings	111,347
Finishes	108,738
Equipment	21,194
Conveying Systems	0
Fire Suppression	23,896
Plumbing	134,414
HVAC	134,414
Electrical	201,900
Earthwork	2,783
Utilities	3,346
Total Hard Costs	1,113,481
GC Fee	55,774
GC Contract Price	1,171,255
Sales Tax	40,894
Contract Price + Sales Tax	1,212,249
Construction Contingency	60,612
Construction Subtotal	1,272,862
<b>FURNITURE &amp; EQUIPMENT COSTS</b>	
Furniture & Equipment	69,993
FF&E Contingency	3,500
FF&E Subtotal	73,493
<b>PROFESSIONAL FEES &amp; OTHER SOFT COSTS</b>	
Engineering, Architecture, Design	38,263
Survey	4,000
Builder's Risk Insurance	4,897
Title Insurance	13,000
Appraisal	13,130
Accounting / Audit	12,000
Legal Fees	12,000
Developer Fee	60,856
Total Soft Costs	180,466
Soft Costs Contingency	9,023
Professional Fees & Other Soft Costs Subtotal	189,490
<b>FINANCING COSTS</b>	
Construction Inspections	4,200
Other	
Financing Costs Subtotal	4,200
<b>START-UP COSTS &amp; RESERVES</b>	
Working Capital, Marketing, Reserves	45,480
Interest Only Payments	69,433
Property Taxes During Construction	441
Startup Costs Subtotal	115,354
<b>TOTAL APPLICATION OF FUNDS</b>	<b>1,633,400</b>

# 1804 MILL

# MILLSAPS AVENUE



DEVELOPMENT + MANAGEMENT + CONSTRUCTION





OFFICE OF THE  
CITY CLERK  
JACKSON, MISSISSIPPI

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)**

**WHEREAS**, the City of Jackson, Mississippi ("City"), determined that it was in the City's best interest to seek a professional company for site design, engineering, and project management services for bus shelters, bus stop signs and associated improvements; and

**WHEREAS**, on June 11, 2019, Minute Book 6P, pages 265-266, the governing authorities authorized the Mayor to execute an agreement with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$88,309.92; and

**WHEREAS**, during the Covid-19 Pandemic, Michael Baker International experienced a delay in getting the necessary easements from private companies where some of the shelters are currently located; and is still working to obtain copies of more easements, as well as soliciting actual purchases and installing shelters; and

**WHEREAS**, there is \$68,394.32 remaining from the original contract cost; therefore, no additional cost to extend the time needed to complete the bus improvement project; and

**WHEREAS**, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Michael Baker International until the bus stop improvement project is completed; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Michael Baker International to extend the time needed to complete the bus improvement project, with no change in the scope of work or the original cost.

**IT IS, THEREFORE, ORDERED** that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with Michael Baker International to extend the time needed to complete the bus stop improvement project for an additional eight (8) months expiring on February 28, 2021.

**IT IS FURTHER ORDERED** that the Transit Division is authorized to pay Michael Baker International the \$68,394.32 remaining from the original contract to complete the bus stop improvement project under the same terms and conditions as the original contract.

Item No.: \_\_\_\_\_  
Agenda Date: August 4, 2020  
By: (Welch, Hillman, Lumumba)

Agenda Item # 10  
Agenda Date August 4, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET    DATE August 4, 2020**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp;Transportation</b> <b>7. Quality of Life</b>	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	Residents and visitors of JAMF
4.	<b>Benefits</b>	Residents and visitors of JAMF
5.	<b>Schedule (beginning date)</b>	July 1, 2020
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$68,394.32 Task 1: \$36,640.24 Task 2: \$8,002.13 Task 3: \$18,237.89 Task 4: \$5,514.06
9.	<b>Source of Funding</b> <b>General Fund    x</b> <b>Grant            x</b> <b>Bond</b> <b>Other</b>	Total Cost: \$68,394.32 (Federal: \$54,715.46/Local: \$13,678.86) Acct#187.565.30.1B.700.4901.6413_\$36,640.24 Acct#187.565.30.1B.700.4901.6485_\$31,754.08  <b>Grant</b> MS.90.X081-01/ALI 11.32.10, 11.31.10, 11.34.01 MS.90.X088.01/ALI 11.94.09, 11.32.10
10.	<b>EBO participation</b>	ABE ___%    WAIVER    yes ___    no ___    N/A ___X___ AABE ___%    WAIVER    yes ___    no ___    N/A ___X___ WBE ___%    WAIVER    yes ___    no ___    N/A ___X___ HBE ___%    WAIVER    yes ___    no ___    N/A ___X___ NABE ___%    WAIVER    yes ___    no ___    N/A ___X___

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Jordan Hillman, Director  
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director  
Office of Transportation

**DATE:** July 18, 2020

**RE:** Agenda Item for August 4, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement with Michael Baker International for bus stop improvement for the City's Public Transit System-JTRAN for eight (8) months expiring on February 28, 2021 with the remaining cost of \$68,394.32.

The City council order authorizing approval was on June 11, 2019 in the amount of \$88,309.92 and is attached for reference. It is respectfully requested that this contract amendment be authorized.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail [cwelch@city.jackson.ms.us](mailto:cwelch@city.jackson.ms.us).

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  
CK

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney CK

7/28/20  
Date

CITY OF JACKSON  
PLANNING AND DEVELOPMENT  
DEPARTMENT

CA

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH CONNETICS TRANSPORTATION GROUP TO CONDUCT A TRANSPORTATION PLAN STUDY OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM**

**WHEREAS**, the City of Jackson ("City") has determined that it is in the City's best interest to seek a professional company to conduct a transportation plan study of the City's public transit system; and

**WHEREAS**, the Department of Planning and Development, through its Transit Division, issued a Request for Proposals on May 1, 2020, for a qualified firm to conduct the Transportation Plan Study; and

**WHEREAS**, the successful respondent will be asked to provide professional services to develop a transportation plan study that provides a long-range vision aimed at reshaping the City of Jackson's public transit network, supporting a multitude of mobility options, enhancing major public transportation corridors, and integrating land-use policies with a well-connected transportation system; and

**WHEREAS**, in response to the Request for Proposal, the Transit Division received responses from seven (7) companies qualified to provide said study; and

**WHEREAS**, after thorough review and consideration, the Transit Division determined that based on the best value procurement policy, Connetics Transportation Group will provide the best value to the City of Jackson in accordance with its long-range vision; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Connetics Transportation Group to conduct the transportation plan study of the City's public transportation system at a cost not to exceed \$399,576.00; and

**WHEREAS**, the Federal Transit Administration will pay eighty (80) percent of the cost or \$319,660.00, with a twenty (20) percent local match of \$79,916.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the agreement and related documents with Connetics Transportation Group to conduct the Transportation Plan Study at a cost not to exceed \$399,576.00, with eighty (80) percent of the cost or \$319,660.00 to be paid by the Federal Transit Administration and twenty (20) percent or \$79,916.00 from local match.

Item No.: \_\_\_\_\_  
Agenda Date: August 4, 2020  
By: (Welch, Hillman, Lumumba)

Agenda Item # 11  
Agenda Date August 4, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/4/2020**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH CONNETICS TRANSPORTATION GROUP TO CONDUCT A TRANSPORTATION PLAN STUDY OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All citizens and visitors of the City of Jackson
4.	<b>Benefits</b>	All citizens and visitors of the City of Jackson
5.	<b>Schedule (beginning date)</b>	Upon signing of contract
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All Wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$399,576.00
9.	<b>Source of Funding</b> <b>General Fund x</b> <b>Grant</b> <b>Bond</b> <b>Other</b>	187,565.30.6419----\$399,576.00 Grant (80%) MS.90.X088.01: \$319,660.00 General Fund (20%) \$79,916.00
10.	<b>EBO participation</b>	DBE <u>3.00</u> %    WAIVER    yes ___ no <u>X</u> N/A ___ 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:** Choke A. Lumumba, Mayor

**THRU:** Jordan Hillman, Director Department of Planning & Development

**FROM:** Christine F. Welch, Deputy Director Office of Transportation

**DATE:** July 16, 2020

**RE:** Agenda Item for August 4, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Connetics Transportation Group for the provision of a Transportation Plan Study for the public transportation system (JTRAN). On May 1, 2020, the Department of Planning and Development, Office of City Planning, Transit Services Division, released a Request for Proposals (RFP) for a contractor for a Transportation Plan Study of the JTRAN system.

The City is looking to the proposed Contractor to provide professional services to develop a transportation plan study that provides a long-range vision aimed at reshaping its public transit network, supporting a multitude of mobility options, enhancing major public transportation corridors, and integrating land-use policies with a well-connected transportation system.

The review committee felt that all the proposed contractors were well qualified to provide the services. However, the critical components for the Connetics Transportation Group were their approach to the project scope of work, community outreach for engagement in the study and the aggressive methods of gathering information during the COVID-19 pandemic. Since this is a "best value" procurement, the procurement was based on the definition located in FTA Circular 4220.1F, "Third Party Contracting Requirements. It should be noted that all the potential contractors are fully capable and competent to provide services, which the review committee took into full consideration prior to recommending their selected choice.

If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH CONNETICS TRANSPORTATION GROUP TO CONDUCT A TRANSPORTATION PLAN STUDY OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, *Deputy City Attorney* 

7/28/20  
\_\_\_\_\_  
Date



OFFICE OF THE CITY ATTORNEY  
JCA  
8/2/20

**ORDER AUTHORIZING THE MAYOR OR HIS LEGALLY AUTHORIZED DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH HINDS COUNTY, THE CITY OF BYRAM, AND THE CITY OF CLINTON, TO FORM A COUNTY-WIDE SWAT TEAM**

**WHEREAS**, the Jackson Police Department (“JPD”) presently has its own Special Weapons and Tactics (“SWAT”) Team which is utilized in situations in the City of Jackson that call for specialized or military equipment and tactics, and

**WHEREAS**, Hinds County, the City of Clinton and the City of Byram have various resources of their own, (i.e., equipment, funds and manpower, that would complement and enhance the effectiveness of the JPD’s SWAT Team; and

**WHEREAS**, the criminal events and occurrences that plague the City of Jackson are not confined to its city limits, but rather extend to the municipalities and other areas adjacent to the City of Jackson; and

**WHEREAS**, the governing authorities find that criminal events and occurrences in any one part of the metropolitan area (i.e., Jackson, Byram, Clinton, and other areas in Hinds County) have a deteriorating effect on the whole metropolitan area; and

**WHEREAS**, the governing authorities find that the collective SWAT resources of the law enforcement agencies of Jackson, Byram, Clinton and Hinds County, will serve to establish a compelling unified SWAT Team that would benefit the City of Jackson’s efforts to combat crime; and

**WHEREAS**, each governmental entities participating in the MOU would be responsible for (1) the compensation, training cost, insurance, liabilities, etc., of the individual team member(s) it provides; and (2) the equipment it provides. Thus, the creation of a unified SWAT Team would be budget neutral; and

**WHEREAS**, the governing authorities for the City of Jackson find it in the best interest of its citizens, business and visitors, to join forces with the surrounding law enforcement agencies in Hinds County, Mississippi to form a unified SWAT Team.

**IT IS THEREFORE ORDERED**, that the Mayor and/or his legally authorized designee, namely, the Chief of Police, are authorized to execute an MOU

Agenda Item # 19  
Agenda Date August 4, 2020

with Hinds County, the City of Byram, and the City of Clinton, to form a county-wide SWAT team under the provisions and conditions provided herein,

**IT IS FURTHER ORDERED**, that the Mayor and/or his legally authorized designee, namely, the Chief of Jackson Police, are authorized to execute such changes to the MOU that deal with the policies and procedures under which the participants will operate; however, any change that creates an additional unbudgeted cost must be approved by the governing authorities.

**APPROVED FOR AGENDA:**

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

**Agenda Item #** \_\_\_\_\_

By: DAVIS, LUMUMBA



Jackson Police Department

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

## MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**FROM:** James E. Davis, Chief of Police

A handwritten signature in blue ink, appearing to be "J. Davis", written over the printed name of the Chief of Police.

**DATE:** July 22, 2020

**RE: ORDER AUTHORIZING THE MAYOR OR HIS LEGALLY AUTHORIZED DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HINDS COUNTY, THE CITY OF BYRAM, AND THE CITY OF CLINTON, TO FORM A COUNTY-WIDE SWAT TEAM**

---

It is my recommendation that the City of Jackson should enter into a Memorandum of Understanding between Hinds County, the City of Byram and the City of Clinton to form a SWAT Team.

Should you have any questions, or need additional information, please feel free to contact me.

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

**July 22, 2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description/Purpose</b>	TO FORM A COUNTY-WIDE SWAT TEAM WITH CITY OF JACKSON, HINDS COUNTY, CITY OF BYRAM AND CITY OF CLINTON					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention					
3.	<b>Who will be affected</b>	City of Jackson,					
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson by forming a county-wide SWAT Team					
5.	<b>Schedule (beginning date)</b>	IMMEDIATELY					
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS  CITY WIDE					
7.	<b>Action implemented by:</b> ▪ City Department  ▪ Consultant	JACKSON POLICE DEPARTMENT					
8.	<b>COST</b>	NONE TO CITY OF JACKSON					
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant ▪ Bond ▪ Other <input checked="" type="checkbox"/>						
10.	<b>EBO participation</b>	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER WAIVER WAIVER WAIVER WAIVER	yes yes yes yes yes	no no no no no	N/A N/A N/A N/A N/A	_____ _____ _____ _____ _____

**ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM JACKSON POLICE DEPARTMENT ACCOUNT 001-442-40-6316 "MOTOR VEHICLE REPAIR MAINTENANCE" AND TO JACKSON POLICE DEPARTMENT ACCOUNT 001-442-20-6465 "AUTO AND TRUCK GARAGE AND OTHER."**

**WHEREAS**, the City of Jackson Police Department is responsible for its own towing expenses; and

**WHEREAS**, the City of Jackson Police Department is in need of funds in the amount of \$80,000.00 to cover the cost of towing for the remainder of this fiscal year; and

**WHEREAS**, the City of Jackson Police Department has identified funds in General Fund Account number 001-442-40-6316 "Motor Vehicle Repair Materials" to cover the cost of these services.

**IT IS, THEREFORE, ORDERED** that funds in the amount of \$80,000.00 be transferred from Account 001-442-40-6316 "Motor Vehicle Repair Materials" to 001-442-20-6465 "Auto and Truck Garage and Other."

Submitted by: Davis, Lumumba

Agenda Item # 19  
Agenda Date August 4, 2020

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

**July 27, 2020**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	Order authorizing the transfer of General funds from Motor Vehicle Repair Materials to Auto and Truck Garage and Other																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention/Quality of Life																																													
3.	<b>Who will be affected</b>	Citizens of Jackson, Jackson Police Department																																													
4.	<b>Benefits</b>	To provide for safe and efficient operations.																																													
5.	<b>Schedule (beginning date)</b>	Upon Council approval																																													
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	ALL Wards  CITY WIDE																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Jackson Police Department																																													
8.	<b>COST</b>	NO COST																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Transfer from JPD Account #001-442-40-6316 Motor Vehicle Repair Materials to JPD Account #001-442-20-6465 Auto and Truck Garage and Other																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Jackson Police Department



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

## MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police

A handwritten signature in blue ink, appearing to be "J.E. Davis".

Date: July 27, 2020

Re: Transfer of Funds:

---

The Jackson Police Department desires and is requesting your approval to transfer funds from JPD General Fund Account in the amount of \$80,000.00 from General Fund Acct. # 001-442-40-6316 Motor Vehicle Repair Materials to General Fund Acct. # 001-442-20-6465 Auto and Truck Garage and Other to cover the cost towing.

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

Tck  
7/29/20  
OFFICE OF THE CITY ATTORNEY

Post Office Box 2779  
Jackson, Mississippi 39201-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

**ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM JACKSON POLICE DEPARTMENT ACCOUNT 001-442-40-6316 "MOTOR VEHICLE REPAIR MAINTENANCE" AND TO JACKSON POLICE DEPARTMENT ACCOUNT 001-442-20-6465 "AUTO AND TRUCK GARAGE AND OTHER" is legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
**Tim Howard**, City Attorney

  
**LaShundra Jackson-Winters**, Deputy City Attorney

7/29/20  
\_\_\_\_\_  
DATE



**ORDER AUTHORIZING THE ACCEPTANCE OF ACTIVE SOLUTIONS,  
LLC FOR THE SOLE SOURCE OF ALL SAFECITYCAM VIDEO  
SURVEILLANCE PRODUCTS IN THE UNITED STATES.**

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**WHEREAS**, the City of Jackson Police Department is in need of a security camera system and solution at the city's Impound Lot; and

**WHEREAS**, Active Solutions SAFECITYCAM product provides for the interoperability of video and LPR technology with direct Radio Alerts to Motorola brand police radios.

**WHEREAS**, Active Solutions, LLC SAFECITYCAM Video Surveillance Products is the sole manufacturer/distributor of all SAFECITYCAM brand and products in the United States.

**IT IS, THEREFORE, ORDERED** that Active Solutions, LLC SAFECITYCAM Video Surveillance Products be accepted for the amount of \$95,344.50.

**IT IS FURTHER ORDERED** that payment for said services be made from the City of Jackson Police Department Fund-2.

**APPROVED FOR AGENDA:**

Item # \_\_\_\_\_  
Agenda Date: \_\_\_\_\_  
By: DAVIS, LUMUMBA

Agenda Item # **20**  
Agenda Date August 4, 2020




Jackson Police Department

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

## MEMORANDUM

**TO:** CHOKWE A. LUMUMBA, MAYOR

**FROM:** JAMES E. DAVIS, CHIEF OF POLICE 

**DATE:** JUNE 29, 2020

**RE:** SAFECITYCAM VIDEO SURVEILLANCE PRODUCTS

It is the recommendation that the City of Jackson should enter into an Order Authorizing the Acceptance of Active Solutions, LLC for the sole source of all Safecitycam Video Surveillance Products in the United States.

Should you have any questions, or need additional information, please feel free to contact me.

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

**June 23, 2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>				
1.	<b>Brief Description/Purpose</b>	Order Authorizing Acceptance of Active Solutions LLC, for the Sole Source of all SAFECITYCAM Video Surveillance Products in the United				
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Neighborhood Enhancement.				
3.	<b>Who will be affected</b>	City of Jackson Citizens, City Staff and Law Enforcement Personnel.				
4.	<b>Benefits</b>	To Provide Security for the Impound Lot				
5.	<b>Schedule (beginning date)</b>	ASAP				
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	ALL WARDS  CITY WIDE				
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department				
8.	<b>COST</b>	\$95,334.50				
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Police Fund-002.907.00.6852				
10.	<b>EBO participation</b>	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____


Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1758

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE ACCEPTANCE OF ACTIVE SOLUTIONS, LLC FOR THE SOLE SOURCE OF ALL SAFECITYCAM VIDEO SURVEILLANCE PRODUCTS IN THE UNITED STATES is legally sufficient for placement in NOVUS Agenda.

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

James Anderson, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
6/21/20  
JAH



May 20, 2020

**To: United States – State, Local and Municipal Law Enforcement Agencies and Jurisdictions**

**Re: Sole Source Letter for Active Solutions, LLC, SAFECITYCAM Video Surveillance Products**

A Sole Source justification exists because the following goods and/or services required to satisfy the agency's needs are only manufactured and available for purchase from Active Solutions. Active Solutions is the sole manufacturer/distributor of all SAFECITYCAM brand products in the United States.

### **SAFECITYCAM Features**

- NEMA 4X Weatherproof IP66 Enclosure
- Vandal Proof Housing
- All power requirements for onboard devices and cameras
- Compatible with most camera brands
- Utilizes EZ-Deployment Technology
- Multiple Backhaul Connectivity Options
- Configurable Strobe Lights
- Onboard Storage Drives
- Power Options
- Remote Diagnosis Access
- Deployable using streetlight/telephone pole access to streetlight
- Exclusive integration with Avigilon and Motorola Radio Alert Technology
- Interoperability with multiple jurisdictions utilizing same technology
- Utilizes integrated technologies of video surveillance and License Plate Recognition with the ability to share a unique national investigative database tool
- Utilizes on board camera video analytics which is a best practice bandwidth conservation efficiency



- Usage of Active Solutions SAFECITYCAM product provides for the interoperability of video and LPR technology with direct Radio Alerts to Motorola brand police radios

**SAFECITYCAM Model Numbers**

SAFECITYCAM Standard – with a standard Pan Tilt Zoom (PTZ) Camera

SAFECITYCAM Plus – with a PTZ Camera and 360° Fisheye Camera for Situational Awareness around deployment

SAFECITYCAM 360 – with Multi Sensor Camera

SOLE AUTHORIZED DISTRIBUTOR FOR SAFECITYCAM PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR SAFECITYCAM PRODUCTS
Active Solutions, LLC 1215 Prytania Street, Suite 301, New Orleans, Louisiana 70130 Phone: (504) 524-6579 Fax: (504) 522-4131	Active Solutions, LLC 1215 Prytania Street, Suite 301, New Orleans, Louisiana 70130 Phone: (504) 524-6579 Fax: (504) 522-4131

Active Solutions has and continues to assist law enforcement agencies in Mississippi using the same technology as is being presented to Batesville.

Please contact Active Solutions sales representative(s) at (504) 524-6579 with any questions.

Sincerely,

Brad L. Giacone  
Director of Business Development  
Active Solutions, LLC



QUOTE

Motorola Solutions  
Attn: Karl Arndt

June 15, 2020

SALESPERSON	CLIENT	DESCRIPTION	PAYMENT TERMS
Giacone	City of Jackson	Impound Lot Surveillance	50% Deposit - Balance Upon Completion

QTY	PART NO.	DESCRIPTION	UNIT PRICE	LINE TOTAL
6	20C-H4A-4MH-360 and AS-SafeCityCamEnc	Avigilon Multi Sensor Camera with Active Solutions SafeCityCam Enclosure- Contains four SMP cameras, 360 degree view with adaptive IR. Includes LightCatcher Technology, High Definition Stream Management and Avigilon Appearance Search Support. Active Solutions SafeCityCam enclosure includes power and surge requirements, Strobe lights x 3, remote reboot module and onboard camera storage (Surveillance Grade SD Card) in a weatherproof enclosure.	\$5,782.50	\$34,695.00
6	H4AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	\$132.00	\$792.00
6	H4AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	\$132.00	\$792.00
6	2.0C-H4PTZ-DP30	2.0 Megapixel (1080p) WDR Day/Night, 30x, Pendant Dome, Self-learning analytics	\$2,194.50	\$13,167.00
6	CM-MT-WALL1	Pendant wall arm for H4 Fisheye (needs H4F-MT-NPTA1), H4SL (needs H4SL-MT-NPTA1), H4 PTZ or H3-xMH-DP-B cameras.	\$105.00	\$630.00
6	H4-MT-POLE1	Pole mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.	\$135.00	\$810.00
2	V5FS-025-RHD	Vigilant Fixed Subscription Service - ReaperHD Camera <ul style="list-style-type: none"> <li>• Annual Service Fee</li> <li>• (1) ReaperHD Fixed Camera with Mounting Hardware</li> <li>• (1) Communications Box</li> <li>• Camera Installation and Aiming</li> <li>• 3-Year Minimum Commitment</li> <li>• Includes: <ul style="list-style-type: none"> <li>o Hardware Warranty</li> <li>o Annual Hosting Fees</li> <li>o Cellular Service (subject to network availability)</li> </ul> </li> </ul>	\$2,580.50	\$5,161.00
12	ACC7-ENT	ACC 7 Enterprise Edition camera license	\$239.25	\$2,871.00
1	HD-NVR4-STD-32TB-NA	HD NVR4 STD 32TB 2U Rack Mnt, Windows 10 IoT LTSB	\$13,546.50	\$13,546.50
7	AS-UM5	PTP Antennas (Per Pair per Pole)	\$180.00	\$1,260.00
88	AS-Labor	Labor - Project/System Installation	\$210.00	\$18,480.00



# QUOTE

16	AS-Config	Labor - System Configuration	\$150.00	\$2,400.00
4	AS-ProjMgmt	Labor - Project Management	\$185.00	\$740.00

<b>SUBTOTAL</b>	<b>\$95,344.50</b>
<b>SALES TAX</b>	
<b>TOTAL</b>	<b>\$95,344.50</b>

*The prices above, specifications and conditions are satisfactory and accepted. By affixing my signature below, I authorize Active Solutions to perform the work outlined above and agree to the payment terms as stated.*

Accepted: \_\_\_\_\_

*Please return signed Proposal to Active Solutions with your deposit to commence the aforementioned work.*



**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 2)**

OFFICE OF THE CITY ATTORNEY  
Hester  
2020

**WHEREAS**, on October 6, 2017, the City of Jackson accepted the bid from T.L. Wallace Construction, Inc., and subsequently entered into a construction contract for the West County Line Road TIGER Project; and

**WHEREAS**, T.L. Wallace Construction, Inc. incurred delays due to delays in the construction of two new homes to replace residences acquired for right-of-way and due to the discovery of various underground utilities that were not known prior to construction that had to be relocated; and

**WHEREAS**, based on a critical path analysis of the completed and projected work schedule compared to the time loss due to the delays caused by the house construction and various underground utilities, and taking into account future durations related to the procurement of additional material included in this Supplemental Agreement Number 2, the City, the Mississippi Department of Transportation, and the Federal Highway Administration has determined that the contract completion date should be extended from the original completion date of January 2, 2020 to February 16, 2021 ; and

**WHEREAS**, the City, the Mississippi Department of Transportation, and the Federal Highway Administration has reviewed a requested claim for additional compensation for various items of work that were delayed as a result of the unforeseen utility conflicts and relocation of two residences; and

**WHEREAS**, separate from the utility and relocation delays, the City and the Canadian National Railroad has determined that certain additional work is required on the drainage on the railroad bridges to meet railroad standards; and

**WHEREAS**, the Federal Highway Administration has agreed to allow the use of federal transportation funds to cover approximately 75% of the increased cost of the additional costs associated with the supplemental agreement; and

**WHEREAS**, the Public Works Department recommends that supplemental agreement #2 be approved.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute Supplemental Agreement #2 to the contract with T.L. Wallace Construction, Inc. for the construction of the West County Line Road TIGER Project, Federal Aid Project Number STP-0250-00(047)LPA/107200,

Agenda Item # 21  
Agenda Date August 4, 2020

ITEM \_\_\_\_\_

AGENDA \_\_\_\_\_

BY: MILLER, WILLIAMS, LEE, LUMUMBA

**City Project Number 16B4002, increasing the contract by \$1,073,497.95 to a new contract amount of \$16,522,456.17 and changing the contract completion date to February 16, 2021.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     July 13, 2020  
 DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute a supplemental agreement #2 to the contract with T.L. Wallace Construction, Inc. for the West County Line Road TIGER Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Motorists and Pedestrians in the Tougaloo area
4.	<b>Benefits</b>	Construction on the West County Line Rd TIGER project
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	West County Line Rd at the Canadian National Railroad (Ward 2)
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/> ■	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Increase cost of \$1,073,497.95 New Contract Amount: \$16,522,456.17 Change in contract time from January 2, 2020 to March 2, 2021.
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input checked="" type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	USDOT TIGER Grant STP-MPO SAFTEA-LU Funds FHWA Earmark City Funds
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A _____ AABE _____%    WAIVER    yes ___ no ___    N/A _____ WBE _____%    WAIVER    yes ___ no ___    N/A _____ HBE _____%    WAIVER    yes ___ no ___    N/A _____ NABE _____%    WAIVER    yes ___ no ___    N/A _____

Revised 2-04



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Robert K. Miller  
Director  
**Date:** July 13, 2020  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute Supplemental Agreement #2 contract with T.L. Wallace Construction, Inc. for the West County Line Road TIGER Project related to construction delays caused by unforeseen utility conflicts and by delays in relocating two residents within the work zone.

As part of the West County Line Road project, two residents were to be relocated from their existing homes on Brown Street to newly built homes on the resident's land outside of the construction zone. The homes, which were built by a house contractor independent of the construction contract, were not completed within the timeframe anticipated prior to construction. This delayed the start of clearing and railroad work on the south end of the project.

The City, T.L. Wallace Construction, the Mississippi Department of Transportation, and the Federal Highway Administration has been negotiating the proposed supplemental agreement to address contractor's claims due to these delays for some time. The proposed supplemental agreement addresses claims for time and compensation that can be attributed to the house and utility delays. The proposed supplemental agreement does not address other claims by T.L. Wallace Construction where supporting documentation has yet to be received. With the exception of these disputed claims, this proposed supplemental agreement would resolve the claims related to the relocation delay and unforeseen utility conflict delay. Separate from the delay claims, the City and CN Railroad has determined that additional minor work is required on two of the railroad bridges to address drainage on the deck under the ballast and on the ends at the concrete wing walls.

The proposed cost increase for the proposed supplemental agreement is \$1,073,497.95 with federal funds covering approximately 75% of the proposed supplemental agreement. The remainder will come from City funds previously budgeted to the project. The supplemental agreement would also change the end of contract time from January 2, 2020 to March 2, 2021. The Federal Highway Administration has reviewed the proposed supplemental agreement and will agree to the proposed changes and use of federal funds.

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

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

7/28/20  
OFFICE OF THE CITY ATTORNEY  
7/28/20

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 2) is legally sufficient for placement in NOVUS Agenda.



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

7/28/20  
DATE



OFFICE OF THE CITY ATTORNEY  
2-4-2020  
2020

**ORDER AMENDING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, METER SERVICE & REPAIR DIVISION**

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$100,000.00 have arisen since the adoption of the Fiscal Year 2019-2020 City of Jackson Budget for the Water Department/Meter Service & Repair; and

**WHEREAS**, the Fiscal Year 2019-2020 City of Jackson Budget needs to be amended to provide funding for these unanticipated needs, which are the purchase of meter parts; and

**WHEREAS**, the following accounts are being amended:

From:	031.521506114	\$100,000.00
To:	031.521506327	\$100,000.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2019-2020 Budget be revised in the amount of \$100,000.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	031.521506114	(\$100,000.00)
To:	031.521506327	\$100,000.00

*Agenda Item #22  
Agenda Date August 4, 2020*

BY: MILLER, LUMUMBA



City of Jackson  
Public Works  
Water Department/Meter Service & Repair

## Memorandum

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller *Robert K. Miller*  
Director of Public Works

Date: June 30, 2020

Re: Agenda Item: Order Amending the Fiscal Year 2019-2020

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This agenda item will reallocate \$100,000:

- **From** ~ Meter Service & Repair Budget ~ 031.521506114 (Overtime)
- **To** ~ Meter Service & Repair ~ 031.521506327 (Water Meter Parts)

To ensure the following:

- Provide adequate meter data transmission
  - New TTLS
  - Upgraded MiNodes
  - Allows for accurate electronic reading capabilities
- Provide improved billing statement completion
  - 10,000 plus stranded bills
- Funds needed to purchase
  - Parts for repair and maintenance of the AMI meters
  - Adequate supply of MiNet Hubs

If you have any questions, please contact Patricia Baylis @ 601.960.2644

See Attachment:

Agenda Item # *22*  
Agenda Date August 4, 2020



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

DATE 06/30/2020

POINTS		COMMENTS		
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING THE FISCAL YEAR 2019-2020 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER SERVICE &amp; REPAIR</b>		
2.	<b>Mayoral Priority Addressed</b> 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	<b>QUALITY OF LIFE</b>		
3.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	<b>QUALITY OF LIFE</b>		
4.	<b>Who/What will be affected &amp; Benefits</b>	<b>CONSTITUENTS OF CITY SERVICES</b>		
5.	<b>Schedule</b> 1. Contract 2. Project (Beginning date) (Completion date)	<b>UPON COUNCIL APPROVAL</b>		
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	<b>ALL WARDS</b>		
7.	<b>Action initiated by:</b> ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	<b>DEPARTMENT OF PUBLIC WORKS</b>		
8.	<b>COST</b>	2	<b>\$100,000.00</b>	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Enterprise <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<b>From</b>	<b>031.521506114</b>	<b>(\$100,000.00)</b>
		<b>To</b>	<b>031.521506327</b>	<b>\$100,000.00</b>
10.	<b>EBO participation</b>	ABE _____%	WAIVER Yes _____ No _____	N/A _____
		AABE _____%	WAIVER Yes _____ No _____	N/A _____
		WBE _____%	WAIVER Yes _____ No _____	N/A _____
		HBE _____%	WAIVER Yes _____ No _____	N/A _____
		NABE _____%	WAIVER Yes _____ No _____	N/A _____

**Office of the City Attorney**

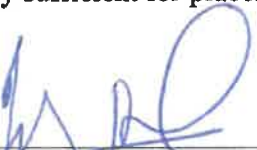

455 East Capitol Street  
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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
7/14/20  
7/14/20  
2019-2020  
CITY ATTORNEY

## **OFFICE OF THE CITY ATTORNEY**

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This **ORDER AMENDING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, METER SERVICE & REPAIR DIVISION** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
 7-27-2020  
 16

**ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS, INC. AND CUSTOM PRODUCTS CORPORATION FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS (BID NO. 55048-071420). (ALL WARDS)**

WHEREAS, sealed term bids for Traffic Sign Sheeting Materials were opened July 14, 2020 and three (2) were received; and

WHEREAS, the Public Works Department, Traffic Engineering Division will use the traffic sign sheeting materials to ensure safe conditions for motorists and pedestrians throughout the City; and

WHEREAS, the staff of the Public Works Department, Traffic Engineering Section has reviewed all bids submitted and recommends the governing authorities deem the term bids submitted by American Traffic Safety Materials, Inc., P.O. Box 1449, Orange Park, FL 32067-1449, 1272 Harbor Road, Green Cove Spring, FL 32043; and Custom Products Corporation, P.O. Box 54091, Jackson, MS 39288-4091, 1120 Flowood Drive, Flowood, MS 39232, received July 14, 2020, as the lowest and best bids for the respective items, as follows:

**American Traffic Safety Materials, Inc., Attn: Sadie Maugle, P.O. Box 1449, Orange Park, FL 32067-1449, 1272 Harbor Road, Green Cove Springs, FL 32043, (904) 284-1708, ext. 2 [trafficastm@gmail.com](mailto:trafficastm@gmail.com)**

**SECTION 1 – Enclosed Lens Reflective Sheeting**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	6" x 50 yds.	\$74.25
2	9" x 50 yds.	\$111.38
3	12" x 50 yds.	\$148.50
4	18" x 50 yds.	\$222.75
5	24" x 50 yds.	\$297.00
6	30" x 50 yds.	\$371.25
7	36" x 50 yds.	\$445.50
8	42" x 50 yds.	\$594.00
9	48" x 50 yds.	\$594.00
20	15" x 10 yds.	\$ 47.81
21	30" x 10 yds.	\$ 95.63
22	15" x 50 yds.	\$191.25
23	30" x 50 yds.	\$382.50
24	6" x 50 yds.	\$ 36.68
25	12" x 50 yds.	\$ 73.35
26	15" x 50 yds.	\$ 91.69
27	24" x 50 yds.	\$146.70
28	30" x 50 yds.	\$183.38
29	36" x 50 yds.	\$220.05
30	42" x 50 yds.	\$293.40

WILLIAMS, LUMUMBA

Agenda Item # 23  
 Agenda Date: August 4  
 2020

31	48" x 50 yds.	\$293.40
32	6" x 50 yds.	\$ 44.25
33	12" x 50 yds.	\$ 88.50
34	15" x 50 yds.	\$110.63
35	24" x 50 yds.	\$177.00
36	30" x 50 yds.	\$221.25
37	36" x 50 yds.	\$265.50
38	42" x 50 yds.	\$354.00
39	48" x 50 yds.	\$354.00
48	24" x 50 yds.	\$177.00
49	48" x 50 yds.	\$354.00
50	15" x 50 yds.	\$110.63
51	30" x 50 yds.	\$221.25
52	15" x 50 yds.	\$91.69
53	30" x 50 yds.	\$183.38

**SECTION 2 – Encapsulated Lens Reflective Sheeting**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
22	15" x 50 yds.	\$356.25
23	30" x 50 yds.	\$712.50

**SECTION 7 – Electronically Cuttable Film**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	24" x 50 yds.	\$268.50
2	30" x 50 yds.	\$335.63
3	36" x 50 yds.	\$402.75
4	48" x 50 yds.	\$537.00
5	48" x 50 yds.	\$156.34

**Custom Products Corporation, Attn: Heidi McGee, P.O. Box 54091, Jackson, MS 39288-4091, 1120 Flowood Drive, Flowood, MS 39232, 601-933-8276, [heidi@cpcsigns.com](mailto:heidi@cpcsigns.com)**

**SECTION 3 – Wide Angle Lens Prismatic Retro Sheeting**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	9" x 50 yds.	\$171.11
2	12" x 50 yds.	\$228.15
3	18" x 50 yds.	\$342.00
4	24" x 50 yds.	\$456.00
5	30" x 50 yds.	\$570.00
6	36" x 50 yds.	\$684.00
7	42" x 50 yds.	\$798.00
8	48" x 50 yds.	\$912.00
9	STOP (R1-1), 30" x 30"	\$ 12.75
10	STOP (R1-1), 36" x 36"	\$ 18.72
11	YIELD (R1-2), 30" x 30" x 30"	\$ 8.65
12	YIELD (R1-2), 36" x 36" x 36"	\$ 10.15
14	ALL WAY (R1-4)	\$ 3.83
15	DO NOT ENTER (R5-1)	\$ 13.14
16	DO NOT ENTER (R5-1)	\$ 18.72
17	WRONG WAY (R5-1A)	\$ 12.62
18	STOP AHEAD SYMBOL (W3-1A)	\$ 34.02
19	YIELD AHEAD SYMBOL (W3-2A)	\$ 34.02
20	SIGNAL AHEAD SYMBOL (W3-3)	\$ 34.02

**SECTION 4 – Encapsulated Lens Reflective Construction Sheeting**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
8	6" STRIPE/LEFT, 8" x 50 yds.	\$174.33
11	6" STRIPE/RIGHT, 8" x 50 yds.	\$174.33

**SECTION 7 – Electronically Cuttable Film**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	34" x 50 yds.	\$332.29
2	30" x 50 yds.	\$415.36
3	36" x 50 yds.	\$498.43
4	48" x 50 yds.	\$664.58

**IT IS THEREFORE ORDERED** that the term bids submitted by American Traffic Safety Materials, Inc., P.O. Box 1449, Orange Park, FL 32067-1449, 1272 Harbor Road, Green Cove Spring, FL 32043; and Custom Products Corporation, P.O. Box 54091, Jackson, MS 39288-4091, 1120 Flowood Drive, Flowood, MS 39232, received July 14, 2020, are accepted as the lowest and best bids for the respective items, as follows:

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

**07/15/2020**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	Term Bid # 550448-071420 – Twelve Month Supply of Reflective Sheeting Materials for Traffic Sign Sheeting.  To have prices and suppliers available from which to order sheeting materials for making signs and ordering form the best and lowest prices.								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life								
3.	<b>Who will be affected</b>	The entire City because the signs which are made are placed in various locations throughout the City.								
4.	<b>Benefits</b>	Safe conditions from which motorists and pedestrians will benefit due to legible signs and markings.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	City-wide								
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department								
8.	<b>COST</b>	Last year estimated expensed \$30,000.								
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001.448.50.6340								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___





**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Antar Lumumba  
City Hall

**From:** Robert K. Miller, Director  
Department of Public Works

**Date:** July 15, 2020

**Agenda Item:** **ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS, INC. AND CUSTOM PRODUCTS CORPORATION FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS (BID NO. 55048-071420). [ALL WARDS]**

**Item #:** xxx  
**Council Meeting:** Regular Council Meeting, August 4, 2020  
**Consultant/Contractor:** American Traffic Safety Materials, Inc. and Custom Products Corporation

**EBO:** In compliance

**Purpose:** To have prices and suppliers available from which to order sheeting materials for making signs and ordering from the best and lowest prices.

**Cost:** Estimated \$30,000

**Project/Contract Type:** Bid for a twelve month supply of Sign Sheeting materials within the City of Jackson

**Funding Source:** General Fund - 001.448.50.6340

**Schedule/Time:** Upon City Council Approval

**DPW Manager:** James Caldwell

**Background:** The traffic sign sheeting materials will be used when installing and maintaining regulatory and traffic control devices to be sure signage is visible to ensure citizen's safety when commuting on public streets and right of ways.

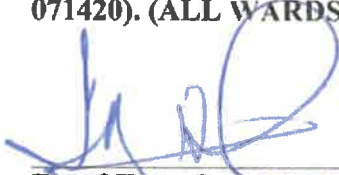

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1790  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS, INC. AND CUSTOM PRODUCTS CORPORATION FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS (BID NO. 55048-071420). (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

Agenda Item # *23*  
Agenda Date August 4, 2020

**Traffic Control Devices - Custom Graphics - Sign Shop Supplies**



City of Jackson  
City Clerk's Office-City Hall  
219 S. President St.  
Jackson, MS 39201

Copy

RE: Waiver Statement  
Bid # 55048-071420

July 1, 2020

To Whom It May Concern,

The bid referenced above is a supply contract for "Twelve-Month Supply of Traffic Sign Sheeting Materials". I am requesting a waiver from the EBO plan on this bid, due to the fact that all of the items will shipped directly from 3M. Custom Products will be bidding directly against other manufacturers for the product.

Sincerely,

A handwritten signature in black ink, appearing to be 'Heidi McGee', written over a horizontal line.

Heidi McGee  
Governmental Bid Manager  
Ph: (601) 933-8282 ext. 214

**CUSTOM PRODUCTS CORPORATION**

**Post Office Box 54091/Jackson, Mississippi 39288/601-932-5854/800-367-1492/Fax 601-932-7178**

# EBO PLAN APPLICATION CHECKLIST

To ensure that your Equal Business Opportunity (EBO) Plan Application is complete, please check each of the items below:

## Waiver Requests

- If you cannot meet the EBO Participation Goals, you have checked that you are requesting a waiver.
- Your Waiver Statement is on your business letterhead and includes a clear and valid explanation of why the waiver is requested.
- NA** If you have attempted to contact, but have not reached minority contractors for your proposed project, you have identified the "good faith efforts" outlined in the EBO Plan Application.

## Proposed Minority Contractors

- If you are a minority primary contractor, your business is not also listed as one of the subcontractors for the project.
- The minority contractor(s) that you list is/are currently certified with the City of Jackson and in accordance with the EBO Ordinance. (*Contact the Business Development Division at 601-960-2480 to check the status of your proposed minority contractors.*)
- Under each proposed MBE/FBE firm, only one minority business type is checked (for example, you have chosen FBE or AABE, but not both).

## MBE/FBE Project Participation

- Your listed MBE/FBE will perform a commercially useful function (a distinct element of work that will be performed, managed and supervised).
- You have provided detail for both the type and scope of work the minority contractor will perform.
- Your MBE/FBE dollar value of the work to be performed is accurate.
- Your total percentages for MBE/FBE participation are included and accurate.

For more information contact:  
The EBO Division, City of Jackson  
601-960-1856

In the event an award, provided your company is selected as the recipient of this bid or any part of it, you will receive a Purchase Order from the Purchasing Division, based on your submission price, if this is a one time bid. Term bid award are handle by a written notice of such an award from the Purchasing Division to your company. Orders of the commodity will be processed only by request to the Purchasing Division from the using department for the quantity desired at that time. The estimate is just that an estimate for the terms of the bid if a term. Your company is to make shipments based on Purchase Orders received from, the City of Jackson Purchasing Division only, which are based on your price submission. In case your company, choose to ship otherwise you put your company in a position of not receiving payment for said shipments. Some products may require a small sample for testing; in this case you are not paid for samples to prove their specification compliance.

**SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY**

**BID SUBMITTED BY:  
PLEASE TYPE OR PRINT**

Complete Name of Bidder: Custom Products Corp.

Mailing Address: PO Box 54091

City: JACKSON State: MS Zip Code: 39288-4091

Physical Address, Principal Place of Business: 1120 Flowerwood Dr

City: Flowerwood State: MS Zip Code: 39232

Name of Person Submitting Proposal: Heidi McGee

Signature of Person Submitting Proposal:  (Required)

Date: 07-01, 2020 E-Mail Address: heidi@cpsigns.com

Telephone No. 601.933.8276 Fax No.: 800.206.3444

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

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

I. Company Name: Custom Products Corp.  
Address: 1120 Flawood Dr  
City: Flawood State: MS ZIP Code: 39232  
Telephone: (601) 933 8276  
E-mail: heidi@cpcsigns.com

II. Bid Name and Number: 55048-071420 Traffic Sign Sheeting

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: \$ 66021.22

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

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

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

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

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

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

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

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

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.**



**VIII. CERTIFICATION**

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



*Authorized Signature and Title*

Heidi McGee Bidmgr ✓

07.01.2020

*Date*

**PRINT "AUTHORIZED" NAME HERE:**

Heidi McGee

NA See waiver

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

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:**

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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: \_\_\_\_\_ %

NA See write

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

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

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

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

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

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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
- \_\_\_\_\_ Joint Venture
- \_\_\_\_\_ Supplier
- \_\_\_\_\_ 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: \_\_\_\_\_ %

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Type III Sheeting.
3. Submit an Original and two Copies of Chart B for Type III Sheeting.
4. Address envelope to: City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
5. Delivery Address: City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
6. Note the following in lower left corner of envelope:

"Bid No. 55048-071420 to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020 I bid as follows for:

SECTION 3  
Twelve Month Supply - Type III - Wide Angle Prismatic Retroreflective Sheeting  
Materials and Sign Faces

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: Custom Products Corp.  
Mailing Address: PO BOX 54091  
City: Jackson State: MS Zip Code: 39288  
Physical Address, Principal Place of Business: 1120 Flawood Dr  
City: Flawood State: MS Zip Code: 39237  
Name of Person Submitting Proposal: Heidi McGehee  
Signature of Person Submitting Proposal: [Signature]  
Date: 07-01-2019 E-Mail Address: heidi@cpsigns.com <sup>(Required)</sup>  
Telephone No.: 601-933-8276 Fax No.: 800-367-1492

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.

**CHART A**

**SECTION 3**

**EFFECTIVE PERFORMANCE LIFE  
FOR TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING**

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
White	_____	_____	_____
Yellow	_____	_____	_____
Red	_____	_____	_____
Blue	_____	_____	_____
Green	_____	_____	_____
Orange	_____	_____	_____

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: \_\_\_\_\_ Corporate Officer of Manufacturer

\_\_\_\_\_ Title

*Certs provided upon request at time of order*

**CHART B**

**SECTION 3**

**PERFORMANCE LIFE OF PROCESS COLORS  
FOR TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING**

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black	_____	_____	_____	Blue	_____	_____	_____
Red	_____	_____	_____	Brown	_____	_____	_____
Violet	_____	_____	_____	Magenta	_____	_____	_____
Green	_____	_____	_____	Yellow	_____	_____	_____
Orange	_____	_____	_____				

Opaque or transparent colors, manufactured by \_\_\_\_\_, located at \_\_\_\_\_, used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: \_\_\_\_\_ Corporate Officer of Manufacturer  
\_\_\_\_\_ Title

Certs provided upon request at time of order

**SECTION 3**

**Type III - Wide Angle Prismatic Lens Reflective Sheeting  
Materials and Sign Faces**

**BID SHEETS**

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

**TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING  
WITH PRESSURE SENSITIVE ADHESIVE  
(Yellow, Red, Blue, Green, White, and Orange)**

Item No.	Quantity	Size	Code No.	Unit Price
1	0	9" x 50 yds.	3930 Series	\$171.11
2	0	12" x 50 yds.		\$228.15
3	0	18" x 50 yds.		\$342.00
4	0	24" x 50 yds.		\$456.00
5	0	30" x 50 yds.		\$570.00
6	0	36" x 50 yds.		\$684.00
7	0	42" x 50 yds.		\$798.00
8	0	48" x 50 yds.		\$912.00

Custom Products Corp.

**SECTION 3  
 BID SHEETS**

**TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING  
 RETROREFLECTIVE SIGN FACES  
 WITH PRESSURE SENSITIVE ADHESIVES**

Item No.	Color	Quantity	Size	Code No.	Unit Price
9	STOP (R1-1)	10	30" x 30"	3930	\$ 12.75
10	STOP (R1-1)	10	36" x 36"		\$ 18.72
11	YIELD (R1-2)	0	30" x 30" x 30"		\$ 8.65
12	YIELD (R1-2)	0	36" x 36" x 36"		\$ 10.15
13	4-WAY (R1-3(4))	4	12" x 6"		\$ NO BID
14	ALL WAY (R1-4)	4	18" x 6"		\$ 3.83
15	DO NOT ENTER (R5-1)	4	30" x 30"		\$ 13.14
16	DO NOT ENTER (R5-1)	0	36" x 36"		\$ 18.72
17	WRONG WAY (R5-1A)	0	36" x 24"		\$ 12.62
18	STOP AHEAD SYMBOL (W3-1A)	0	36" X 36"		\$ 34.02
19	YIELD AHEAD SYMBOL (W3-2A)	0	36" X 36"		\$ 34.02
20	SIGNAL AHEAD SYMBOL (W3-3)	0	36" X 36"		\$ 34.02

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid is valid for 60 days after bid opening, to make an award or this bid is good for the term of the bid stated if a term bid. If bid is good for longer than 60 days for an award, then state how long this bid is good for \_\_\_\_\_.

12 The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within days after receipt of your purchase order.

Custom Products.



CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Construction Sheeting
3. Address envelope to: City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
4. Delivery Address: City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
5. Note the following in lower left corner of envelope:

"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020 I bid as follows for:

SECTION 4

Twelve-Month Supply - Encapsulated Lens Reflective Construction Sheeting

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name:

Custom Products Cop.

Mailing Address:

PO Box 54091

City: JACKSON

State: MS

Zip Code: 39288

Physical Address, Principal Place of Business:

1120 Flowerd Dr

City: Flowerd

State: MS

Zip Code: 39232

Name of Person Submitting Proposal:

Heidi McGee

Signature of Person Submitting Proposal:



Date:

07-01, 2020  
2019 Jim

E-Mail Address:

heidi@cpsigns.com (Required)

Telephone No.:

601, 933 8276

Fax No.:

800, 206 3444

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.

CHART A

**SECTION 4**

**EFFECTIVE PERFORMANCE LIFE  
FOR ENCAPSULATED LENS CONSTRUCTION SHEETING**

<b>Sheeting Color</b>	<b>* Original Coefficient of Retroreflectivity</b>	<b>* Coefficient of Performance Life (Years)</b>	<b>Retroreflectivity after Effective Performance Life</b>
White	_____	_____	_____
Yellow	_____	_____	_____
Red	_____	_____	_____
Orange	_____	_____	_____

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: \_\_\_\_\_ Corporate Officer of Manufacturer  
\_\_\_\_\_ Title

Certs provided upon  
request at time of order

**SECTION 4**

**Encapsulated Lens Reflective Construction Sheeting**

**BID SHEETS**

Bid Number 55048-071420

**NOTE:** The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

**PRESSURE SENSITIVE PRESTRIPED ENCAPSULATED LENS  
REFLECTIVE CONSTRUCTION BARRICADE SHEETING  
(Orange/White)**

Item No.	Description	Quantity	Size	Code No.	Unit Price
1	4" STRIPE/LEFT	0	6" x 50 yds.	_____	\$ <u>NO BID</u>
2	4" STRIPE/LEFT	0	8" x 50 yds.	_____	\$ _____
3	4" STRIPE/LEFT	0	12" x 50 yds.	_____	\$ _____
4	4" STRIPE/RIGHT	0	6" x 50 yds.	_____	\$ _____
5	4" STRIPE/RIGHT	6	8" x 50 yds.	_____	\$ _____
6	4" STRIPE/RIGHT	0	12" x 50 yds.	_____	\$ _____
7	6" STRIPE/LEFT	6	6" x 50 yds.	_____	\$ <u>NO BID</u>
8	6" STRIPE/LEFT	6	8" x 50 yds.	<u>333(6)</u>	\$ <u>174.33</u>
9	6" STRIPE/LEFT	0	12" x 50 yds.	_____	\$ <u>NO BID</u>
10	6" STRIPE/RIGHT	6	6" x 50 yds.	_____	\$ <u>NO BID</u>
11	6" STRIPE/RIGHT	2	8" x 50 yds.	<u>333(6)</u>	\$ <u>174.33</u>
12	6" STRIPE/RIGHT	0	12" x 50 yds.	_____	\$ <u>NO BID</u>

Custom Products Corp.

SECTION 4

BID SHEETS

PRESSURE SENSITIVE SOLID COLOR ENCAPSULATED LENS  
REFLECTIVE CONSTRUCTION SHEETING FOR RIGID SUBSTRATE  
(Orange, Yellow and White)

Item No.	Description	Quantity	Size	Code No.	Unit Price
13	4" SOLID	0	4" x 50 yds.	_____	\$ <u>NO BID</u>
14	6" SOLID	0	6" x 50 yds.	_____	\$ _____
15	18" SOLID	0	18" x 50 yds.	_____	\$ _____
16	24" SOLID	0	24" x 50 yds.	_____	\$ _____
17	30" SOLID	0	30 x 50 yds.	_____	\$ _____
18	36" SOLID	0	36 x 50 yds.	_____	\$ _____
19	48" SOLID	0	48 x 50 yds.	_____	\$ _____

**BID SHEETS**

**PRESSURE SENSITIVE SOLID COLOR ENCAPSULATED LENS  
FLEXIBLE REFLECTIVE CONSTRUCTION SHEETING FOR DRUMS  
(Orange, Yellow and White)**

Item No.	Description	Quantity	Size	Code No.	Unit Price
20	4" SOLID	0	4" x 50 yds.	_____	\$ <u>NO BID</u>
21	6" SOLID	0	6" x 50 yds.	_____	\$ <u>↓</u>
22	8" SOLID	0	8" x 50 yds.	_____	\$ <u>↓</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 17 days after receipt of your purchase order.

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Electronically Cut table Film
3. Submit an Original and two Copies of Chart B for Electronically Cut table Film
4. Address envelope to: City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
5. Delivery Address: City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
6. Note the following in lower left corner of envelope:

"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020 I bid as follows:

**SECTION 7**

**Twelve-Month Supply - Electronically Cuttable Film**

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT

Company Complete Legal Name: Custom Products Corp.

Mailing Address: PO Box 54091

City: Jackson State: MS Zip Code: 39288

Physical Address, Principal Place of Business: 1120 Flowerd Dr

City: Flowerd State: MS Zip Code: 39232

Name of Person Submitting Proposal: Heidi McGee

Signature of Person Submitting Proposal: [Signature]

Date: 07.01.2020 E-Mail Address: heidi@cpdesigns.com <sup>(Required)</sup>

Telephone No.: 601.933.8270 Fax No.: 800.206.3444

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have preparing in the EBO Application.

**CHART A**

**SECTION 7**

**ELECTRONICALLY CUTTABLE FILMS FOR USE ON  
RETROREFLECTIVE SHEETING**

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
Black	_____	_____	_____
Yellow	_____	_____	_____
Red	_____	_____	_____
Blue	_____	_____	_____
Green	_____	_____	_____
Orange	_____	_____	_____

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: \_\_\_\_\_ Corporate Officer of Manufacturer  
\_\_\_\_\_ Title

Certs provided upon request at time of order

CHART B

SECTION 7

ELECTRONICALLY CUTTABLE FILMS FOR USE ON  
RETROREFLECTIVE SHEETING

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black	_____	_____	_____	Blue	_____	_____	_____
Red	_____	_____	_____	Brown	_____	_____	_____
Green	_____	_____	_____	Yellow	_____	_____	_____
Blue	_____	_____	_____				

Opaque or transparent colors, manufactured by \_\_\_\_\_, located at \_\_\_\_\_, used in the screen process have a performance life in \_\_\_\_\_ years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: \_\_\_\_\_ Corporate Officer of Manufacturer  
\_\_\_\_\_ Title

Certs provided <sup>Hm</sup> upon request  
at time of order



SECTION 7

Electronically Cuttable Film

BID SHEET

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order

ELECTRONICALLY CUTTABLE FILMS FOR USE ON  
RETROREFLECTIVE SHEETING  
(Black, Green, Red, Orange, Blue, Brown and Yellow)

Item No.	Quantity	Size	Code No.	Unit Price
1	5	24" x 50 yds	1170	\$332.29
2	20	30" x 50 yds		\$415.36
3	5	36" x 50 yds		\$498.43
4	5	48" x 50 yds		\$604.58

CLEAR PREMASKING TAPE

5	25	48" x 100 yds (Cut as requested see 8.0)		\$NOBID
---	----	---	--	---------

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 12 days after receipt of your purchase order.

Custom Products Corp.

COPY

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

PLEASE RETURN THIS SECTION IN ITS ENTIRETY

NOTICE TO BIDDERS:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Type I Sheeting
3. Submit an Original and two Copies of Chart B for Type I Sheeting
4. Mailing Address: City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
5. Delivery Address: City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, MS 39201
6. Note the following in lower left corner of envelope:  
"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020, bid as follows:

SECTION 1  
Twelve-Month Supply-Type 1 – Enclosed Lens Reflective Sheeting  
Materials and Process Colors

Term: August 01, 2020 through July 31, 2021

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for 90.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 10 days after receipt of your purchase order. "Note all cost must be included in the bid price."

In the event an award, provided your company is selected as the recipient of this bid or any part of it, you will receive a Purchase Order from the Purchasing Division, based on your submission price, if this is a one time bid. Term bid award are handle by a written notice of such an award from the Purchasing Division to your company. Orders of the commodity will be processed only by request to the Purchasing Division from the using department for the quantity desired at that time. The estimate is just that an estimate for the term of the bid if a term. Your company is to make shipments based on Purchase Orders received from, the City of Jackson Purchasing Division only, which are based on your price submission. In case your company, choose to ship otherwise you put your company in a position of not receiving payment for said shipments. Some products may require a small sample for testing; in this case you are not paid for samples to prove their specification compliance.

**SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY**

**BID SUBMITTED BY:  
PLEASE TYPE OR PRINT**

Complete Name  
of Bidder: American Traffic Safety Materials, Inc

Mailing  
Address: P.O. Box 1449

City: Orange Park State: Florida Zip Code: 32067-1449

Physical Address, Principal Place of Business: 1272 Harbor Road

City: Green Cove Springs State: Florida Zip Code: 32043

Name of Person Submitting Proposal: Sadie Maugle

Signature of Person Submitting Proposal: Sadie Maugle  
(Required)

Date: July 8, 2020 E-Mail Address: trafficsm@gmail.com

Telephone No.: 904, 284-1708 ext. 2 Fax No.: 904, 284-8165

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

# EBO PLAN APPLICATION CHECKLIST

To ensure that your Equal Business Opportunity (EBO) Plan Application is complete, please check each of the items below:

## Waiver Requests

N/A

\_\_\_\_\_ If you cannot meet the EBO Participation Goals, you have checked that you are requesting a waiver.

\_\_\_\_\_ Your Waiver Statement is on your business letterhead and includes a clear and valid explanation of why the waiver is requested.

\_\_\_\_\_ If you have attempted to contact, but have not reached minority contractors for your proposed project, you have identified the "good faith efforts" outlined in the EBO Plan Application.

## Proposed Minority Contractors

N/A

\_\_\_\_\_ If you are a minority primary contractor, your business is not also listed as one of the subcontractors for the project.

\_\_\_\_\_ The minority contractor(s) that you list is/are currently certified with the City of Jackson and in accordance with the EBO Ordinance. (Contact the Business Development Division at 601-960-2480 to check the status of your proposed minority contractors.)

\_\_\_\_\_ Under each proposed MBE/FBE firm, only one minority business type is checked (for example, you have chosen FBE or AABE, but not both).

## MBE/FBE Project Participation

N/A

\_\_\_\_\_ Your listed MBE/FBE will perform a commercially useful function (a distinct element of work that will be performed, managed and supervised).

\_\_\_\_\_ You have provided detail for both the type and scope of work the minority contractor will perform.

\_\_\_\_\_ Your MBE/FBE dollar value of the work to be performed is accurate.

\_\_\_\_\_ Your total percentages for MBE/FBE participation are included and accurate.

For more information contact:  
The EBO Division, City of Jackson  
601-960-1856

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

I. Company Name: N/A  
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 "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

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

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

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

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

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

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

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

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.**





## EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT

### Proposed Minority/Female Business Enterprise Firms

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

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

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

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

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

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: N/A Type Trade/Business: \_\_\_\_\_

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

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

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

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

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:

N/A

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:

N/A

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: %

***ANNUAL BID FOR REFLECTIVE SHEETING MATERIALS  
FOR TRAFFIC SIGNS***

***Bid No. 55048-071420***

***Traffic Engineering Division***

***Department of Public Works***

***City of Jackson, Mississippi***

**AMERICAN TRAFFIC SAFETY MATERIALS, INC.**

**TRAFFIC ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS  
CITY OF JACKSON, MISSISSIPPI**

**SPECIFICATIONS FOR REFLECTIVE SHEETING MATERIALS**

**Section 0 - General**

**Section 1 - Type I Sheeting (Enclosed Lens)**

**Section 2 - Type II Sheeting (Encapsulated Lens)**

**Section 3 - Type III Sheeting (Wide Angle Prismatic Lens)**

**Section 4 - Encapsulated Lens Construction Sheeting**

**Section 5 - Reflective Vehicle Marking Sheeting**

**Section 6 - Retroreflective Traffic Sign Faces**

**Section 7 - Electronically Cuttable Films for Use with Retroreflective Sheeting**

**AMERICAN TRAFFIC SAFETY MATERIALS, INC.**

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Type II Sheeting.
3. Submit an Original and two Copies of Chart B for Type II Sheeting.
4. Address envelope to: City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
5. Delivery Address: City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
6. Note the following in lower left corner of envelope:

"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020, I bid as follows:

**SECTION 2**

**Twelve-Month Supply - Type I - Enclosed Lens Reflective Sheeting  
Materials and Process Colors**

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT

Company Complete Legal Name: American Traffic Safety Materials, INC

Mailing Address: P.O. Box 1449

City: Orange Park State: Florida Zip Code: 32067-1449

Physical Address, Principal Place of Business: 1272 Harbor Road

City: Green Cove Springs State: Florida Zip Code: 32043

Name of Person Submitting Proposal: Sadie Mangle

Signature of Person Submitting Proposal: Sadie Mangle

Date: July 8, 2020 E-Mail Address: trafficsm@gmail.com  
(Required)

Telephone No.: 904/284-1708 EXT.2 Fax No.: 904/284-8165

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have preparing in the EBO Application.

AMERICAN TRAFFIC SAFETY MATERIALS, INC.

CHART A

SECTION 1

EFFECTIVE PERFORMANCE LIFE  
FOR TYPE I - ENCLOSED LENS SHEETING

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	6. Coefficient of Retroreflectivity after Effective Performance Life
White			
Yellow			
Red			
Blue			
Green			
Orange			
Brown			

Attested to: Alan Phillips Corporate Officer of  
owner Manufacturer  
Title

CHART B

SECTION 1

PERFORMANCE LIFE OF PROCESS COLORS  
FOR TYPE I - ENCLOSED LENS SHEETING

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Orange			
Green				Brown			
Blue				Yellow			
Red				Gold			
Dk Red				Magenta			

Opaque or transparent colors, manufactured by American Traffic Safety Materials, Inc. 1272 Harbor Rd. located at Brown Code Spring used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: ALAN PHILLIPS Corporate Officer of Manufacturer  
Owner Title

AMERICAN TRAFFIC SAFETY MATERIALS, INC.

**SECTION 1**

**Type I – Enclosed Lens Reflective Sheeting  
Materials and Process Colors**

**BID SHEETS**

Bid Number---55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

**TYPE I – ENCLOSED LENS SHEETING  
WITH PRESSURE SENSITIVE ADHESIVE  
(Yellow, Red, Blue, Green, White, Brown and Orange)**

Item No.	Quantity	Size	Code No.	Unit Price
1	0	6" x 50 yds.	<u>NV6650</u>	<u>\$ 74.25</u>
2	0	9 » x 50 yds.	<u>NV6950</u>	<u>\$ 111.38</u>
3	10	12 » x 50 yds.	<u>NV61250</u>	<u>\$ 148.50</u>
4	0	18 » x 50 yds.	<u>NV61850</u>	<u>\$ 222.95</u>
5	16	24 » x 50 yds.	<u>NV62450</u>	<u>\$ 297.00</u>
6	4	30 » x 50 yds.	<u>NV63050</u>	<u>\$ 371.25</u>
7	0	36 » x 50 yds.	<u>NV63650</u>	<u>\$ 445.50</u>
8	0	42 » x 50 yds.	<u>NV64250</u>	<u>\$ 594.00</u>
9	0	48 » x 50 yds.	<u>NV64850</u>	<u>\$ 594.00</u>

**AMERICAN TRAFFIC SAFETY MATERIALS, INC.**



**SECTION 1**  
**BID SHEETS**  
**PROCESS COLORS**  
**FOR TYPE I - ENCLOSED LENS SHEETING**

Item No.	Color	Quantity (Gallons)	Code Number	Unit Price (per Gallon)
10	Black	4	<u>No Bid</u>	\$ <u>No Bid</u>
11	Blue	4		\$
12	Red	7		\$
13	Orange	0		\$
14	Brown	1		\$
15	Yellow	0		\$
16	Dark Red	0		\$
17	Gold	0		\$
18	Magenta	0		\$
19	Thinner	1	<u>No Bid</u>	\$ <u>No Bid</u>

**AMERICAN TRAFFIC SAFETY MATERIALS, INC.**

SECTION 1

BID SHEETS

REFLECTIVE SHEETING, 3M SERIES 3260  
ENGINEER GRADE "SCOTCHLITE" PRESSURE SENSITIVE ADHESIVE  
FOR USE IN ELECTRONIC CUTTING DEVICE  
(White, Yellow, Red, Orange, Blue, Green, and Brown)

Item No.	Quantity	Size	Code No.	Unit Price
20	0	15 » x 10 yds.	<u>NVHI1510</u>	<u>\$ 47.81</u>
21	0	30 » x 10 yds.	<u>NVHI3010</u>	<u>\$ 95.63</u>
22	0	15 » x 50 yds.	<u>NYHI1550</u>	<u>\$ 191.25</u>
23	0	30 » x 50 yds.	<u>NVHI3050</u>	<u>\$ 382.50</u>

## SECTION 1

## BID SHEETS

NON-REFLECTIVE FILM, SCOTCHCAL 3M SERIES 3650  
(White, Black and Transparent)

Item No.	Quantity	Size	Code No.	Unit Price
24	0	6 » x 50 yds.	<u>NV2650</u>	\$ <sup>5m</sup> <del>36.68</del>
25	0	12 » x 50 yds.	<u>NV21250</u>	\$ <u>73.35</u>
26	0	15 » x 50 yds.	<u>NV21550</u>	\$ <u>91.69</u>
27	4	24 » x 50 yds.	<u>NV22450</u>	\$ <u>146.70</u>
28	3	30 » x 50 yds.	<u>NV23050</u>	\$ <u>183.38</u>
29	2	36 » x 50 yds.	<u>NV23650</u>	\$ <u>220.05</u>
30	0	42 » x 50 yds.	<u>NV24250</u>	\$ <u>293.40</u>
31	1	48" x 50 yds.	<u>NV24850</u>	\$ <u>293.40</u>

SECTION 1

BID SHEETS

NON-REFLECTIVE FILM, SCOTCHCAL 3M SERIES 3650  
 (Tomato Red, Bright Yellow, Bright Orange, Vivid Blue, Deep Red,  
 Sunflower, Satin Gold, Satin Aluminum, Indigo and White)

Item No.	Quantity	Size	Code No.	Unit Price
32	0	6 » x 50 yds.	<u>NV2650</u>	\$ <u>44.25</u>
33	0	12 » x 50 yds.	<u>NV21250</u>	\$ <u>88.50</u>
34	0	15 » x 50 yds.	<u>NV21550</u>	\$ <u>110.63</u>
35	4	24 » x 50 yds.	<u>NV22450</u>	\$ <u>177.00</u>
36	2	30 » x 50 yds.	<u>NV23050</u>	\$ <u>221.25</u>
37	2	36 » x 50 yds.	<u>NV23650</u>	\$ <u>265.50</u>
38	0	42 » x 50 yds.	<u>NV24850</u>	\$ <u>354.00</u>
39	0	48 » x 50 yds.	<u>NV24850</u>	\$ <u>354.00</u>

**SECTION 1**

**BID SHEETS**

**NON-REFLECTIVE GLOSSY FILM, SCOTCHCAL 3M SERIES 605  
(White, Black and Insignia Blue)**

Item No.	Quantity	Size	Code No.	Unit Price
40	0	6 » x 50 yds.	<u>NO Bid</u>	\$ <u>NO Bid</u>
41	0	12 » x 50 yds.		\$
42	0	15 » x 50 yds.		\$
43	0	24 » x 50 yds.		\$
44	0	30 » x 50 yds.		\$
45	0	36 » x 50 yds.		\$
46	0	42 » x 50 yds.		\$
47	0	48 » x 50 yds.	<u>NO Bid</u>	\$ <u>NO Bid</u>

SECTION 1

BID SHEETS

NON-REFLECTIVE FILM, SCOTCHCAL 3M SERIES 3680  
(Pearl Grey, Deep Mahogany, Russet Brown, Sapphire Blue, Tan,  
Kelly Green, Intense Blue, Beige, Cardinal Red, Light Orange,  
Dark Green, Olympic Blue, Peacock Blue, Matte White, and Matte Black)

Item No.	Quantity	Size	Code No.	Unit Price
48	0	24 » x 50 yds.	<u>NV22450</u>	\$ <u>177.00</u>
49	0	48 » x 50 yds.	<u>NV24850</u>	\$ <u>354.00</u>

**SECTION 1**

**BID SHEETS**

**NON-REFLECTIVE FILM, SCOTCHCAL 3M SERIES 7720  
WITH PRESSURE SENSITIVE ADHESIVE FOR USE IN  
ELECTRONIC CUTTING DEVICES  
(Gloss White and Black)**

Item No.	Quantity	Size	Code No.	Unit Price
50	0	15 » x 50 yds.	<u>NV21550</u>	\$ <u>110.63</u>
51	0	30 » x 50 yds.	<u>NV23050</u>	\$ <u>221.25</u>

SECTION 1

BID SHEETS

NON-REFLECTIVE FILM, SCOTCHCAL 3M SERIES 7720  
WITH PRESSURE SENSITIVE ADHESIVE FOR USE IN  
ELECTRONIC CUTTING DEVICES

(Pearl Grey, Tomato Red, Bright Orange, Yellow, Vivid Blue,  
Deep Mahogany, Indigo, Russet Brown, Sapphire Blue, Tan,  
Kelly Green, Beige, Sunflower Yellow, Light Orange,  
Dark Green, Peacock Blue, Satin Aluminum and Satin Gold)

Item No.	Quantity	Size	Code No.	Unit Price
52	0	15 » x 50 yds.	<u>NV21550</u>	\$ <u>91.69</u>
53	0	30 » x 50 yds.	<u>NV23050</u>	\$ <u>183.38</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within days after receipt of your purchase order.



CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and one Copy of your Proposal.
2. Submit an Original and one Copy of Chart A for Type I Sheeting.
3. Submit an Original and one Copy of Chart B for Type I Sheeting.
4. Address envelope to:  
City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
5. Delivery Address:  
City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
6. Note the following in lower left corner of envelope:

"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2 2020, I bid as follows for:

**SECTION 2**

**Twelve-Month Supply - Type II - Encapsulated Lens Reflective Sheeting  
Materials, Process Colors and Sign Faces**

Term: August 01, 2020 through July 31, 2021

I understand by my signing this bid, I am agreeing to hold firm my bid price for the term stated. It is also understood the quantity ordered may be over or somewhat below the estimated usage stated in the bid. I agree that I have asset to the products I am submitting this bid for, and will adhere to the delivery time stated in the specifications, or the date/time I have stated, if so awarded. My failing to stand behind this agreement could cause a failure to comply statement being placed in my file and my company being placed on probation with the City of Jackson. I do hereby understand and agree.

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: American Traffic Safety Materials Inc

Mailing Address: P. O. Box 1449

City: Orange Park State: Florida Zip Code: 32067-1449

Physical Address, Principal Place of Business: 1272 Harbor Road

City: Green Cove Springs State: Florida Zip Code: 32043

Name of Person Submitting Proposal: Sadie Mangle

Signature of Person Submitting Proposal: Sadie Mangle

Date: July 8, 2019

E-Mail Address: trafficsm@gmail.com (Required)

Telephone No.: 904 1284-1708 Ext 2

Fax No.: 904 1284-8165

**\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**  
**AMERICAN TRAFFIC SAFETY MATERIALS INC**

CHART A

SECTION 2

EFFECTIVE PERFORMANCE LIFE  
FOR TYPE II - ENCAPSULATED LENS SHEETING

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
White			
Yellow			
Red			
Blue			
Green			
Orange			
Brown			

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
Owner Title

**CHART B**

**SECTION 2**

**PERFORMANCE LIFE OF PROCESS COLORS  
FOR TYPE II - ENCAPSULATED LENS SHEETING**

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Blue			
Red				Brown			
Violet				Magenta			
Green				Yellow			
Orange							

Opaque or transparent colors, manufactured by American Traffic Safety Materials, Inc. located at 1272 Harbor Road, Green Cove Springs, FL, used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
owner Title

SECTION 2

Type II - Encapsulated Lens Reflective Sheeting  
Materials, Process Colors and Sign Faces.

BID SHEETS

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

TYPE II - ENCAPSULATED LENS SHEETING  
WITH PRESSURE SENSITIVE ADHESIVE  
(Yellow, Red, Blue, Green, White, Brown and Orange)

Item No.	Quantity	Size	Code No.	Unit Price
1	30	6" x 50 yds.	<u>No Bid</u>	<u>\$ No Bid</u>
2	6	9" x 50 yds.	_____	\$ _____
3	6	12" x 50 yds.	_____	\$ _____
4	3	18" x 50 yds.	_____	\$ _____
5	6	24" x 50 yds.	_____	\$ _____
6	10	30" x 50 yds.	_____	\$ _____
7	2	36" x 50 yds.	_____	\$ _____
8	0	42" x 50 yds.	_____	\$ _____
9	0	48" x 50 yds.	<u>No Bid</u>	<u>\$ No Bid</u>

SECTION 2

BID SHEETS

PROCESS COLORS  
FOR TYPE II - ENCAPSULATED LENS SHEETING

Item No.	Color	Quantity (Gallons)	Code Number	Unit Price (per Gallon)
10	Black	3	<u>No Bid</u>	\$ <u>No Bid</u>
11	Green	1		\$
12	Blue	1		\$
13	Red	2		\$
14	Brown	0		\$
15	Violet	0		\$
16	Yellow	0		\$
17	Clear	2		\$
18	Magenta	0		\$
19	Thinner	1	<u>No Bid</u>	\$ <u>No Bid</u>

SECTION 2

BID SHEETS

REFLECTIVE SHEETING, 3M SERIES 3860  
HIGH INTENSITY GRADE "SCOTCHLITE" PRESSURE SENSITIVE ADHESIVE  
FOR USE IN ELECTRONIC CUTTING DEVICE  
(Silver, Yellow, Red, Orange, Blue, Green and Brown)

Item No.	Quantity	Size	Code No.	Unit Price
20	0	15" x 10 yds.	<u>No Bid</u>	<u>\$ No Bid</u>
21	0	30" x 10 yds.	<u>No Bid</u>	<u>\$ No Bid</u>
22	0	15" x 50 yds.	<u>NVHI1650</u>	<u>\$ 356.25</u>
23	0	30" x 50 yds.	<u>NVHI3050</u>	<u>\$ 712.50</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 10 days after receipt of your purchase order.

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Type III Sheeting.
3. Submit an Original and two Copies of Chart B for Type III Sheeting.
4. Address envelope to:  
City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
5. Delivery Address:  
City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
6. Note the following in lower left corner of envelope:  
"Bid No. 55048-071420 to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020 I bid as follows for:

SECTION 3  
Twelve Month Supply - Type III - Wide Angle Prismatic Retroreflective Sheeting  
Materials and Sign Faces

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: American Traffic Safety Materials Inc  
Mailing Address: P.O. Box 1449  
City: Orange Park State: Florida Zip Code: 32067-1449  
Physical Address, Principal Place of Business: 1272 Harbor Road  
City: Green Cove Springs State: Florida Zip Code: 32043  
Name of Person Submitting Proposal: Sadie Maugle  
Signature of Person Submitting Proposal: Sadie Maugle  
Date: July 8, 2019 E-Mail Address: traffcatsm@gmail.com (Required)  
Telephone No.: 904, 284-1708 Ext. 2 Fax No.: 904, 284-8165

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.

CHART A

SECTION 3

EFFECTIVE PERFORMANCE LIFE  
FOR TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
White			
Yellow			
Red			
Blue			
Green			
Orange			

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
Owner Title



CHART B

SECTION 3

PERFORMANCE LIFE OF PROCESS COLORS  
FOR TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Blue			
Red				Brown			
Violet				Magenta			
Green				Yellow			
Orange							

Opaque or transparent colors, manufactured by American Traffic Safety Materials, Inc located at 1272 Harbor Road Green Cove Springs, Fl., used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: Alan Phillips Corporate Officer of Manufacturer  
Owner Title

**SECTION 3**

**Type III - Wide Angle Prismatic Lens Reflective Sheeting  
Materials and Sign Faces**

**BID SHEETS**

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

**TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING  
WITH PRESSURE SENSITIVE ADHESIVE  
(Yellow, Red, Blue, Green, White, and Orange)**

Item No.	Quantity	Size	Code No.	Unit Price
1	0	9" x 50 yds.	<u>No Bid</u>	\$ <u>No Bid</u>
2	0	12" x 50 yds.		\$
3	0	18" x 50 yds.		\$
4	0	24" x 50 yds.		\$
5	0	30" x 50 yds.		\$
6	0	36" x 50 yds.		\$
7	0	42" x 50 yds.		\$
8	0	48" x 50 yds.	<u>No Bid</u>	\$ <u>No Bid</u>

**SECTION 3  
 BID SHEETS**

**TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING  
 RETROREFLECTIVE SIGN FACES  
 WITH PRESSURE SENSITIVE ADHESIVES**

Item No.	Color	Quantity	Size	Code No.	Unit Price
9	STOP (R1-1)	10	30" x 30"	<u>No Bid</u>	<u>\$ No Bid</u>
10	STOP (R1-1)	10	36" x 36"		\$
11	YIELD (R1-2)	0	30" x 30" x 30"		\$
12	YIELD (R1-2)	0	36" x 36" x 36"		\$
13	4-WAY (R1-3(4))	4	12" x 6"		\$
14	ALL WAY (R1-4)	4	18" x 6"		\$
15	DO NOT ENTER (R5-1)	4	30" x 30"		\$
16	DO NOT ENTER (R5-1)	0	36" x 36"		\$
17	WRONG WAY (R5-1A)	0	36" x 24"		\$
18	STOP AHEAD SYMBOL (W3-1A)	0	36" X 36"		\$
19	YIELD AHEAD SYMBOL (W3-2A)	0	36" X 36"		\$
20	SIGNAL AHEAD SYMBOL (W3-3)	0	36" X 36"	<u>No Bid</u>	<u>\$ No Bid</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid is valid for 60 days after bid opening, to make an award or this bid is good for the term of the bid stated if a term bid. If bid is good for longer than 60 days for an award, then state how long this bid is good for 90 days.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 10 days after receipt of your purchase order.

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Construction Sheeting
3. Address envelope to:  
City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
4. Delivery Address:  
City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
5. Note the following in lower left corner of envelope:  
"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020 I bid as follows for:

SECTION 4

Twelve-Month Supply - Encapsulated Lens Reflective Construction Sheeting

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: American Traffic Safety Materials

Mailing Address: P.O. Box 1449

City: Orange Park State: Florida Zip Code: 32067-1449

Physical Address, Principal Place of Business: 1272 Harbor Road

City: Green Cove Springs State: Florida Zip Code: 32043

Name of Person Submitting Proposal: Sadie Mangle

Signature of Person Submitting Proposal: Sadie Mangle

Date: July 8, 2019

E-Mail Address: trafficsm@gmail.com <sup>(Required)</sup>













Telephone No.: 904-284-1708 EXT. 2 Fax No.: 904-284-8165

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.

CHART A

**SECTION 4**

**EFFECTIVE PERFORMANCE LIFE  
FOR ENCAPSULATED LENS CONSTRUCTION SHEETING**

Sheeting Color	* Original Coefficient of Retroreflectivity	* Coefficient of Performance Life (Years)	Retroreflectivity after Effective Performance Life
White			
Yellow			
Red			
Orange			

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: ALAN PHILLIPS Corporate Officer of Manufacturer

Owner Title

**SECTION 4**

**Encapsulated Lens Reflective Construction Sheeting**

**BID SHEETS**

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

**PRESSURE SENSITIVE PRESTRIPED ENCAPSULATED LENS  
REFLECTIVE CONSTRUCTION BARRICADE SHEETING  
(Orange/White)**

Item No.	Description	Quantity	Size	Code No.	Unit Price
1	4" STRIPE/LEFT	0	6" x 50 yds.	<u>No Bid</u>	<u>\$ No Bid</u>
2	4" STRIPE/LEFT	0	8" x 50 yds.		\$
3	4" STRIPE/LEFT	0	12" x 50 yds.		\$
4	4" STRIPE/RIGHT	0	6" x 50 yds.		\$
5	4" STRIPE/RIGHT	6	8" x 50 yds.		\$
6	4" STRIPE/RIGHT	0	12" x 50 yds.		\$
7	6" STRIPE/LEFT	6	6" x 50 yds.		\$
8	6" STRIPE/LEFT	6	8" x 50 yds.		\$
9	6" STRIPE/LEFT	0	12" x 50 yds.		\$
10	6" STRIPE/RIGHT	6	6" x 50 yds.		\$
11	6" STRIPE/RIGHT	2	8" x 50 yds.		\$
12	6" STRIPE/RIGHT	0	12" x 50 yds.	<u>No Bid</u>	<u>\$ No Bid</u>

SECTION 4

BID SHEETS

PRESSURE SENSITIVE SOLID COLOR ENCAPSULATED LENS  
REFLECTIVE CONSTRUCTION SHEETING FOR RIGID SUBSTRATE  
(Orange, Yellow and White)

Item No.	Description	Quantity	Size	Code No.	Unit Price
13	4" SOLID	0	4" x 50 yds.	<u>No Bid</u>	\$ <u>No bid</u>
14	6" SOLID	0	6" x 50 yds.		\$
15	18" SOLID	0	18" x 50 yds.		\$
16	24" SOLID	0	24" x 50 yds.		\$
17	30" SOLID	0	30 x 50 yds.		\$
18	36" SOLID	0	36 x 50 yds.		\$
19	48" SOLID	0	48 x 50 yds.	<u>No Bid</u>	\$ <u>No Bid</u>

**BID SHEETS**

**PRESSURE SENSITIVE SOLID COLOR ENCAPSULATED LENS  
FLEXIBLE REFLECTIVE CONSTRUCTION SHEETING FOR DRUMS  
(Orange, Yellow and White)**

Item No.	Description	Quantity	Size	Code No.	Unit Price
20	4" SOLID	0	4" x 50 yds.	<u>No bid</u>	\$ <u>No bid</u>
21	6" SOLID	0	6" x 50 yds.	<u>/</u>	\$ <u>/</u>
22	8" SOLID	0	8" x 50 yds.	<u>No bid</u>	\$ <u>No bid</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 10 days after receipt of your purchase order.



CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Vehicle Markings
3. Submit an Original and two Copies of Chart B for Vehicle Markings
4. Submit an Original and two Copies of Chart C for Vehicle Markings
5. Address envelope to:  
City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
6. Delivery Address:  
City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
7. Note the following in lower left corner of envelope:

"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020 I bid as follows:

SECTION 5  
Twelve-Month Supply - Reflective Vehicle Markings  
Materials and Process Colors

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT

Company Complete Legal Name: American Traffic Safety Materials Inc  
Mailing Address: P.O. Box 1449  
City: Orange Park State: Florida Zip Code: 32067-1449  
Physical Address, Principal Place of Business: 1272 Harbor Road  
City: Green Cove Springs State: Florida Zip Code: 32043  
Name of Person Submitting Proposal: Sadie Maugle  
Signature of Person Submitting Proposal: Sadie Maugle  
Date: July 8, 2019 E-Mail Address: traffcatsm@gmail.com (Required)  
Telephone No.: 904-284-1708 EXT. 2 Fax No.: 904-284-8165

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have preparing in the EBO Application.

CHART A

SECTION 5

EFFECTIVE PERFORMANCE LIFE  
FOR REFLECTIVE REMOVABLE VEHICLE  
MARKING SHEETING

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
White			
Yellow			
Red			
Gold			
Blue			
Green			
Lemon Yellow			
Ruby Red			
Orange			
"C" Black			

\* Candela per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: ALAN Phillipps Corporate Officer of Manufacturer  
owner Title

**CHART B**

**SECTION 5**

**PERFORMANCE LIFE OF TRANSPARENT PROCESS COLORS  
FOR REFLECTIVE REMOVABLE VEHICLE MARKING SHEETING**

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Orange			
Green				Magenta			
Blue				Yellow			
Red				Lemon Yellow			
Clear Coat							

Transparent colors manufactured by American Traffic Safety Materials, Inc. located at 1272 Harbor Road Green Cove Springs, FL, used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: Alan Phillips Corporate Officer of Manufacturer  
Owner Title

CHART C

SECTION 5

PERFORMANCE LIFE OF OPAQUE PROCESS COLORS  
FOR REFLECTIVE REMOVABLE VEHICLE  
MARKING SHEETING

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Yellow			
Blue				White			
Gold Metallic				Blue Violet			
Red Violet				Lemon Yellow			
Red Toned Blue				Deep Red			
Bright Red				Thinner			

Opaque colors manufactured by American Traffic Safety Materials, Inc. located at 1272 Harbor Road Green Cove Springs, Fl. used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
Owner Title

**SECTION 5**

**Reflective Vehicle Markings  
Materials and Process Colors**

**BID SHEETS**

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

REFLECTIVE SHEETING, 3<sup>M</sup> SERIES 690, FLEXIBLE,  
FOR USE WITH VEHICLE MARKINGS  
(White, Yellow, Red, Gold, Blue, Green, Lemon Yellow,  
Ruby Red, Orange, and "C" Black)

Item No.	Quantity	Size	Code No.	Unit Price
1	40	1/2" x 50 yds.	<i>No Bid</i>	\$ <i>No Bid</i>
2	0	1" x 50 yds.		\$
3	10	2" x 50 yds.		\$
4	20	3" x 50 yds.		\$
5	15	4" x 50 yds.		\$
6	0	5" x 50 yds.		\$
7	0	6" x 50 yds.		\$
8	0	7" x 50 yds.		\$
9	0	8" x 50 yds.		\$
10	0	9" x 50 yds.		\$
11	0	10" x 50 yds.		\$
12	0	11" x 50 yds.		\$
13	0	12" x 50 yds.		\$
14	15	13" x 50 yds.		\$
15	0	14" x 50 yds.		\$
16	0	15" x 50 yds.		\$
17	0	16" x 50 yds.		\$
18	0	17" x 50 yds.		\$
19	0	18" x 50 yds.		\$
20	0	19" x 50 yds.		\$
21	0	20" x 50 yds.		\$
22	0	21" x 50 yds.		\$
23	0	22" x 50 yds.		\$
24	0	23" x 50 yds.		\$
25	0	24" x 50 yds.	<i>No Bid</i>	\$ <i>No Bid</i>

SECTION 5

BID SHEETS

TRANSPARENT PROCESS COLORS FOR 3<sup>M</sup> SERIES 690 FLEXIBLE,  
FOR USE ON VEHICLE MARKINGS

Item No.	Color	Quantity (gallons)	Code No.	Unit Price
26	Black	2	<u>No Bid</u>	<u>\$ No Bid</u>
27	Orange	0		\$
28	Green	0		\$
29	Magenta	0		\$
30	Blue	1		\$
31	Yellow	0		\$
32	Red	2		\$
33	Lemon Yellow	0		\$
34	Clear Coat	4	<u>No Bid</u>	<u>\$ No Bid</u>

SECTION 5

BID SHEETS

OPAQUE PROCESS COLORS FOR 3<sup>M</sup> SERIES 690 FLEXIBLE,  
FOR USE ON VEHICLE MARKINGS

Item No.	Color	Quantity (gallons)	Code No.	Unit Price
35	Yellow	0	<i>No bid</i>	\$ <i>No bid</i>
36	White	0		\$
37	Black	2		\$
38	Dark Green	0		\$
39	Blue	1		\$
40	Gold Metallic	0		\$
41	Blue Violet	0		\$
42	Red Violet	0		\$
43	Red Toned Blue	0		\$
44	Deep Red	0		\$
45	Bright Red	0		\$
46	Thinner	2	<i>No bid</i>	\$ <i>No bid</i>

**SECTION 5**

**BID SHEETS**

**REFLECTIVE VEHICLE CONSPICUITY SHEETING, 3<sup>M</sup> SERIES 980, FLEXIBLE,  
FOR USE WITH VEHICLE MARKINGS**

Item No.	Color	Quantity	Size	Code No.	Unit Price
47	Red/White	0	2" x 50 yds.	<u>No Bid</u>	\$ <u>No Bid</u>
48	Red/White	0	3" x 50 yds.		\$
49	Red/White	0	4" x 50 yds.		\$
50	White	0	2" x 50 yds.		\$
51	White	0	3" x 50 yds.		\$
52	White	0	4" x 50 yds.		\$
53	orange/white	0	2" x 50 yds.		\$
54	orange/white	0	3" x 50 yds.		\$
55	orange/white	8	4" x 50 yds.		\$
56	yellow/white *	0	2" x 50 yds.		\$
57	yellow/white *	0	3" x 50 yds.		\$
58	yellow/white *	0	4" x 50 yds.		\$
59	yellow/black *	0	2" x 50 yds.		\$
60	yellow/black *	0	3" x 50 yds.		\$
61	yellow/black *	0	4" x 50 yds.	<u>No Bid</u>	\$ <u>No Bid</u>

\* When (and if) available.

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 10 days after receipt of your purchase order.



CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for HIP
3. Submit an Original and two Copies of Chart B for HIP
4. Submit an Original and two Copies of Chart A for DG3
5. Submit an Original and two Copies of Chart B for DG3
6. Address envelope to: City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
7. Delivery Address: City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
8. Note the following in lower left corner of envelope:  
"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020, I bid as follows:

SECTION 6

Twelve-Month Supply - Retroreflective Traffic Sign Faces

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT

Company Complete Legal Name: American Traffic Safety Materials, Inc

Mailing Address: P.O. Box 1449

City: Orange Park State: Florida Zip Code: 32067-1449

Physical Address, Principal Place of Business: 1272 Harbor Road

City: Green Cove Springs State: Florida Zip Code: 32043

Name of Person Submitting Proposal: Sadie Maugle

Signature of Person Submitting Proposal: Sadie Maugle

Date: July 8, 2019

E-Mail Address: trafficatm@gmail.com (Required)

Telephone No.: 904 1284-1708 Ext. 2 Fax No.: 904 1284-8165

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have preparing in the EBO Application.

CHART A

SECTION 6

EFFECTIVE PERFORMANCE LIFE  
HIP

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
SEE ATTACHED PRODUCT BULLETIN			
White			
Yellow			
Red			
Blue			
Green			
Orange			
Brown			

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: Alan Phillips Corporate Officer of Manufacturer  
Owner Title

CHART A

SECTION 6

EFFECTIVE PERFORMANCE LIFE  
HIP

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
White			
Yellow			
Red			
Blue			
Green			
Orange			

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: Alan Phillips Corporate Officer of Manufacturer

Owner Title

CHART B

SECTION 6

PERFORMANCE LIFE OF PROCESS COLORS  
HIP

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Blue			
Red				Brown			
Violet				Magenta			
Green				Yellow			
Orange							

Opaque or transparent colors, manufactured by American Traffic Safety Materials, Inc located at 1272 Harbor Road Green Cove Springs, FL used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: ALAN PHILLIPS Corporate Officer of Manufacturer  
Owner Title

CHART A

SECTION 6

EFFECTIVE PERFORMANCE LIFE  
DG3

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
White			
Yellow			
Red			
Blue			
Green			
Orange			

\* Candelas per Foot Candle per Sq Ft. at .2° obser. And -4° entrance.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
Owner Title

CHART B

SECTION 6

PERFORMANCE LIFE OF PROCESS COLORS  
DG3

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Blue			
Red				Brown			
Violet				Magenta			
Green				Yellow			
Orange							

Opaque or transparent colors, manufactured by American Traffic Safety Materials Inc located at 1272 Harbor Road Green Cove Springs, Fl., used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
Owner Title

**SECTION 6**

**Retroreflective Traffic Sign Faces**

**BID SHEETS**

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order.

**TYPE II - ENCAPSULATED LENS SHEETING  
RETROREFLECTIVE SIGN FACES  
WITH PRESSURE SENSITIVE ADHESIVES**

Item No.	Color	Quantity	Size	Code No.	Unit Price
1	STOP (R1-1)	100	24" x 24"	<i>No bid</i>	<i>\$ No Bid</i>
2	STOP (R1-1)	200	30" x 30"		\$
3	STOP (R1-1)	10	36" x 36"		\$
4	YIELD (R1-2)	25	30" x 30" x 30"		\$
5	YIELD (R1-2)	0	36" x 36" x 36"		\$
6	4-WAY (R1-3(4))	0	12" x 6"		\$
7	ALL WAY (R1-4)	0	18" x 6"		\$
8	DO NOT ENTER (R5-1)	60	30" x 30"		\$
9	DO NOT ENTER (R5-1)	0	6" x 36"		\$
10	WRONG WAY (R5-1A)	5	0" x 18"		\$
11	WRONG WAY (R5-1A)	5	36" x 24"	<i>No bid</i>	<i>\$ No Bid</i>

12	"Reserved Parking" With Symbol (R7-8)	5	12" x 18"	<u>No Bid</u>	\$ <u>No Bid</u>
13	STOP AHEAD SYMBOL (W3-1A)	10	30" X 30"		\$
14	STOP AHEAD SYMBOL (W3-1A)	10	36" X 36"		\$
15	YIELD AHEAD SYMBOL (W3-2A)	0	36" X 36"		\$
16	SIGNAL AHEAD SYMBOL (W3-3)	10	36" X 36"	<u>No Bid</u>	\$ <u>No Bid</u>



SECTION 6

BID SHEETS

TYPE III - WIDE ANGLE PRISMATIC LENS SHEETING  
RETROREFLECTIVE SIGN FACES  
WITH PRESSURE SENSITIVE ADHESIVES

Item No.	Color	Quantity	Size	Code No.	Unit Price
17	STOP (R1-1)	10	30" x 30"	<u>No Bid</u> <i>Sm</i>	\$ <u>No Bid</u>
18	STOP (R1-1)	10	36" x 36"		\$
19	YIELD (R1-2)	5	30" x 30" x 30"		\$
20	YIELD (R1-2)	0	36" x 36" x 36"		\$
21	4-WAY (R1-3(4))	4	12" x 6"		\$
22	ALL WAY (R1-4)	4	18" x 6"		\$
23	DO NOT ENTER (R5-1)	4	30" x 30"		\$
24	DO NOT ENTER (R5-1)	0	36" x 36"		\$
25	WRONG WAY 1A)	0	36" x 24"		\$ (R5-
26	STOP AHEAD SYMBOL (W3-1A)	0	36" X 36"		\$
27	YIELD AHEAD SYMBOL (W3-2A)	0	36" X 36"		\$
28	SIGNAL AHEAD SYMBOL (W3-3)	0	36" X 36"	<u>No Bid</u>	\$ <u>No Bid</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 10 days after receipt of your purchase order.

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

NOTICE TO BIDDER:

Failure to submit a response to three consecutive bid invitations on any item(s) within a class may cause the Purchasing Division to discontinue sending bid invitations to your company for that particular item(s). The submission of a "NO BID" will not be considered a response.

INSTRUCTIONS:

1. Submit an Original and two (2) Copies of your Proposal.
2. Submit an Original and two Copies of Chart A for Electronically Cut table Film
3. Submit an Original and two Copies of Chart B for Electronically Cut table Film
4. Address envelope to:  
City Clerk's Office of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205
5. Delivery Address:  
City Clerk's Office of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39201
6. Note the following in lower left corner of envelope:

"Bid No. 55048-071420; to be opened July 14, 2020"

In accordance with your Notice of June 25 & July 2, 2020 I bid as follows:

**SECTION 7**

**Twelve-Month Supply - Electronically Cuttable Film**

Term: August 01, 2020 through July 31, 2021

"Bid Agreement Applies"

BID SUBMITTED IN DUPLICATE BY:  
PLEASE TYPE OR PRINT

Company Complete Legal Name: American Traffic Safety Materials, Inc

Mailing Address: P.O. 1449

City: Orange Park State: Florida Zip Code: 32067-1449

Physical Address, Principal Place of Business: 1272 Harbor Road

City: Green Cove Springs State: Florida Zip Code: 32043

Name of Person Submitting Proposal: Sadie Maugle

Signature of Person Submitting Proposal: Sadie Maugle

Date: July 8, 2019 E-Mail Address: traffic@asm@gmail.com (Required)

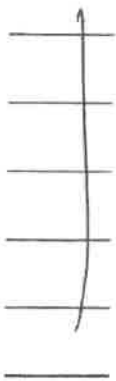
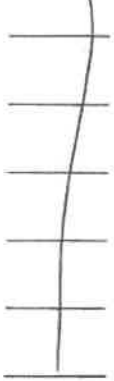
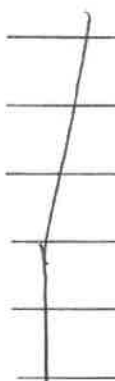











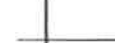
Telephone No.: 904-284-1708 Ext. 2 Fax No.: 904-284-8165

\*\*The (EBO) Application form must be completed by all vendors and returned with all bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have preparing in the EBO Application.

CHART A

SECTION 7

ELECTRONICALLY CUTTABLE FILMS FOR USE ON  
RETROREFLECTIVE SHEETING

Sheeting Color	* Original Coefficient of Retroreflectivity	Performance Life (Years)	* Coefficient of Retroreflectivity after Effective Performance Life
Black			
Yellow			
Red			
Blue			
Green			
Orange			

\* Candelas per Foot Candle per Sq. Ft. at .2° obser. And -4° entrance.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
Owner Title

CHART B

SECTION 7

ELECTRONICALLY CUTTABLE FILMS FOR USE ON  
RETROREFLECTIVE SHEETING

Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)	Process Color	Code No.	Performance Life (Years)	Drying Time (Hrs.)
Black				Blue			
Red				Brown			
Green				Yellow			
Blue							

Opaque or transparent colors, manufactured by American Traffic Safety Materials, Inc located at 1272 Harbor Road Green Cove Springs, Fl. 32043, used in the screen process have a performance life in years, and drying time in hours as indicated above when used on the reflective sheeting bid elsewhere in the specification. I hereby certify and acknowledge that these process colors: 1) are fully compatible with the reflective sheeting being bid, 2) are recommended by the sheeting manufacturer, and 3) are subject to the same warranty requirements as the sheeting.

Attested to: ALAN Phillips Corporate Officer of Manufacturer  
Owner Title

**SECTION 7**

**Electronically Cuttable Film**

**BID SHEET**

Bid Number 55048-071420

NOTE: The quantities specified are not actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the city. Manufacturer's Code Numbers and Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases. Color of rolls to be listed on purchase order

**ELECTRONICALLY CUTTABLE FILMS FOR USE ON  
RETROREFLECTIVE SHEETING  
(Black, Green, Red, Orange, Blue, Brown and Yellow)**

Item No.	Quantity	Size	Code No.	Unit Price
1	5	24" x 50 yds	<u>NVP172450</u>	<u>\$268.50</u>
2	20	30" x 50 yds	<u>NVP173050</u>	<u>\$335.63</u>
3	5	36" x 50 yds	<u>NVP173650</u>	<u>\$402.75</u>
4	5	48" x 50 yds	<u>NVP174850</u>	<u>\$537.00</u>

**CLEAR PREMASKING TAPE**

5	25	48" x 100 yds (Cut as requested see 8.0)	<u>PMDEAL</u> <u>100-C2</u>	<u>\$156.34</u>
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The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The above will be delivered F.O.B. prepaid and allowed, Jackson, Mississippi, within 10 days after receipt of your purchase order.



OFFICE OF THE CITY ATTORNEY  
108-5  
19B0101.902

**ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902 SRF# DWI-L250008-01 (CITYWIDE)**

**WHEREAS**, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, on September 3, 2019 for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates an Finished Water Control, Valve Installation Project in an amount not to exceed \$516,200.00; and

**WHEREAS**, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc, to start work on December 9, 2019; and

**WHEREAS**, the City Council approved Change Order No. 1 on May 12, 2020; and

**WHEREAS**, Change Order No. 2 is only a final change of scope regarding unit line items, and not additional money; and

**WHEREAS**, the Department of Public works recommends approval of Final/Change Order No. 2 and authorizing final payment to Hemphill Construction Company, Inc, in the amount of \$142,048.51; and

**WHEREAS**, the bonding company Federal Insurance Company, Attorney-in-fact, surety on performance of he said contract, has authorized release of payment of money due under said contract; and

**IT IS, THEREFORE, ORDERED** that Change Order No. 2/Final to the contract of Hemphill Construction Company, Inc, is authorized.

**IT IS, FURTHER, ORDERED** that the City make final payment in the amount of \$142,048.51 and release all securities held to Hemphill Construction Company, Inc, for all work completed and materials furnished under this contract and the City Clerk publish Notice of Completion for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project, City Project Number 19B0101, SRF# DWI-L250008-01.

**ITEM #** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**BY:** **WILLIAMS, MILLER, LUMUMBA**

Agenda Item # 24  
Agenda Date August 4, 2020


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

**July 15, 2020**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902 SRF# DWI-L250008-01 (CITYWIDE)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	<b>Who will be affected</b>	Residents and businesses within the City of Jackson Corporate Limits
4.	<b>Benefits</b>	Water Infrastructure
5.	<b>Schedule (beginning date)</b>	When contracts are executed.
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	<b>COST</b>	Final Cost: \$557,573.00 Final Payment: \$142,048.51
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0101-902-6485
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A _____ AABE _____%      WAIVER    yes ___ no ___      N/A _____ WBE _____%      WAIVER    yes ___ no ___      N/A _____ HBE _____%      WAIVER    yes ___ no ___      N/A _____ NABE _____%      WAIVER    yes ___ no ___      N/A _____



## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba  
**From:** Robert K. Miller   
Director  
**Date:** July 15, 2020  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute Final Payment/Change Order No. 2 to the construction contract with Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates an Finished Water Control, Valve Installation Project. The Contractor (Hemphill Construction Company, Inc.) has completed the work. We are also in agreement to approve the final payment in the amount not to exceed \$142,048.51.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1789  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
19B0101.902  
9/28/20

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902 SRF# DWI-L25008-01 (CITYWIDE) is legally sufficient for placement in NOVUS Agenda.



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

9/28/20

DATE

<b>PERIODIC ESTIMATE FOR PARTIAL PAYMENT</b>	HCC Project # H19083	Purchase Order #
Name of Project: OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Pump Control Valve Installation Project Location of Project: Jackson, MS	Periodic Estimate No. 6 Revised Final  Period 6/1/2020 - 6/30/2020	
Name and Address of Owner:  City of Jackson, Mississippi C/O Comerstone Engineering, LLC 710 Northside Drive Suite A Clinton, MS 39056 Attn: Mauricka McKenzie	Name and Address of Contractor:  Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073	

**Schedule of Contract Change Orders**

(List every change order issued to date of this request even if no work has been done under one or more such orders.)

Contract Change Order No. (1)	Date (2)	Description (3)	Additions to Contract Price as Shown on Change Order (4)	Deductions from Contract Price as Shown on Change Order (5)
1	4/15/2020	Block flow, temporary channel screen, extra mobilization	\$41,373.00	
<b>Totals</b>			<b>\$41,373.00</b>	<b>\$0.00</b>

**Analysis of Adjusted Contract Amount**

(a)	Original Contract Amount	\$516,200.00
(b)	Plus: Additions Scheduled in Column 4 Above	\$41,373.00
(c)	Less: Deductions Scheduled in Column 5 Above	\$0.00
(d)	<b>Adjusted Contract Amount to Date</b>	<b>\$557,573.00</b>

**Analysis of Work Performed to Date**

(a)	Cost of Original Contract Work Performed to Date	\$516,200.00
(b)	Extra Work Performed to Date by Change Order	\$41,373.00
(c)	Total Cost of Work Performed to Date	\$557,573.00
(d)	Add: Materials Stored at Close of Period	\$0.00
(e)	Subtotal of (c) and (d)	\$557,573.00
(f)	Less: Retainage (CD)	\$0.00
(g)	Subtotal of (e) and (f)	\$557,573.00
(h)	Less: Amount of Previous Estimates	\$415,524.49
(i)	<b>Amount Due This Estimate</b>	<b>\$142,048.51</b>

<b>Certificate of Contractor</b>	<b>Recommendation of Engineer / Owner</b>
<p>According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.</p> <p align="center">HEMPHILL CONSTRUCTION COMPANY, INC. (Contractor)</p> <p>By: <u>Vic Briones</u> Title: <u>Vice President</u> Date: <u>June 30, 2020</u></p>	<p>This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.</p> <p align="center">CORNERSTONE ENGINEERING, LLC (Engineer)</p> <p>By: <u>[Signature]</u> Recommended Amount: <u>\$142,048.51</u> Date: <u>7/15/20</u></p> <p align="center">CITY OF JACKSON, MISSISSIPPI (Owner)</p> <p>By: _____ Recommended Amount: _____ Date: _____</p>

Maple and Location of Project:  
 OB Curtis Water Treatment Plant  
 Raw Water Screens, Sluice Gates and Finished  
 Water Pump Control Valve Installation Project  
 Jackson, MS  
 Name and Address of Subcontractor:  
 Hamphill Construction Company, Inc.  
 P.O. Drawer #79  
 Florence, MS 38078

Periodic Estimate No. 6 Revised Final  
 Period 6/1/2020 - 6/30/2020

Item No.	Description of Item	Contract Quantity	Unit	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Cost of Work	% Comp.
<b>Schedule A - General - Installation of Raw Water Screens</b>													
A1	Installation	1	LS	\$25,000.00	\$25,000.00	1.00	0.00	1.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	100%
A2	Removal and Disposal of Existing Raw Water Screens	1	LS	\$44,100.00	\$44,100.00	0.50	0.50	1.00	\$22,050.00	\$22,050.00	\$44,100.00	\$0.00	100%
A3	Reinstall Electrical Connections	1	LS	\$3,400.00	\$3,400.00	0.50	0.50	1.00	\$1,700.00	\$1,700.00	\$3,400.00	\$0.00	100%
A4	Reinstall Raw Water Screen (for Complete Relift)	2	EA	\$37,725.00	\$75,450.00	1.00	1.00	2.00	\$37,725.00	\$37,725.00	\$75,450.00	\$0.00	100%
A5	Provide and Install Bottom U-Striped Wear Bar and Bottom Seals for Both Screens	1	LS	\$7,180.00	\$7,180.00	0.50	0.50	1.00	\$3,590.00	\$3,590.00	\$7,180.00	\$0.00	100%
A6	Demolition	1	LS	\$2,900.00	\$2,900.00	0.00	0.00	1.00	\$0.00	\$2,900.00	\$2,900.00	\$0.00	100%
A7	Install New Control Panels	2	EA	\$18,800.00	\$37,600.00	1.00	1.00	2.00	\$18,800.00	\$18,800.00	\$37,600.00	\$0.00	100%
A8	Provide Complete Lx (See Appendix I) and Install Lower Screen Replacement Parts for Both Units	1	LS	\$105,485.00	\$105,485.00	0.50	0.50	1.00	\$52,742.50	\$52,742.50	\$105,485.00	\$0.00	100%
A9	Provide 3 Weeks of Field Service Supervision by a Microcomputer Manufacturer's Representative During Installation	1	LS	\$52,000.00	\$52,000.00	0.50	0.50	1.00	\$26,000.00	\$26,000.00	\$52,000.00	\$0.00	100%
A10	Allowance (For Unforeseen Parts and Adjustments to the System)	1	LS	\$50,000.00	\$50,000.00	1.00000	0.00000	1.00000	\$50,000.00	\$0.00	\$50,000.00	\$0.00	100%
<b>Subtotal Estimated Construction Cost - Schedule A</b>					<b>\$408,415.00</b>				<b>\$247,674.17</b>	<b>\$157,344.33</b>	<b>\$408,415.00</b>	<b>\$0.00</b>	<b>100%</b>
<b>Schedule B - Installation of Sluice Gates</b>													
B1	Remove Existing Sluice Gates	1	LS	\$11,980.00	\$11,980.00	1.00	0.00	1.00	\$11,980.00	\$0.00	\$11,980.00	\$0.00	100%
B2	Install New Sluice Gates, Storm, Storm Gables, Pedestal and City Gate Mechanism (Labor Only)	3	EA	\$4,520.00	\$13,560.00	3.00	0.00	3.00	\$4,520.00	\$0.00	\$13,560.00	\$0.00	100%
B3	Install Pedestals and Lift Gate Mechanism at Ross Barrick Reservoir Inside Structure	5	EA	\$850.00	\$4,250.00	0.00	5.00	5.00	\$0.00	\$4,250.00	\$4,250.00	\$0.00	100%
B4	Perform Structural Repair of Sluice Gates (72") Concrete Support	1	LS	\$28,200.00	\$28,200.00	0.00	1.00	1.00	\$0.00	\$28,200.00	\$28,200.00	\$0.00	100%
B5	Allowance (For Unforeseen Parts and Adjustments to the System)	1	LS	\$40,000.00	\$40,000.00	1.00000	0.00000	1.00000	\$40,000.00	\$0.00	\$40,000.00	\$0.00	100%
<b>Subtotal Estimated Construction Cost - Schedule B</b>					<b>\$86,470.00</b>				<b>\$86,470.00</b>	<b>\$30,950.00</b>	<b>\$86,470.00</b>	<b>\$0.00</b>	<b>100%</b>
<b>Schedule C - Installation of Butterfly Valve Gearbox</b>													
C1	Remove and Disassemble Existing Gearbox (HSP #2)	1	LS	\$1,235.00	\$1,235.00	0.00	1.00	1.00	\$0.00	\$1,235.00	\$1,235.00	\$0.00	100%
C2	Install New Gearbox (HSP #2)	1	EA	\$3,080.00	\$3,080.00	0.00	1.00	1.00	\$0.00	\$3,080.00	\$3,080.00	\$0.00	100%
C3	Allowance (For Unforeseen Parts and Adjustments to the System)	1	LS	\$10,000.00	\$10,000.00	0.8991	0.0009	1.0000	\$8,991.00	\$909.00	\$10,000.00	\$0.00	100%
<b>Subtotal Estimated Construction Cost - Schedule C</b>					<b>\$14,315.00</b>				<b>\$8,991.00</b>	<b>\$4,524.00</b>	<b>\$14,315.00</b>	<b>\$0.00</b>	<b>100%</b>
<b>Total Original Contract</b>					<b>\$916,200.00</b>				<b>\$322,495.17</b>	<b>\$198,714.83</b>	<b>\$916,200.00</b>	<b>\$0.00</b>	<b>100.00%</b>
<b>Change Order #1</b>													
CO 1-A	Block Flow for the Owner	1.00	LS	\$15,188.00	\$15,188.00	1.00	0.00	1.00	\$15,188.00	\$0.00	\$15,188.00	\$0.00	100%
CO 1-B	Contract end Provide a Temporary Channel Screen	1.00	EA	\$16,213.00	\$16,213.00	1.00	0.00	1.00	\$16,213.00	\$0.00	\$16,213.00	\$0.00	100%
CO 1-C	Extra Modification due to Broken Valves to Stop Flow to Plant	1.00	LS	\$9,982.00	\$9,982.00	1.00	0.00	1.00	\$9,982.00	\$0.00	\$9,982.00	\$0.00	100%
<b>Total Change Order #1</b>					<b>\$41,373.00</b>				<b>\$41,373.00</b>	<b>\$0.00</b>	<b>\$41,373.00</b>	<b>\$0.00</b>	<b>100.00%</b>
<b>Total Current Contract</b>					<b>\$557,573.00</b>				<b>\$383,868.17</b>	<b>\$193,714.83</b>	<b>\$557,573.00</b>	<b>\$0.00</b>	<b>100.00%</b>





P.O. Drawer 879  
Florence, MS 39073-0879

Phone: 601-932-2060  
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY

Owner: City of Jackson, Mississippi  
P.O. Box 17  
Jackson, MS 39205

Prime Contractor: Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

Project: OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and  
Finished Water Pump Control Valve Installation Project

Completion Date: July 1, 2020

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.

Vic Borromeo  
Vice President

Subscribed and sworn to me this date:

9th day of July, 2020.

  
Notary, Mary Beth Harrison

My Commission Expires March 16, 2024.

*The difficult we do immediately, the impossible takes a little longer!*

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

TO OWNER:  
City of Jackson, Mississippi  
C/O  
Cornerstone Engineering, LLC  
710 Northside Drive, Suite A  
Clinton, MS 39056

Attn: Mauricka McKenzie

PROJECT NAME: OB Curtis Water Treatment  
Plant Raw Water Screens, Sluice Gates and  
Finished Water Pump Control Valve Installation  
Project

PROJECT ADDRESS: Jackson, MS

ARCHITECT'S PROJECT NUMBER: NA

CONTRACT FOR: General Construction

CONTRACT DATED: September 23, 2019

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STATE OF MISSISSIPPI  
COUNTY OF RANKIN

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to asset liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Conditional Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR:

Hemphill Construction Company, Inc.

BY: Vic Borromeo  
Authorized Representative

Vic Borromeo, Vice President  
Printed Name and Title

Subscribed and sworn to before me on this  
date: July 9, 2020



Mary Beth Harrison  
Notary Public

My Commission Expires: March 16, 2024

**CONTRACTOR'S CONDITIONAL RELEASE OF WAIVERS OF LIENS**

TO: City of Jackson, Mississippi  
C/O  
Cornerstone Engineering, LLC  
710 Northside Drive, Suite A  
Clinton, MS 39056

Attn: Mauricka McKenzie

We, the undersigned, are General Contractor furnishing services, labor, and/or material for:

Project: OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Pump Control Valve Installation Project

Draw/Application #: 6 Revised Final

Applicable Period: 6/1/2020 – 6/30/2020

For good and valuable consideration, receipt of which is hereby acknowledged, we hereby acknowledge full payment for services rendered, work performed, and/or materials furnished with regard to the above project.

The undersigned warrants that all laborers and furnishers employed by them upon said project have been fully paid for all work performed.

It is further understood and agreed that our signature to this agreement constitutes a full release of all claims, a waiver of lien rights against said project, and an acknowledgment of payment in full for work performed.

WITNESS my signature this 9<sup>th</sup> day of July, 2020.

CONTINGENT ON PAYMENT OF \$142,048.51 and the release of \$13,000.00 certificate of deposit.

Hemphill Construction Company, Inc.

By: Vic Borromeo  
Name: Vic Borromeo  
Its: Vice President

STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9<sup>th</sup> day of July, 2020, within my jurisdiction, the within named Vic Borromeo, who acknowledged that he is Vice President of Hemphill Construction Company, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Mary Beth Harris  
(NOTARY PUBLIC)



Commission expires: March 16, 2024





P.O. Drawer 879  
Florence, MS 39073-0879

Phone: 601-932-2060  
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

July 9, 2020

City of Jackson, Mississippi  
C/O  
Cornerstone Engineering, LLC  
710 Northside Drive, Suite A  
Clinton, MS 39056

Attn: Mauricka McKenzie

Re: OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water  
Pump Control Valve Installation Project  
Release of Certificate of Deposit

Dear Sir:

Hemphill is submitting our final pay application. We ask that as you process our final estimate, that you also process any paper work necessary to release our Certificate of Deposit that you are holding as retainage. Please, have the Owner enclose the certificate with our payment for the final estimate when you mail it to us. Your immediate help in closing this project out is greatly appreciated. **Please, return the original power of attorney and certificate of deposit. We will return it to the bank. You will not need to take any other action. Thank you.**

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.  
President

CD #	Date on CD	Amount
1	February 7, 2020	\$13,000.00
	<b>Total</b>	<b>\$13,000.00</b>

RAR/rg

*The difficult we do immediately, the impossible takes a little longer!*



July 15, 2020  
CE Account No. 19-01

Harry Gong, P.E.  
SRF Program Engineer  
MSDH, Bureau of Public Water Supply  
P.O. Box 1700  
Jackson, MS 39215-1700

REFERENCE: ENGINEER'S CERTIFICATION  
OB CURTIS WTP RAW WATER SCREENS, SLUICE GATES AND  
FINISHED WATER CONTROL VALVE INSTALLATION  
PROJECT (SRF PROJECT# DWI-L250008-01)  
RIDGELAND, MISSISSIPPI  
PWS ID #MS0250008

Dear Mr. Gong:

This is to certify that the water treatment plant raw water screens and sluice gates upgrade project (Contract #4) for the City of Jackson's OB Curtis Water Treatment Plant located at OB Curtis Drive in Ridgeland, MS has been constructed in substantial accordance with the Plans and Specifications previously submitted and approved. The record drawings are enclosed.

If you have any questions or need additional information, please call 601-473-2403.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mauricka McKenzie, Sr.', is written over a light blue horizontal line.

Mauricka McKenzie, Sr., P.E., BCEE  
Principal Engineer  
Water Resources Engineering



Enclosures

pc: Charles Williams, P.E., PhD (City of Jackson)  
file

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. 8258-40-76

PROJECT: OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and  
Finished Water Pump Control Valve Installation Project

TO (Owner)  
City of Jackson  
P O Box 17  
Jackson MS 39205

ARCHITECT'S PROJECT NO.:  
CONTRACT FOR: SAME AS ABOVE  
CONTRACT DATE: September 4, 2019

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY  
P O Box 1650  
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.  
P O Drawer 879  
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Jackson  
P O Box 17  
Jackson MS 39205

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 8 day of July, 2020.

FEDERAL INSURANCE COMPANY  
Surety Company

*Mary Anne Goodin*  
Signature of Authorized Representative

Mary Anne Goodin  
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©  
© 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

FORM 15-10-87 (ED. 4-77)

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

88

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2319885  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 8, 2020



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 email: surety@chubb.com

OFFICE OF THE CITY ATTORNEY  
17-2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902 SRF# DWI-L250008-01 (CITYWIDE)**

**WHEREAS**, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, on September 3, 2019 for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project in an amount not to exceed \$516,200.00; and

**WHEREAS**, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc, to start work on December 9, 2019; and

**WHEREAS**, Hemphill Construction Company, Inc, was given one hundred and five (105) calendar days to complete the work from the issuance of the notice to proceed; and

**WHEREAS**, Hemphill Construction Company, Inc, has encountered delays and additional cost due to weather and water shutoffs at the OB Curtis Water Treatment Plant; and

**WHEREAS**, Hemphill Construction Company, has requested additional compensation in the amount of \$41,373.00 increasing the original contract from \$516,200.00 to \$557,773.00; and

**WHEREAS**, the additional cost will cover expenses for:

1. Installation of a temporary screen for the raw water screen installation
2. The additional pumping to assist with lowering the water level at the raw water intake to replace the raw water screens and sluice gates.

**WHEREAS**, Hemphill Construction Company, Inc, has requested an additional one hundred and thirty-seven (137) calendar days to complete the project increasing the calendar days from one hundred and five (105) to two hundred and thirty-seven (242) total calendar days for completion; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project, City Project Number 19B0101, SRF# DWI-L250008-01 increasing original bid cost from \$516,200.00 to \$557,773.00 and the construction calendar days from one hundred-five (105) to two hundred and forty-two (242) calendar days.

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

DATE: \_\_\_\_\_

BY: **WILLIAMS, MILLER, LUMUMBA**

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 6, 2020

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902, SRF# DWI-L250008-01 (CITYWIDE)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents and businesses within the City of Jackson Corporate Limits																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	When contracts are executed.																																													
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	Citywide																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	\$41,373.00																																													
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0101-902-6485																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

## **MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert K. Miller  
Director

**Date:** April 6, 2020

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute Change Order No. 1 to the construction contract with Hemphill Construction Company, Inc. for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project. The Contractor (Hemphill Construction Company, Inc.) has requested a time extension based on delays resulting from weather and water shutoffs at OB Curtis Water Treatment Plant, and additional compensation for divers cleaning the raw water intake pipes. The compensation will also cover additional pumping cost to maintain the water level while the raw water screens were replaced. The City of Jackson and Hemphill Construction Company, Inc, have agreed upon 137 additional calendar days to add to the original 105 calendar days totaling 242 calendar days for completion. We are also in agreement to approve the additional compensation in the amount not to exceed \$41,373.00.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

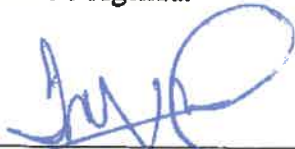

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39202-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/21/20

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B010.902 SRF# DW1-L250008-01 (CITYWIDE) is legally sufficient for placement in NOVUS Agenda.

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

4/21/20  
\_\_\_\_\_  
DATE



**ORDER REVISING THE FISCAL YEAR 2019-2019 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS.**

WHEREAS, certain unanticipated needs and allocations in the amount of \$108,761 have arisen within the adoption of the Fiscal Year 2018-2019 budget; and

WHEREAS, the Fiscal year 2018-2019 budget must be revised to provide funding to pay for various invoices for services throughout the City of Jackson; and

WHEREAS, the following funds are revised:

To/From	Fund/Account Number	Amount
	175.45.10.6115	(\$5,000.00)
	175.945.10.6299	(\$5,000.00)
	175.945.10.6847	(\$15,000.00)
	174.944.00.6115	(\$35,000.00)
	174.944.00.6317	(\$5,761.00)
	174.944.00.6514	(\$3,000.00)
	174.944.00.6847	(\$40,000.00)
	175.945.10.6491	\$25,000.00
	174.944.00.6491	\$83,761.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2018-2019 budget be revised in the amount of \$108,761 as follows:

To/From	Fund/Account Number	Amount
	175.45.10.6115	(\$5,000.00)
	175.945.10.6299	(\$5,000.00)
	175.945.10.6847	(\$15,000.00)
	174.944.00.6115	(\$35,000.00)
	174.944.00.6317	(\$5,761.00)
	174.944.00.6514	(\$3,000.00)
	174.944.00.6847	(\$40,000.00)
	175.945.10.6491	\$25,000.00
	174.944.00.6491	\$83,761.00

Council Member Tillman moved adoption; President Lindsay seconded.

Yeas- Foote, Lindsay, Priester, Stokes and Tillman.

Nays- Banks.

Absent- Stamps.

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE O.B. CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.**

WHEREAS, on August 13, 2019, the City of Jackson received two sealed bids for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control Valve Installation Project, City Project No.19B0101; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$516,200.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc., in the amount of \$516,200.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.



P.O. Drawer 878  
Florence, MS 39073-0878

Phone: 601-832-2000  
Fax: 601-832-2550

Municipal & Public Works Construction

Heavy & Highway Construction

April 9, 2020

City of Jackson, Mississippi  
C/O  
Cornerstone Engineering, LLC  
710 Northside Drive  
Suite A  
Clinton, MS 39056

Attn: Mauricka McKenzie

Re: OB Curtis Water Treatment Plant  
Raw Water Screens, Sluice Gates and  
Finished Water Pump Control Valve Installation Project  
SRF Loan # DWI-L250008-01  
Contract #4  
Lowering water level and Managing depths inside Intake Structures

Dear Mr. McKenzie,

Pursuant to your request, please be advised that the cost for Hemphill Construction Company, Inc. to lower the water level and manage the depths inside both the Intake Structure in the Reservoir and on site is \$15,198.00. This price will include all labor, equipment, material, fuel, and rentals for completing the above work. Along with this request, we respectfully request that our contract time be extended by 20 calendar days to get this work coordinated and accomplished. We also require that the city of Jackson's personnel operate the Intake Structure's sluice gates at the Reservoir since they have the wrench and know the process so well.

If you have any questions or need any additional information, please feel free to contact this office.

Sincerely,

Vic Borromeo  
Vice President  
Hemphill Construction Company, Inc.

VB/rg

*The difficult we do immediately, the impossible takes a little longer!*

This breakdown includes everything required to shut down the plant three separate times: Once for Test, Once for (2) Sluice Gates, and Once for (1) Sluice Gate.

Breakdown of Costs

<b>A) Hemphill Labor:</b>						
Foreman	1 worker	x	15.0 hours/worker	x	\$32.36 /day =	\$485.40
Operator	1 worker	x	15.0 hours/worker	x	\$22.00 /hour =	\$330.00
Carpenter	1 worker	x	15.0 hours/worker	x	\$21.35 /hour =	\$320.25
Laborer	1 workers	x	15.0 hours/worker	x	\$18.45 /hour =	\$276.75
						\$1,412.40
					54% Labor Burdens	\$762.70
					<b>Total Labor</b>	<b>\$2,175.10</b>
<b>B) Equipment</b>						
1-Ton Mechanical Pickup Truck	15 hours	x			\$26.00 /hour =	\$390.00
Tool Trailer	15 hours	x			\$3.00 /hour =	\$45.00
Small Tools	15 hours	x			\$4.80 /hour =	\$72.00
Cat. 303.5 Mini Excavator (5-hour work day)	3 days	x			\$220.49 /day =	\$661.47
					<b>Total Equipment</b>	<b>\$1,168.47</b>
<b>C) Material to Accomplish Work</b>						
Hoist for Lowering Pump Head & Hoses:	1 LS	x			\$1,750.00 /each =	\$1,750.00
Misc. Materials for Rigging Hoist:	1 LS	x			\$500.00 /each =	\$500.00
Misc. Materials for Mobilizing Pump Head to Structure:	1 LS	x			\$500.00 /each =	\$500.00
Material to Maintain Safety Around Open Hatch:	1 LS	x			\$500.00 /each =	\$500.00
					<b>Total Materials</b>	<b>\$3,250.00</b>
<b>D) Rental Equipment</b>						
2 - 6"Hydraulic/Diesel Pack Pumps for 1 week (4/13-4/16)	1 Week	x			\$2,766.75 /Wk =	\$2,766.75
2 - 6"Hydraulic/Diesel Pack Pumps for 2 days (Last Gate)	2 Days	x			\$1,063.30 /Day =	\$2,126.60
Fuel for the three uses: 4/13/2020, 4/15/2020, & for the Last Gate in the Future						
Diesel Fuel: 15 hrs max for all @ 2.15/Gal. x 4 gal/hr.	60 Gallons	x			\$2.15 /Gal =	\$129.00
					<b>Total Subcontractor</b>	<b>\$5,022.35</b>
<b>E) Mobilization</b>						
Mini Truck Hoe (Round Trip)	2 Times	x			\$200.00 /Each =	\$400.00
					<b>Total Mobilization</b>	<b>\$400.00</b>

**Summary of Costs**

Labor	\$2,175.10
Equipment	\$1,168.47
Materials	\$3,250.00
Rental	\$5,022.35
Mobilization	\$400.00
	<hr/>
	\$12,015.92
10% Overhead	\$1,201.59
	<hr/>
	\$13,217.51
10% Profit	\$1,321.75
	<hr/>
	\$14,539.26
1% Bond	\$145.39
	<hr/>
	\$14,684.65
3.5% State Tax	\$513.96
	<hr/>
TOTAL	\$15,198.61 = \$15,198.00



P.O. Drawer 679  
Florence, MS 39073-0679

Phone: 601-932-2060  
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

March 12, 2020

City of Jackson, Mississippi  
C/O  
Cornerstone Engineering, LLC  
710 Northside Drive  
Suite A  
Clinton, MS 39056

Attn: Mauricka McKenzie, Project Engineer

Re: OB Curtis Water Treatment Plant  
Raw Water Screens, Sluice Gates and  
Finished Water Pump Control Valve Installation Project  
SRF Loan # DWI-L250008-01  
Contract #4  
Temporary Screen Quote

Dear Mr. McKenzie,

Pursuant to your request, please be advised the cost for the temporary screen that will be added to the allowance item for the March estimate is \$16,213.00. A breakdown of this is attached for your review. Along with this change order, we respectfully request an additional thirty (30) calendar days to have this screen fabricated and delivered to the jobsite.

If you have any questions or need additional information, please feel free to contact this office.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Vic Borromeo  
Vice President  
Enclosures  
VB/rg

*The difficult we do immediately, the impossible takes a little longer!*

**Summary of Costs**

Materials Only Addition (see attached invoice):	<u>\$12,818.00</u>	
	\$12,818.00	
10% Overhead	<u>\$1,281.80</u>	
	\$14,099.80	
10% Profit	<u>\$1,409.98</u>	
	\$15,509.78	
1% Bond	<u>\$155.10</u>	
	\$15,664.88	
3.5% State Tax	<u>\$548.27</u>	
TOTAL	\$16,213.15	= \$16,213.00

# CONSTRUCTION METALS CO. INC.

P.O. Box 18  
 Brandon, Mississippi 39043-0018  
 Phone: (601) 939-2566 • Fax (601) 939-2066

CMC JOB 220-03

## INVOICE

Hemphill Construction Co Inc  
 P.O. Drawer 879  
 Florence, MS 39073

INVOICE NO.	2683
DATE	March 11, 2020
ACCOUNT NO.	Vic B.
YOUR P.O. NUMBER	H-19092
TERMS	net 30 1% 10
SHIP VIA	our truck
FOB	jobsite
SALESMAN	dgr

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		Hemphill JOB H 19092		
		O.B. Curtis Raw Water REpairs WTP City of Jackson, MS.		
		Steel tube frame screen assembly per our approved drawings		
			\$ 12,418.00	
		add for epoxy painting	400.00	
		total this invoice		
			<u>\$ 12,818.00</u>	
		MPC NO _____ ?		
<b>PLEASE PAY FROM THIS INVOICE</b>			\$ 12,818.00	SUB-TOTAL
				TAX
			\$ 12,818.00	TOTAL



P.O. Drawer 879  
Florence, MS 39073-0879

Phone: 601-832-2060  
Fax: 601-832-2550

Municipal & Public Works Construction

Heavy & Highway Construction

March 11, 2020

City of Jackson, Mississippi  
C/O  
Cornerstone Engineering, LLC  
710 Northside Drive  
Suite A  
Clinton, MS 39056

Attn: Mauricka McKenzie, Project Engineer

Re: OB Curtis Water Treatment Plant  
Raw Water Screens, Sluice Gates and  
Finished Water Pump Control Valve Installation Project  
SRF Loan # DWI-L250008-01  
Contract #4  
Use of Allowances

Dear Mr. McKenzie,

Please, be advised that your bid item No. B5, Allowance (for unforeseen parts and adjustments to the system) is being billed for Hemphill Construction Company's three crews on site waiting for the City of Jackson to shut down the raw water intake. We had a crane on site to remove and install a 60" sluice gate and a 72" sluice gate without success due to the Owner not being able to shut off the water. I have attached a breakdown of cost for the backup of this charge on bid item B5.

29,962.00

Put in Change Order 1

Also, per your request, please be advised the cost required to furnish all labor, equipment, and material for the installation of the soda ash dilution water line and accessories is \$20,791.00. We have attached a breakdown of this item for your review and are billing it under bid item A70. Hemphill Construction Company also requests an additional 25 calendar days of time extension for ordering and construction.

cost will come from Allowance.

If you have any questions or need additional information, please feel free to contact this office.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

*Vic Borromeo*  
Vic Borromeo  
Vice President  
Enclosures  
VB/rg

*Mauricka McKenzie*  
7/15/20

*The difficult we do immediately, the impossible takes a little longer!*



**SUPPLEMENTAL AGREEMENT**

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879  
FLORENCE, MS 39073

PROJECT NAME / NO.	H19093 OB Curtis Raw Water Screens & Sluice Gates Replacements Project Jackson, MS	MODIFICATION NO.	3
DATE:	Friday, March 06, 2020		

**COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK**

ITEM NO.	DESCRIPTION	QUANTITY	MEASUREMENT	ITEM PRICE	TOTAL AMOUNT		
1	Downtime associated with raw water screen shutdown.	1.00	LS	\$ 9,962.44	\$ 9,962.44		
		LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST
		\$ 4,460.84	\$ 1,260.80	\$ -	\$ -	\$ 1,800.00	\$ 7,521.64
CONTRACTOR'S TAX TOTAL AMOUNT @				3.50%	\$ 348.63		
CONTRACTOR'S BOND TOTAL AMOUNT @				1.00%	\$ 99.62		
CONTRACTOR'S OH & P TOTAL AMOUNT @				20.00%	\$ 1,992.49		
TOTAL AMOUNT:				\$	9,962.44		
PRICE PER UNIT:				\$	9,962.44		

**STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:**

Owner's request.

*2<sup>nd</sup> 9962<sup>00</sup>  
NB*

**LABOR**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	Foreman	3	EA	\$ 32.36	10	\$ 970.65
2	Operator	3	EA	\$ 22.00	8	\$ 528.00
3	Carpenter	3	EA	\$ 21.35	8	\$ 512.40
4	Labor	6	EA	\$ 18.45	8	\$ 885.60
SUBTOTAL:						\$ 2,896.65
PAYROLL TAXES AND INSURANCE:					54.00%	\$ 1,564.19
TOTAL:						\$ 4,460.84

**EQUIPMENT - OPERATING**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	1 Ton Pickup (10 hr daily min.)	3	EA	\$ 26.00	10	\$ 780.00
2	Tool Trailer (10 hr daily min.)	3	EA	\$ 3.00	10	\$ 90.00
3	Small Tools (10 hr daily min.)	3	EA	\$ 4.80	10	\$ 144.00
4	Boom Truck	1	EA	\$ 123.40	2	\$ 246.80
TOTAL:						\$ 1,260.80

**COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Downtime associated with raw water screen shutdown.	1.00	LS	\$ 9,962.44	\$ 9,962.44

**EQUIPMENT - STANDBY**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1		1	EA	\$ -	0	\$ -
<b>TOTAL:</b>						\$ -

**RENTAL**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1						\$ -
<b>TOTAL:</b>						\$ -

**MATERIAL**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1					\$ -
<b>TOTAL:</b>					\$ -

**SUBCONTRACT**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	HOURS	TOTAL
1	Bracken Crane Rental (4 hr minimum)	1	EA	\$ 1,800.00		\$ 1,800.00
<b>TOTAL:</b>						\$ 1,800.00



BRACKEN EQUIPMENT, LLC  
 P. O. BOX 1707  
 RIDGELAND, MS 39158-1707  
 PHONE: (601) 922-8413  
 FAX: (601) 922-8428

# Invoice

Invoice Number  
 4094  
 Invoice Date  
 2/5/2020

Bill To: HEMPHILL CONSTRUCTION CO, INC.  
 P O BOX 879  
 FLORENCE, MS 39073

Re: REMOVE AND REPLACE WATER GATE AT O. B. CURTIS  
 WATER PLANT  
 DID NOT PERFORM WORK - COULD NOT SHUT VALVE  
 OFF

Salesman	Customer Job No	Customer PO	Ordered By	Payment Terms	Due Date	
KEVIN			VIC BORROMEO	NET 30 DAYS	3/6/2020	
Date	Item	Description	Qty	U/M	Unit Price	Extended Price
2/3/2020	80CS	80 TON HYDRAULIC CRANE SERVICE		HR		
	TTT	TRAVEL TIME TO JOB FOR CRANE	1.00	HR	275.00	275.00
	80JT	JOB TIME FOR CRANE	4.00	HR	275.00	1,100.00
	TTF	TRAVEL TIME FROM JOB FOR CRANE	1.00	HR	275.00	275.00
	CTP	CRANE TRAVEL PERMIT	1.00	EA	150.00	150.00

*(NR)*  
 H19093-702000-10  
 dk  
 VB

ORIGINAL street of  
 Plant shut down that  
 The City could not  
 Accomplish!  
 CRANE was on site  
 & set up to Go!  
 VB.

Subtotal \$ 1,800.00  
 Sales Tax (if applicable) \$ 0.00  
 Total Due \$ 1,800.00

Please remit to BRACKEN EQUIPMENT, LLC - P O BOX 1707 - RIDGELAND, MS 39158-1707.

**SUPPLEMENTAL AGREEMENT**

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39079

PROJECT NAME / NO.	H19093 OB Curtis Raw Water Screens & Sluice Gates Replacements Project Jackson, MS	MODIFICATION NO.	2
DATE:	Friday, March 06, 2020		

**COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT		
1	Install a new copper dilution water line and tie into existing existing ash metering pump CPVC discharge lines with flow meters, valves, pressure regulators, and pressure gauges.	1.00	LS	\$ 20,791.65	\$ 20,791.65		
		LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST
		\$ 7,630.11	\$ 1,444.00	\$ -	\$ 6,623.58	\$ -	\$ 15,697.69
CONTRACTOR'S TAX TOTAL AMOUNT @				9.50%	\$	727.71	
CONTRACTOR'S BOND TOTAL AMOUNT @				1.00%	\$	207.92	
CONTRACTOR'S OH & P TOTAL AMOUNT @				20.00%	\$	4,158.33	
TOTAL AMOUNT:				\$	20,791.65		
PRICE PER UNIT:				\$	20,791.65		

**STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:**

Owner's request.

**LABOR**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	Foreman	1	EA	\$ 32.36	44	\$ 1,423.62
2	Operator	1	EA	\$ 22.00	44	\$ 968.00
3	Carpenter	1	EA	\$ 21.85	44	\$ 939.40
4	Labor	1	EA	\$ 18.45	44	\$ 811.80
5	Labor	1	EA	\$ 18.45	44	\$ 811.80
SUBTOTAL:						\$ 4,954.62
PAYROLL TAXES AND INSURANCE:					54.00%	\$ 2,675.49
TOTAL:						\$ 7,630.11

**EQUIPMENT - OPERATING**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	1 Ton Pickup (10 hr daily min.)	1	EA	\$ 26.00	40	\$ 1,040.00
2	Tool Trailer (10 hr daily min.)	1	EA	\$ 4.80	40	\$ 192.00
3	Small Tools (10 hr daily min.)	1	EA	\$ 5.30	40	\$ 212.00
TOTAL:						\$ 1,444.00

**COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	ITEM PRICE	TOTAL AMOUNT
1	Install a new copper distribution water line and tie into existing soda ash metering pump CPVC discharge lines with flow meters, valves, pressure regulators, and pressure gauges.	1.00	LS	\$ 20,791.65	\$ 20,791.65

**EQUIPMENT - STANDBY**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1		1	EA	\$ -	0	\$ -
<b>TOTAL:</b>						\$ -

**RENTAL**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1						\$ -
<b>TOTAL:</b>						\$ -

**MATERIAL**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	2" copper pipe, copper & CPVC fittings, valves, flow meters, & other misc. mechanical items	1	LS	\$ 6,026.29	\$ 6,026.29
2	PVC weld-on cement No. 724, soldering torches, and other job supplies	1	LS	\$ 200.00	\$ 200.00
3	Fiberglass strut and clamps	1	LS	\$ 375.00	\$ 375.00
4	Flow Lines & Arrows	1	LS	\$ 22.29	\$ 22.29
<b>TOTAL:</b>					\$ 6,623.58

**SUBCONTRACT**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	HOURS	TOTAL
1		1	LS	\$ -	0	\$ -
<b>TOTAL:</b>						\$ -

# Change Order No. 1

Date of Issuance: April 15, 2020 Effective Date: \_\_\_\_\_

Project: OB Curtis WTP Raw Water Screens, Sluice Gates, FWCV Install Project	Owner: City of Jackson	Owner's Contract No.: 19B0101.902
Contract: #4	Date of Contract: Sept. 3, 2019	
Contractor: Hemphill Construction Company, Inc.		Engineer's Project No.: 19-01

**The Contract Documents are modified as follows upon execution of this Change Order:**  
Description:

1. Extend contract time by 137 calendar days due to weather delays and water shutoff delays  
That are beyond the control of the contractor, temporary screens, dewatering and extra crane mobiliza.

Attachments (list documents supporting change):  
See the attachment

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
----------------------------------	----------------------------------

Original Contract Price:  <u>\$516,200.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>105 days</u> Ready for final payment (days or date): <u>Mar. 23, 2020</u>
---	---

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  <u>\$NA</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  Substantial completion (days): <u>NA</u> Ready for final payment (days): <u>NA</u>
---	---

Contract Price prior to this Change Order:  <u>\$516,200.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>105 days</u> Ready for final payment (days or date): <u>March 23, 2020</u>
---	---

[Increase] [Decrease] of this Change Order:  <u>\$41,373</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>137 days</u> Ready for final payment (days or date): <u>August 7, 2020</u>
--	--

Contract Price incorporating this Change Order:  <u>\$557,573.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>242 days</u> Ready for final payment (days or date): <u>August 7, 2020</u>
--	--

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>4/15/2020</u>	Date: <u>5/19/2020</u>	Date: <u>4/15/2020</u>

Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE OF THE CITY ATTORNEY  
11-17-2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902 SRF# DWI-L250008-01 (CITYWIDE)**

**WHEREAS**, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, on September 3, 2019 for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project in an amount not to exceed \$516,200.00; and

**WHEREAS**, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc, to start work on December 9, 2019; and

**WHEREAS**, Hemphill Construction Company, Inc, was given one hundred and five (105) calendar days to complete the work from the issuance of the notice to proceed; and

**WHEREAS**, Hemphill Construction Company, Inc, has encountered delays and additional cost due to weather and water shutoffs at the OB Curtis Water Treatment Plant; and

**WHEREAS**, Hemphill Construction Company, has requested additional compensation in the amount of \$41,373.00 increasing the original contract from \$516,200.00 to \$557,773.00; and

**WHEREAS**, the additional cost will cover expenses for:

1. Installation of a temporary screen for the raw water screen installation
2. The additional pumping to assist with lowering the water level at the raw water intake to replace the raw water screens and sluice gates.

**WHEREAS**, Hemphill Construction Company, Inc, has requested an additional one hundred and thirty-seven (137) calendar days to complete the project increasing the calendar days from one hundred and five (105) to two hundred and thirty-seven (242) total calendar days for completion; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project, City Project Number 19B0101, SRF# DWI-L250008-01 increasing original bid cost from \$516,200.00 to \$557,773.00 and the construction calendar days from one hundred-five (105) to two hundred and forty-two (242) calendar days.

ITEM # . \_\_\_\_\_

DATE: \_\_\_\_\_

BY:

WILLIAMS, MILLER, LUMUMBA

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

**April 6, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902, SRF# DWI-L250008-01 (CITYWIDE)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents and businesses within the City of Jackson Corporate Limits																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	When contracts are executed.																																													
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide																																													
7.	<b>Action implemented by:</b> ■ City Department ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	\$41,373.00																																													
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0101-902-6485																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert K. Miller  
Director

**Date:** April 6, 2020

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute Change Order No. 1 to the construction contract with Hemphill Construction Company, Inc. for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project. The Contractor (Hemphill Construction Company, Inc.) has requested a time extension based on delays resulting from weather and water shutoffs at OB Curtis Water Treatment Plant, and additional compensation for divers cleaning the raw water intake pipes. The compensation will also cover additional pumping cost to maintain the water level while the raw water screens were replaced. The City of Jackson and Hemphill Construction Company, Inc, have agreed upon 137 additional calendar days to add to the original 105 calendar days totaling 242 calendar days for completion. We are also in agreement to approve the additional compensation in the amount not to exceed \$41,373.00.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

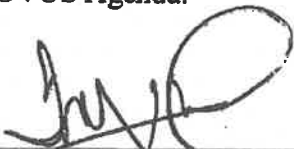

455 East Capitol Street  
Post Office Box 277  
Jackson, Mississippi 39202-0277  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1799

OFFICE OF THE CITY ATTORNEY  
APR 21 2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B010.902 SRF# DWI-L250008-01 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

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

4/21/20  
\_\_\_\_\_  
DATE

**ORDER AMENDING A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002 (WARDS 1 &3)**

OFFICE OF THE CITY ATTORNEY  
2-27-2020  
[Signature]

**WHEREAS**, the City of Jackson received Federal Fast Act funds to resurface Northside Drive from State Street to I-55 Frontage Road; and

**WHEREAS**, on January 22, 2019 the City of Council approved a Construction Engineering and Inspection services agreement with Southern Consultants, Inc. to perform Construction Engineering and Inspection Services at a cost not to exceed \$164,935.96; and

**WHEREAS**, during construction additional Construction Engineering and Inspection services were required to complete the resurfacing project; and

**WHEREAS**, Southern Consultants, Inc. has requested additional compensation in the amount of \$36,922.26 to cover additional Construction Engineering and Inspection services increasing the contract from \$164,935.96 to \$201,858.22; and

**WHEREAS**, the Department of Public Works recommends amending the Construction Engineering and Inspection services agreement with Southern Consultant, Inc. increasing the existing contract amount from \$164,935.96 to \$201, 858. 22 for the Northside Drive Resurfacing Project, Federal Aid Project Number STP-6929(00)008LPA/107547, City Project Number 17B4002.

**IT IS, THEREFORE, ORDERED** that an amended Construction Engineering and Inspection Services agreement with Southern Consultants, Inc. in an amount not to exceed \$201,858.22 for the Northside Drive Resurfacing Project, Federal Aid Project Number STP-6929(00)008LPA/107547, City Project Number 17B4002 is accepted.

ITEM # 25  
DATE: August 4, 2020  
BY: **WILLIAMS, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**July 26, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002 (WARDS 1 &amp;3)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	<b>Who will be affected</b>	Residents and Businesses on Northside Drive																																													
4.	<b>Benefits</b>	Road Infrastructure Improvements																																													
5.	<b>Schedule (beginning date)</b>	Project is complete.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	This project is located in Wards 1 & 3																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Construction Engineering and Inspection Cost not to exceed \$201,858.22																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	1% Sales Tax Funds 173 45135 <del>7B4002-902</del> 6413																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr. PE, PhD, Interim Director/City Engineer  
Public Works Department

Date: July 26, 2020



**ORDER AMENDING A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002 (WARDS 1 &3)**

Attached you will find an item for the City Council Agenda requesting approval to amend a Construction Engineering & Inspection services agreement with Southern Consultants, Inc. Southern Consultants, Inc. had to provide additional inspection services for the Northside Drive Resurfacing Project

It is the recommendation of this office that this amendment is approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

**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

7/28/20  
OFFICE OF THE CITY ATTORNEY  
7/28/20

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AMENDING A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002 (WARDS 1 & 3)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

**CONTRACT AMENDMENT NUMBER 1**  
**TO THE**  
**AGREEMENT FOR ENGINEERING SERVICES**  
**BY AND BETWEEN**  
**THE CITY OF JACKSON, MISSISSIPPI**  
**AND**  
**SOUTHERN CONSULTANTS, INCORPORATED**  
**FOR**  
**NORTHSIDE DRIVE PAVEMENT REHABILITATION**  
**AND SIDEWALK IMPROVEMENTS**  
**(STATE STREET TO INTERSTATE 55)**  
**MDOT PROJECT NUMBER STP-6929-00(008)/ LPA 107547-701000**  
**CITY PROJECT NUMBER 17B4002-901**

**WHEREAS**, The City of Jackson entered into a contract with Southern Consultants for professional engineering construction engineering and inspection services (CE&I) for Northside Drive Pavement Rehabilitation and Sidewalk Improvements (State Street to Interstate 55), City Project No. 17B4002-901 on June 11, 2019; and

**WHEREAS**, Southern Consultants, Inc.'s contract was based on a construction time of 100 working days, as defined by MDOT; and

**WHEREAS**, the Contractor worked 38.5 days during the months of December 2019, and January and February 2020; and

**WHEREAS**, the MDOT Standard Specifications for Road and Bridge Construction (Redbook) allows that only 18 working days can be charged in those three months, no matter how much the Contractor works; and

**WHEREAS**, Southern Consultants, Inc. was mandated to provide additional onsite observation and additional project management during this 20+ day period causing Southern Consultants, Inc. to incur significant additional costs related to this work; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the parties, the parties agree that the fees and expenses associated with the original contract were not sufficient to cover onsite construction observation costs and additional project management incurred by Southern Consultants, Inc. and therefore this Contract Amendment No. 1 is justified and reasonable.

The City therefore agrees to pay Southern Consultants for additional costs incurred as outlined below:

Project Manager	18 Hrs	@ \$136.82	= \$ 2,462.76
Project Engineer	106 Hrs	@ \$117.27	= \$12,430.62
Resident Project Observer	263 Hrs	@ \$83.76	= <u>\$22,028.88</u>
		<b>TOTAL</b>	<b>\$36,922.26</b>

The revised upset limit for all services under this contract, including this amendment, shall be \$201,858.22. This equates to a 22% increase above our original contract and also equates to a final CE&I percentage of 8.31% of the final construction contract amount.


All other provisions of the Contract not specifically amended herein shall remain in full force and effect.

Approved this the \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF JACKSON, MISSISSIPPI**

**SOUTHERN CONSULTANTS, INC.**

\_\_\_\_\_  
CHOKWE ANTAR LUMUMBA  
MAYOR

  
\_\_\_\_\_  
SUSAN H. LUNARDINI  
PRESIDENT

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
JAMES S. STEWART, P.E., VICE PRESIDENT



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002.**

**WHEREAS**, the City of Jackson received federal FAST Act funds to resurface Northside Drive; and

**WHEREAS**, the City of Jackson selected Southern Consultants, Inc. from a short list of firms for roadway design based on the scope of work, and the City has selected Southern Consultants, Inc. to provide construction engineering and inspection services for the same project; and

**WHEREAS**, Southern Consultants has provided an estimated fee of \$164,935.96 for construction engineering and inspection services work; and

**WHEREAS**, the execution of the preliminary engineering agreement is subject to the concurrence of the Mississippi Department of Transportation.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services contract with Southern Consultants, Inc., Inc., for the Northside Drive Resurfacing Project, Federal Aid Project Number STP-6929-00(008) LPA/107547, City Project Number 17B4002, in an amount not to exceed \$164,935.96.

**Council Member Banks** moved adoption; **Council Member Foote** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on January 22, 2019. However, upon completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

OFFICE OF THE CITY ATTORNEY  
January 2, 2019  
nmw

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002 (WARDS 1 & 3)**

**WHEREAS**, the City of Jackson received federal FAST Act funds to resurface Northside Drive; and

**WHEREAS**, the City of Jackson selected Southern Consultants, Inc. from a short list of firms for roadway design based on the scope of work, and the City has selected Southern Consultants, Inc. to provide construction engineering and inspection services for the same project; and

**WHEREAS**, Southern Consultants has provided an estimated fee of \$164,935.96 for construction engineering and inspection services work; and

**WHEREAS**, the execution of the preliminary engineering agreement is subject to the concurrence of the Mississippi Department of Transportation.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services contract with Southern Consultants, Inc., Inc., for the Northside Drive Resurfacing Project, Federal Aid Project Number STP-6929-00(008)LPA/107547, City Project Number 17B4002, in an amount not to exceed \$164,935.96

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

AGENDA DATE: \_\_\_\_\_

BY MILLER, WILLIAMS, R. LEE, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     December 26, 2018.  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a CE&I agreement with Southern Consultants for the Northside Drive Project																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life																																													
3.	<b>Who will be affected</b>	Residents, businesses, motorists, and pedestrians on Northside Dr																																													
4.	<b>Benefits</b>	Provides CE&I work for the Northside Dr resurfacing project																																													
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT																																													
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Northside Dr from I-55 to State St (Wards 1 & 3)																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division																																													
8.	<b>COST</b>	\$164,935.96																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input checked="" type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	1% Sales Tax Funds  173 45135 7B4002 902 6413																																													
10.	<b>EBO participation</b>	<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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AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Public Works



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

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

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

**Date:** December 26, 2018

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a construction engineering and inspection services contract with Southern Consultants, Inc. for the Northside Drive Resurfacing Project. This project is designed to resurface and repair Northside Drive from I-55 to State Street. The project includes pavement rehab, sidewalk repairs, and replacement of the signal detection.

The City selected Southern Consultants for design work after evaluating a short list of firms. Public Works recommends utilizing Southern Consultants to provide construction engineering and inspection services for the project. They provided a proposed cost of \$164,935.96 for CE&I services.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney


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 CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORHTSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002 (WARDS 1 & 3) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Nakesha Watkins, Legal Counsel

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
JAN 02 2019  
CDDW



**ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL  
CONSTRUCTION COMPANY, INC, FOR THE COUNTY LINE ROAD  
BRIDGE REPAIR PROJECT (WARD 2)**

OFFICE OF THE CITY ATTORNEY  
7/27/20  
108  
17-27-2020

**WHEREAS**, the Office of State Aid Construction notified the City of Jackson about a damaged timber pile on the County Line Road Bridge from an annual bridge inspection; and

**WHEREAS**, the City of Jackson approved a construction contract with Hemphill Construction Company, Inc, on March 17, 2020 for the County Line Road Bridge repair in an amount not to exceed \$29,255.00; and

**WHEREAS**, Hemphill Construction Company, Inc., has completed the timber pile repair; and


**WHEREAS**, the Department of Public works recommends approval of final payment to Hemphill Construction Company, Inc., in the amount of \$29,255.00.

**IT IS FURTHER ORDERED** that the City make final payment in the amount of \$29,255.00 and release all securities held to Hemphill Construction Company, Inc., for all the work completed and materials furnished under this contract and the City Clerk publish the Notice of Completion of the County Line Road Bridge Repair Project.

**ITEM #** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**BY:** **WILLIAMS, LUMUMBA**

Agenda Item # *20*  
Agenda Date August 4, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**July 17, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE COUNTY LINE ROAD BRIDGE REPAIR PROJECT (WARD 2)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents and Businesses on County Line Road																																													
4.	<b>Benefits</b>	Bridge Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Completed																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 2																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Final Cost: \$29,255.00																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Fund 213: 213-45190-4B4000-901-6485 																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Charles Williams Jr., PE, PhD CW 7/20/20  
Interim Director/City Engineer

**Date:** July 17, 2020

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item requesting approval of final payment to Hemphill Construction Company, Inc., for the County Line Road Bridge Repair.

Public Works recommends approval of this agenda item authorizing final payment to the contractor in an amount not to exceed \$29,255.00. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

7-27-10  
7-27-10  
7-27-10  
OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39202-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE COUNTY LINE ROAD BRIDGE REPAIR PROJECT (WARD 2)** is legally sufficient for placement in NOVUS Agenda.

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

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

**ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR THE 2019/2020 CITYWIDE STREET RESURFACING PROJECT CONTRACT A, CITY PROJECT NUMBER 20B4000.901.**

WHEREAS, on January 21, 2020, the City of Jackson received two sealed bids for the 2019/2020 Citywide Street Resurfacing Project Contract A, City Project No.20B4000.901; and

WHEREAS, the bid received from Dickerson & Bowen, Inc., in the amount of \$9,967,972.32, was the lowest bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Dickerson & Bowen, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson & Bowen, Inc., in the amount of \$9,967,972.32, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

President Lindsay moved adoption; Council Member Banks seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

\*\*\*\*\*

**ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE COUNTY LINE ROAD BRIDGE REPAIR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS.**

WHEREAS, the Office of State Aid Road Construction discovered a defective timber pile from their annual bridge inspection, and notified the Department of Public Works; and

WHEREAS, the City of Jackson Department of Public Works solicited competitive written bids from several contractors to repair the defective pile; and

WHEREAS, Hemphill Construction Company, Inc., submitted the only bid in the amount of \$29,255.00; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the governing authorities accept the bid of Hemphill Construction Company, Inc., in the amount of \$29,255.00 as the lowest and best bid to repair the defective timber pile.

IT IS, THEREFORE, ORDERED that the written competitive bid of Hemphill Construction Company, Inc, in the amount of \$29,255.00 is accepted as the best bid in accordance with the City's solicitation of written competitive bids; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk for the City of Jackson, Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Hemphill Construction Company, Inc., to repair a defective timber pile at the bridge structure located on County Line Road with the bid being accepted.

Council Member Priester moved adoption; Council Member Tillman seconded.

Yeas- Foote, Lindsay, Priester, Stamps and Tillman.

Nays- Banks.

Absent - Stokes.

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR THE 2019/2020 CITYWIDE STREET RESURFACING PROJECT CONTRACT B, CITY PROJECT NUMBER 20B4001.901.**



P.O. Drawer 879  
 Florence, MS 39073

Phone: 601-932-2060  
 Fax: 601-932-2550

## INVOICE

**City of Jackson, Mississippi**  
**P.O. Box 17**  
**Jackson, MS 39205**

**Attn: Charles Williams**  
[cwilliams@city.jackson.ms.us](mailto:cwilliams@city.jackson.ms.us)

---

**Mail Payment to:**  
**Hemphill Construction**  
**P.O. Drawer 879**  
**Florence, MS 39073-0879**

**DATE:** 7/10/2020

**INVOICE #:** 4314-H20054-01 Final

**JOB RE:** County Line Road at Livingston Bridge Repair

**TERMS:** Net 30

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization / Demobilization	1	EA	\$ 5,000.00	\$ 5,000.00
2	Remove and Dispose Damage Timber Pile	1	EA	\$ 2,255.00	\$ 2,255.00
3	Install Timber Pile Repair	1	EA	\$ 10,000.00	\$ 10,000.00
4	Temporary Bridge Shoring / Jacking	1	LS	\$ 12,000.00	\$ 12,000.00

Work completed May 31 - June 30, 2020.

Total To Date	\$29,255.00
Less Previous Payments	\$0.00
<b>Total Due</b>	<b>\$29,255.00</b>



**Please Pay From This Invoice**

A service charge of 1-1/2% per month, which is an annual rate of 18% will be added for all past due amounts.

Job Name: County Line Rd Bridge Repair  
 Description: County Line Rd Bridge Repair  
 Location: Jackson, MS  
 Engineer: City of Jackson, MS

Contractor: Hemphill Construction Company, Inc.  
 Address: 3881 Highway 49 South  
 City: Florence, MS 39273

HCC Invoice No.: H20004-001  
 HCC Invoice Date: 30-Jun-20

Structure Number: 8-2300000000007193



Item No.	Description of Item	Contract Quantity	Unit	Cost Per Unit	Total Cost	Period Items			To Date Quantity	This Period Quantity	Previous Quantity	Percent of Total	Percent of Total	Percent of Total
						From	Thru	Percent						
						01-May-20	30-Jun-20							
1	Modifications/Construction	1.00	EA	\$ 8,000.00	\$ 8,000.00			100.00%	100.00%	0.00%				0.0%
2	Remove and Replace Damage Timber Pile	1.00	EA	\$ 2,350.00	\$ 2,350.00			100.00%	100.00%	0.00%				0.0%
3	Install Timber Pile Repair	1.00	EA	\$ 10,000.00	\$ 10,000.00			100.00%	100.00%	0.00%				0.0%
4	Temporary Bridge Strengthening / Loading	1.00	LS	\$ 12,000.00	\$ 12,000.00			100.00%	100.00%	0.00%				0.0%
					\$ 29,250.00			100.00%	100.00%	0.00%				0.0%
<b>Total Original Contract Amount =</b>					<b>\$ 29,250.00</b>			<b>100.00%</b>	<b>100.00%</b>	<b>0.00%</b>				<b>0%</b>



OFFICE OF THE CITY ATTORNEY  
2020  
10/27/2020

**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE BEASLEY ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B4501.201 (WARD 2)**

**WHEREAS**, on October 29, 2019 the City of Jackson accepted Fordice Construction Company's bid of \$405,802.00 for the Beasley Road Bridge Replacement Project, City Project Number 19B4501.201; and

**WHEREAS**, the contract work involved the removal and replacement of the timber bridge structure on Beasley Road within the City of Jackson corporate limits; and

**WHEREAS**, due to the decrease of line items the contract amount was decreased from \$405,802.50 to \$383,187.14; and

**WHEREAS**, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

**WHEREAS**, the Department of Public Works recommends final payment in the amount of \$14,386.43 to Fordice Construction Company.; and

**WHEREAS**, the bonding company Fidelity and Deposit Company of Maryland, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE ORDERED** that the City make final payment in the amount of \$14,386.43.00 and release all securities held to Fordice Construction Company for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Beasley Road Bridge Replacement Project, City Project No.19B4501.201.

ITEM# \_\_\_\_\_  
AGENDA DATE: \_\_\_\_\_  
BY: WILLIAMS, LUMUMBA

Agenda Item #27  
Agenda Date August 4, 2020


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**July 21, 2020**

	<b>P O I N T S</b>	<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE BEASLEY ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B4501.201 (WARD 2)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6 and 7
3.	<b>Who will be affected</b>	Residents in Ward 2
4.	<b>Benefits</b>	Bridge Infrastructure
5.	<b>Schedule (beginning date)</b>	Project Completed
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	Beasley Road, Ward 2
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	<b>COST</b>	Final Contract Cost: \$383,187.14 Final Payment Amount: \$14,386.43 <i>Chk</i>
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Fund 213 Account: 213-451908B45057016485
10.	<b>EBO participation</b>	ABE _____%      WAIVER yes ___ no ___      N/A _____ AABE _____%      WAIVER yes ___ no ___      N/A _____ WBE _____%      WAIVER yes ___ no ___      N/A _____ HBE _____%      WAIVER yes ___ no ___      N/A _____ NABE _____%      WAIVER yes ___ no ___      N/A _____



## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer 

Date: July 22, 2020

**Agenda Item:** Beasley Road Bridge Replacement Project  
**Council Meeting:** Regular Council Meeting, August 4, 2020

### Background:

Attached, you will find an agenda item requesting final payment to Fordice Construction Company for the Beasley Road Bridge Replacement Project. The bridge replacement project removed a structurally deficient timber bridge structure with concrete bridge structure. Fordice Construction Company has completed the construction and is requesting final payment in the amount of \$14,386.43.

It is the recommendation of this office that Fordice Construction Company is paid final payment in the amount of \$14,386.43. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

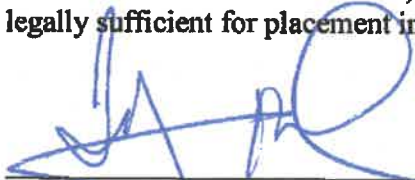

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
7/28/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE BEASLEY ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B4501.201 (WARD 2)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

**IT IS FURTHER ORDERED** that the purchase of the buses from Gillig, LLC pursuant to the cooperative procurement agreement with Coast Transit Authority shall not be construed as obligating the City to purchase additional buses from Gillig, LLC or creating an exclusive supplier relationship with Gillig, LLC.

**IT IS FURTHER ORDERED** that the Mayor shall be authorized to execute any all purchase orders, contracts, or other documents required by Gillig, LLC which relates to the purchase of the three (3) 35-ft. and one (1) 40-ft. hybrid transit buses pursuant to the cooperative procurement agreement.

Council Member Tillman moved adoption; Council Member Priestler seconded.

Yeas- Foote, Lindsay, Priestler, Stamps and Tillman.  
Nays- None.  
Absent- Banks and Stokes.

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF FORDICE CONSTRUCTION COMPANY FOR THE BEASLEY ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B4501.201.**

**WHEREAS**, on September 24, 2019, the City of Jackson received three sealed bids for the Beasley Road Bridge Replacement Project, City Project No.19B4501.201; and

**WHEREAS**, the bid received from Fordice Construction Company in the amount of \$405,802.50, was the lowest and best bid received and met specifications; and

**WHEREAS**, the Department of Public Works recommends that the City accept the bid of Fordice Construction Company, as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Fordice Construction Company in the amount of \$405,802.50, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Priestler moved adoption; Council Member Stamps seconded.

Yeas- Foote, Lindsay, Priestler, Stamps and Tillman.  
Nays- None.  
Absent- Banks and Stokes.

\*\*\*\*\*

**ORDER VACATING A CERTAIN EASEMENT AND ACCEPTING DONATION OF AN EASEMENT IN INDUSTRIAL HEIGHTS SUBDIVISION.**

**WHEREAS**, Entergy Mississippi, Inc. (the "Petitioner") has petitioned the City of Jackson, Mississippi (the "City of Jackson"), to vacate a portion of a certain easement reserved by the City when the City Council passed an ordinance closing and vacating Gunter Street on July 3, 1928; and

**WHEREAS**, the Petitioner seeks to donate a new easement to accommodate the construction of a relocated public sanitary sewer line necessary for construction of a new substation at the corner of Mill Street and Lorenz Boulevard; and

**WHEREAS**, the City Council of the City of Jackson finds that the easement, which the Petitioner is seeking to terminate and vacate, is no longer needed for a public purpose; and

**WHEREAS**, the City Council of the City of Jackson finds that the easement, which the Petitioner is seeking to dedicate, will be necessary for the continued use of public sanitary sewer lines.

**IT IS, THEREFORE, ORDERED** that the following described easement reserved in Gunter Street is hereby vacated:

CITY OF JACKSON, MISSISSIPPI  
 CONTRACTOR'S MONTHLY ESTIMATE  
 City Project Number : 19B4501.201  
 Beasley Road Bridge Replacement  
 Estimate No. : Three (3) & FINAL  
 Period : June 1, 2020 thru June 16, 2020

ITEM	PLAN QUANTITY	ALLOWED THIS MONTH	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT THIS MONTH	TOTAL AMOUNT TO DATE
Mobilization	1		1	LS	\$25,000.00	\$0.00	\$25,000.00
Clearing & Grubbing	1		1.0	LS	25,000.00	0.00	25,000.00
Removal of Timber Bridge	1		1.0	Each	15,000.00	0.00	15,000.00
Removal of Asphalt Pavement, All Depths	110		192.44	SY	10.00	0.00	1,924.40
Undersalfted Excavation (LVM)	825		825	CY	15.00	0.00	12,375.00
Borrow Excavation (LVM)(CF)(CI 9)	200		136	CY	25.00	0.00	3,400.00
Seeding	1		1	Acres	3,600.00	0.00	3,600.00
Vegetative Materials for Match	1		1	Ton	1,100.00	0.00	1,100.00
Temporary Silt Fences (Type II)	300		0	LF	10.00	0.00	0.00
Wattles, 20"	250		0	LF	12.00	0.00	0.00
Granular Material (LVM)(CI 3, Gp D)	25		25	CY	65.00	0.00	1,375.00
Crushed Stone, Size 6/10, (LVM)	40		52.95	Ton	70.00	0.00	3,706.50
Hot Mix Asphalt Base Course (BB-1)	25		25.33	Ton	295.00	0.00	7,472.35
Hot Bituminous Pave, Surface Crse (SC-1)	65		40.89	Ton	210.00	0.00	8,588.90
Cold Milling of Bituminous Pave, All Depths	100		213.0	SY	28.50	0.00	6,070.50
Asphalt Cement for Tack Coat	150		150	Gal	10.00	0.00	1,500.00
Maintenance of Traffic	1	0.079	1,000	LS	10,000.00	790.00	10,000.00
Additional Construction Signs	100		0	SF	10.00	0.00	0.00
4" Thermoplastic Edge Stripe (CW)(90 mils)	0.10	0.08	0.06	MIle	21,000.00	1,680.00	1,680.00
4" Thermoplastic Traffic Stripe (CY)(90 mils)	400		0	LF	6.00	0.00	0.00
4" Thermoplastic Traffic Stripe (SY)(90 mils)	200	205	205	LF	12.00	2,460.00	2,460.00
ReflectORIZED Traffic Object Markers (TY 3)	4		4	Each	150.00	0.00	600.00
Test Pile	2		2	Each	5,000.00	0.00	10,000.00
Conventional Static Pile Load Test	1		0	Each	0.00	0.00	0.00
14" Prestressed Concrete Piling	760		520	LF	48.00	0.00	24,960.00
19" Precast Concrete Slab Unit, 3.5' Inter.	12		12	Each	3,300.00	0.00	39,600.00

31' Precast Concrete Slab Unit, 3.5' Inter.	6	6	Each	5,000.00	0.00	30,000.00
18' Precast Concrete Slab Unit, 3.5' Exter.	4	4	Each	3,450.00	0.00	13,800.00
31' Precast Concrete Slab Unit, 3.5' Exter.	2	2	Each	5,300.00	0.00	10,600.00
Precast Concrete Barrier Rail, 18'	78	78	LF	195.00	0.00	14,820.00
Precast Concrete Barrier Rail, 31'	62	62	LF	195.00	0.00	12,090.00
31' Precast Concrete Cap, End Unit	2	2	Each	6,650.00	0.00	13,300.00
31' Precast Concrete Cap, Intermed Unit	2	2	Each	6,650.00	0.00	13,300.00
8.25' Precast Concrete Wing	4	4	Each	1,500.00	0.00	6,000.00
Loose Riprap, 200 Lbs.	750	426.64	Ton	70.00	0.80	29,864.80
Grouted Riprap	200	284	SY	115.00	0.00	32,680.00
Geotextile Under Riprap, Ty V	625	383.34	SY	3.50	0.00	1,341.89

TOTAL CONSTRUCTION ITEMS \$4,930.00 \$383,187.14

Less Retainage at 2.5 % 0.00 0.00

TOTAL AMOUNT NOW DUE AND PAYABLE \$4,930.00 \$383,187.14

TOTAL AMOUNT EARNED TO DATE	\$383,187.14
LESS RETAINAGE @ 0.0 %	0.00
TOTAL AMOUNT DUE AND PAYABLE	\$383,187.14
LESS PREVIOUS PAYMENTS	(368,800.71)
AMOUNT CURRENTLY DUE & PAYABLE	\$14,386.43

**CONTRACTOR'S CERTIFICATE FOR PAYMENT**

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Envidia Construction Company*

By:  Hunter L. Fordice, President

Date: June 25, 2020

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 14,386.43

ENGINEER :

By: 

Date:

7/16/20



# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i>	<b>ARCHITECT'S PROJECT NUMBER:</b> City Project No.	OWNER <input type="checkbox"/>
Beasley Road Bridge	<b>CONTRACT FOR:</b> 19B4501.201	ARCHITECT <input type="checkbox"/>
Replacement Project	Beasley Road Bridge	CONTRACTOR <input type="checkbox"/>
	Replacement Project	SURETY <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i>	<b>CONTRACT DATED:</b> October 31, 2019	OTHER <input type="checkbox"/>
City of Jackson, Mississippi		
219 S. President Street		
Jackson, MS 39205		

STATE OF: Mississippi

COUNTY OF: Warren

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: "None"


**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.  
Indicate attachment:  Yes  No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
- Contractor's Affidavit of Release of Liens (AIA Document G706A™)

**CONTRACTOR:** *(Name and address)*

Fordice Construction Company  
P.O. Box 1101  
Vicksburg, MS 39181  
BY: 

*(Signature of authorized representative)*

Hunter L. Fordice, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date:  
June 25, 2020

Notary Public:

  
My Commission Expires:

September 28, 2020



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original signed that changes will not be obscured.



Established 1948

# FORDICE CONSTRUCTION COMPANY

P.O. BOX 1101  
VICKSBURG, MISSISSIPPI 39181  
TELEPHONE 601/636-5807  
FAX 601/636-8847

June 25, 2020

Mr. Calvin Dean, P.E., CFM  
Crown Engineering, PLLC  
P.O. Box 16812  
Jackson, Mississippi 39236

Re: City of Jackson Beasley Road Bridge Replacement  
City Project No. 19B4501.201

Dear Mr. Dean:

In order to final out the above referenced contract, we hereby submit the following documents :

- AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims
- AIA Document G707 - Consent of Surety to Final Payment
- Sworn and Notarized statement by Fordice Construction Company regarding one year labor and material warranty.
- Pay Request Number Three (3) and FINAL

"WE HEREBY CERTIFY THAT THE PROJECT UNDER OUR CONTRACT NUMBER 19B4501.201 WITH THE CITY OF JACKSON, MS HAS BEEN COMPLETED IN ACCORDANCE WITH ALL CONTRACT DOCUMENTS; AND FURTHERMORE, WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON THIS PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, COMMENCING ON THE COMPLETION DATE OF JUNE 16, 2020, AND ENDING ON JUNE 16, 2021."

Subscribed and sworn to before me this 25 th day of June, 2020

Notary Public :

*Stephanie H. Oldenburg*

My Commission Expires : *September 28, 2020*



SKILL • RESPONSIBILITY • INTEGRITY



Mr. Calvin Dean, P.E., CFM  
June 25, 2020  
Page Two (2)

If you have any questions or need additional information, please don't hcsitate to contact me.

Very truly yours,

FORDICE CONSTRUCTION COMPANY



Hunter L. Fordice  
President

HLF/pho

Encl.



**AIA**

# Document G707™ - 1994

## Consent Of Surety to Final Payment

Bond # 9101689

**PROJECT: (Name and address)**  
 City of Jackson Bridge Rehabilitation Project  
 -- Beasley Road Bridge Replacement --  
 Jackson, MS -- Project No. 19B4501.201

**TO OWNER: (Name and address)**  
 City of Jackson  
 219 South President Street  
 Jackson, MS 39201

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** Construction

**CONTRACT DATED:** 10/31/2019

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**SURETY:**

**OTHER:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

**Fidelity and Deposit Company of Maryland**  
 1299 Zurich Way, 5th Floor  
 Schaumburg, IL 60196-1056

on bond of  
*(Insert name and address of Contractor)*  
**Fordice Construction Company**  
 P.O. Box 1101  
 Vicksburg, MS 39181

. SURETY.

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety  
 of any of its obligations to

*(Insert name and address of Owner)*  
**City of Jackson**  
 219 South President Street  
 Jackson, MS 39201

. CONTRACTOR.

as set forth in said Surety's bond.

. OWNER.

IN WITNESS WHEREOF, the Surety has hereto set its hand on this date: **June 23rd, 2020**  
*(Insert in writing the month followed by the numeric date and year.)*

**Fidelity and Deposit Company of Maryland**  
*(Surety)*

*Dewey B. Mason*

*(Signature of authorized representative)*

**Dewey B. Mason, Attorney-in-Fact**  
*(Printed name and title)*

Attest:  
 (Seal):

*Debbie Denaweg*

**ZURICH AMERICAN INSURANCE COMPANY  
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jim E. BRASHIER, Susan SKRMETTA, Troy WAGENER, Loren Richard HOWELL, JR, Kathleen SCARBOROUGH and Dewey B. MASON, all of Biloxi, Mississippi, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of October, A.D. 2019.



**ATTEST:  
 ZURICH AMERICAN INSURANCE COMPANY  
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*[Handwritten Signature]*

By: *Robert D. Murray*  
 Vice President

*[Handwritten Signature]*

By: *Dawn E. Brown*  
 Secretary

State of Maryland  
 County of Baltimore

On this 24th day of October A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deponeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal (the day and year first above written).



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
 My Commission Expires: July 9, 2023



OFFICE OF THE CITY ATTORNEY  
268  
7-27-2020  
11:41 AM

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02.**

**WHEREAS**, on July 7, 2020, the City of Jackson received one sealed bid for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project, City Project No.19B01032.904, DWI-L250008-02; and

**WHEREAS**, the bid received from Hemphill Construction Company, Inc. in the amount of \$1,997,636.00, was the lowest and best bid received and met specifications; and


**WHEREAS**, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc. as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Hemphill Construction Company, Inc. in the amount of \$1,997,636.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

**ITEM #** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**BY:** **WILLIAMS, CARTER, LUMUMBA**

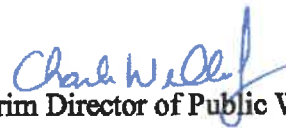
Agenda Item # 28  
Agenda Date August 4, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**July 21, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02.</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents and businesses in within the City of Jackson Corporate Limits																																													
4.	<b>Benefits</b>	Water/Bridge Infrastructure JH Fewell Water Plant																																													
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.																																													
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located at the JH Fewell WTP.																																													
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	\$1,997,636.00 ✓																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan #2 Account No. 032-521.90-9B0103-904-6485 																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

**Council Agenda Item Memorandum**

To: Mayor, Chokwe Antar Lumumba  
From: Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer  
Date: July 7, 2020



**Agenda Item:**

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02.**

**Purpose:** Water/Bride Infrastructure Repair JH Fewell  
**Cost:** \$1,997,636.00  
**Project/Contract Type:** Influent Pump Bridge Replacement  
**Funding Source:** Fund 32  
**Schedule/Time:** August 2020  
**DPW Manager:** Charles Williams Jr., PE, PhD/Mary Carter

**Background:**

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a contract with Hemphill Construction Company, Inc., for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project. The purpose of is this project is to replace the existing bridge structure to the influent pump station. This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

**Office of the City Attorney**

7/20/20  
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 ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02** is legally sufficient for placement in NOVUS Agenda.

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

7/20/20  
\_\_\_\_\_  
**DATE**





July 8, 2020  
Cornerstone Engineering Project No. 19-04

Charles Williams, P.E., PhD, City Engineer  
Department of Public Works  
City of Jackson, Mississippi  
200 South President Street  
Jackson, MS 39201

**REFERENCE:**BID EVALUATION  
PROPOSED COJ JH FEWELL PUMP STATION PEDESTRIAN BRIDGE  
REPLACEMENT PROJECT

Dear Dr. Williams:

As you are aware, on July 7, 2020, one (1) bid was received and opened for the above referenced project. The original proposals were retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bids and have found the following:

The apparent lowest bid was received in the amount of \$1,997,636.00 from Hemphill Construction Company, Inc. Hemphill Construction had MBE participation of 12.43% as noted in their bid. Hemphill also had FBE participation of 15.23% as noted in their bid.

Our engineer's budget estimate for the project was \$1,700,000.00 for the construction budget. Hemphill Construction, Inc.'s proposal is slightly over the projected construction estimate.

The final official bid tabulation is included in Attachment A. Please let us know of the City Council's decision at your earliest convenience so we may prepare the contract documents for execution. Please call if you or your staff have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mauricka McKenzie, Sr.'.

Mauricka McKenzie, Sr., P.E., BCEE  
Principal Engineer

Cc: Mary Carter, Deputy Public Works Director

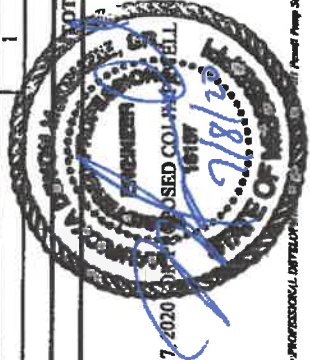
# BID TABULATION

## Proposed COJ JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project

SRF LOAN #3 DW1-L250008-02, Contract #2

Apparent Low Bidder #1  
**HEMPHILL**

Item Sched. No.	Item Description	Estimated Quantity	Unit Description	Bidder's Original Price	
				Unit Price	Total Price (Estimated Quantity x Unit Price)
A 1	Mobilization	1	LS	\$ 65,000.00	\$ 65,000.00
A 2	Clearing, Bushhogging, and Grading and Debris Removal	1	LS	\$ 20,000.00	\$ 20,000.00
A 3	Electrical Demolition	1	LS	\$ 21,500.00	\$ 21,500.00
A 4	Cleanup, Grassing, and Erosion Control	800	SY	\$ 34.00	\$ 27,200.00
A 5	Remove and Dispose Existing Timber Pedestrian Bridge	1	LS	\$ 95,000.00	\$ 95,000.00
A 6	Concrete Pavement Demolition	1	LS	\$ 9,985.00	\$ 9,985.00
A 7	Temporarily Cap Existing 2" PVC Water Line Near Intake Structure and Reinstall at Bridge Completion (100 LF)	1	LS	\$ 2,500.00	\$ 2,500.00
A 8	Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
B 1	Install Steel Bridge Foundations (Drive Piles - Steel HP 14 x 89 Piling)	1500	LF	\$ 50.00	\$ 75,000.00
B 2	Install Precast Concrete Pile Cap	9	EA	\$ 3,500.00	\$ 31,500.00
B 3	PDA Test Pile - Steel HP Piling	1	EA	\$ 12,500.00	\$ 12,500.00
B 4	Remove and Dispose of Excess Excavated Soils	150	CY	\$ 22.95	\$ 3,442.50
B 5	Install New Relocated Power Lines, Electrical Conduits/Devices, Control Wiring	1	LS	\$ 325,650.00	\$ 325,650.00
B 6	Install Pedestrian Bridge Steel Superstructure w/wood Decking (760 LF)	1	LS	\$ 765,520.00	\$ 765,520.00
B 7	Install New Steel Bridge Superstructure (Appr. 4w' x 15'L) to Connet North Vault	1	LS	\$ 28,500.00	\$ 28,500.00
B 8	Install New Steel Bridge Superstructure (Appr. 4w' x 10'L) to Connet South Vault	1	LS	\$ 27,500.00	\$ 27,500.00
B 9	Salvage, Scribe/blet, Repair and Repaint Ex. Ridge Deck & Rails Between South Vaults	1	LS	\$ 19,500.00	\$ 19,500.00
B 10	Modify Bridge Connection and Handrails at Intake Structure	1	LS	\$ 19,250.00	\$ 19,250.00
B 11	Install Reinforced Concrete End Wall and Approach Slab	1	LS	\$ 20,750.00	\$ 20,750.00
B 12	Install Rip Rap (300 lb) Around Intake Structure and box Culvert	150	TON	\$ 95.00	\$ 14,250.00
B 13	Install 6' Tall Chainlink Manway Gate (black vinyl coated)	1,520	LF	\$ 20.00	\$ 30,400.00
B 14	Install 5' wide Chainlink Manway Gate (black vinyl coated)	1	EA	\$ 1,500.00	\$ 1,500.00
B 15	Install 4' wide Chainlink Manway Gate (Black vinyl coated)	2	EA	\$ 1,000.00	\$ 2,000.00
B 16	Concrete Bridge Pile Encasement	180	LF	\$ 255.70	\$ 46,026.00
B 17	Install 610 Crushed Limestone (4") for Access Road	65	TON	\$ 62.50	\$ 4,062.50
B 18	Install Select Fill Material on Embankment	250	CY	\$ 40.00	\$ 10,000.00
B 19	Install New Bridge Lighting	1	LS	\$ 45,500.00	\$ 45,500.00
B 20	Geotextile under RipRap	400	SY	\$ 2.75	\$ 1,100.00
B 21	Install Flowable Fill	1500	CY	\$ 125.00	\$ 187,500.00
B 22	Allowance (for unforeseen adjustments to utilities, sitework, etc.)	1	LS	\$ 75,000.00	\$ 75,000.00
<b>TOTAL BASE BID:</b>					<b>\$ 1,997,636.00</b>



I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:30 P.M. ON JULY 7, 2020 FOR THE PROPOSED COJ JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT

# *E B O D e t e r m i n a t i o n*

*JH Fewell Water Treatment Plant Influent  
Pump Station Pedestrian Bridge Replacement  
Project SRF Loan #3 DWI-L250008-02 Contract #2*

Bidder: [Hemphill Construction](#)  
Status: [COMPLIANT](#)

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	<i>15.23 %</i>
<i>AABE</i>	<i>12.43 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>*0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

\*Waiver request



OFFICE OF THE CITY ATTORNEY  
7-27-2020  
7-27-2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NICK CLARK AUCTIONS TO PROVIDE AUCTIONEER SERVICES TO THE CITY OF JACKSON**

**WHEREAS**, the Jackson Police Department frequently recovers stolen, lost, misplaced, or abandoned property; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code sets forth the procedures for disposing of lost, stolen, abandoned or misplaced personal property recovered by police; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

**WHEREAS**, The City of Jackson is authorized by Section 17-25-25 of the Mississippi Code of 1972, as amended, to dispose of surplus personal property through a public auction; and

**WHEREAS**, Section 73-4-39 provides that the governing authority of a county or municipality may sell or dispose of any surplus personal or real property at a public auction that shall be conducted by an auctioneer or auction company that meets the standards established by the State Department of Audit and is hired by the governing authority of a county or municipality; and

**WHEREAS**, the best interest of the City of Jackson would be served by contracting with a licensed professional auctioneer to conduct the auctions contemplated by Sections 21-39-21 and 17-25-25 of the Mississippi Code of 1972; and

**WHEREAS**, Nick Clark Auctions is a licensed professional auctioneer qualified to conduct the auctions contemplated by Sections 21-9-21 17-25-25; and

**WHEREAS**, Nick Clark Auctions has previously conducted auctions and provided services to the City of Jackson which were satisfactory; and

**WHEREAS**, based on the City's prior experience with Nick Clark Auctions, it is recommended that a contract be executed with Nick Clark Auctions to provide the auction services contemplated by Sections 21-39-21 and 17-25-25 of the Mississippi Code; and

**WHEREAS**, the initial term of the agreement would be from the date of authorization by the City Council through September 30, 2021 with two one-year options at the mutual agreement of the parties; and

**WHEREAS**, the proposed contract with Nick Clark Auctions would entitle the firm to receive a sum not exceeding 9.50 percent of the gross revenue derived from auctions as compensation; and

**WHEREAS**, the City of Jackson will be responsible for receipt, collection and handling of all monies tendered from each auction conducted under the Auctioneer Service Agreement.

Agenda Item # 29  
Agenda Date August 4, 2020  
WILLIAMS, LUMUMBA

**IT IS, THEREFORE ORDERED** that the Mayor be authorized to execute a contract with Nick Clark Auctions to provide auctioneering services for the City of Jackson for an initial term beginning from the date of authorization by this City Council through September 30, 2021 and two one-year options with the payment of compensation in an amount not to exceed 9.50 percent of the gross revenue derived from each auction.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

JULY 27, 2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	<b>Brief Description / Purpose</b>	Order authorizing the sale of surplus city vehicles					
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	3. Infrastructure and Transportation					
3.	<b>Who will be affected</b>	City Department with inoperable vehicles, equipment and stolen, lost, misplaced, or abandoned property					
4.	<b>Benefits</b>	Clear space for additional vehicles and bring revenue to the City of Jackson					
5.	<b>Schedule (beginning date)</b>	After City Council Approval					
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City-wide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	City Department – JACKSON POLICE DEPARTMENT & PUBLIC WORKS – FLEET MANAGEMENT					
8.	<b>COST</b>	9.50% OF GROSS SALES FROM AUCTION					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	N/A					
10.	<b>EBO participation</b>	ABE _____%	WAIVER	yes _____	no _____	N/A _____	
		AABE _____%	WAIVER	yes _____	no _____	N/A _____	
		WBE _____%	WAIVER	yes _____	no _____	N/A _____	
		HBE _____%	WAIVER	yes _____	no _____	N/A _____	
		NABE _____%	WAIVER	yes _____	no _____	N/A _____	

Department of Public Works



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

Chokwe Antar Lumumba  
Mayor of the City of Jackson

## MEMORANDUM

To: Mayor Chokwe Antar Lumumba  
From: Dr. Charles Williams, City Engineer CW 6/24/2020  
Date: June 24, 2020  
Re: Auctioneer Service Agreement

---

Pursuit to Mississippi Code of 1972 Section 17-25-25, the City of Jackson must have a current and binding contract with a license auctioneer to perform the duties set forth in the Mississippi Code. Our current contract with Nick Clark Auctions has expired effective 09-30-2019

Nick Clark Auction has been providing these services to the City since 2000 and has kept the City in compliance with MS Code 17-25-25. I feel the best interest of the City of Jackson would be served by renewing the contract with Nick Clark Auctions.

Should you have any questions please feel free to contact me at (601) 960-2091.

CW/dd



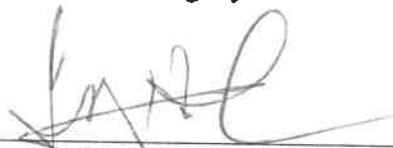
Office of the City Attorney

7/24/20  
7/25/20  
7/27/20  
7/28/20  
OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39205-2779  
Telephone: (601) 960-1790  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NICK CLARK AUCTIONS TO PROVIDE AUCTIONEER SERVICES TO THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



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

7/28/20

DATE



## AUCTIONEER SERVICE AGREEMENT

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **NICK CLARK AUCTIONS** hereinafter called "Auctioneer" and **THE CITY OF JACKSON, MISSISSIPPI**, a municipal corporation, hereinafter called "City".

### WITNESSETH

In consideration of the mutual benefits each to the other, the parties hereto agree as follows:

### SERVICES

Auctioneer shall perform the auctioneer services set forth in the Specifications attached hereto as Exhibit "A" and incorporated herein by reference in its entirety. Auctioneer shall perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies as set forth in Mississippi code of 1972 §73-4-39 and §41-29-176 et seq.

### TERM

The term of this agreement shall commence on \_\_\_\_\_ day of \_\_\_\_\_, 2020, and expire on the \_\_\_\_\_ day of \_\_\_\_\_, 2027. However, the City shall have the option to extend the Agreement for an additional period of up to one (2) year, with all prices remaining constant.

### COMPENSATION

Auctioneer shall receive, and City shall pay, as full compensation for all services a sum not to exceed 9.50 % of gross revenues from any auction sale conducted by Auctioneer. The City will pay all invoices within 45 days after submitted pursuant to State Law.

### INDEPENDENT CONTACTOR

Auctioneer is an independent contractor and shall not represent itself as an agent or employee of City for any purpose in the performance of Auctioneer's duties under this Agreement. Accordingly, Auctioneer shall be responsible for payment of all federal, state and local taxes, as well as business license fees arising out of Auctioneer's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

### INDEMNITY, INSURANCE and BOND

Auctioneer shall indemnify and hold harmless the City and its officials, agents and employees from and against all claims, damages, losses, and expense, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and costs related to court action or arbitration) arising out of or resulting from the performance of this Agreement or the actions of the Auctioneer or its officials, employees, or agents under this Agreement or under the Agreements entered into by the Auctioneer in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

In addition, Auctioneer shall comply with the Mississippi Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Auctioneer shall maintain, at its expense, the following minimum insurance coverage:

- a. Bodily Injury Liability: \$1,000,000 each accident; and
- b. Automobile Property Damage Liability: \$500,000 each accident; and
- c. Property Damage Liability: \$ 1,000,000 each accident \$1,000,000 aggregate operation, \$1,000,000 aggregate protective. (Insuring clause for bodily injury and damage shall be amended to provide coverage on an occurrence basis; and
- d. Bond in the amount of \$100,000.

Upon execution of the Agreement, Auctioneer shall furnish City proof of compliance with insurance coverage requirements of this Agreement and shall furnish a certificate of insurance from an insurance company licensed to do business in the State of Mississippi and acceptable to the City in order to verify the existence of said insurance coverage. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

#### **HEALTH AND SAFETY**

Auctioneer shall be responsible for initiating, maintaining and Supervising all safety precautions and programs required by OSHA, and all other regulatory agencies, while providing services under this Agreement.

#### **NON-DISCRIMINATION IN EMPLOYEMENT**

Auctioneer shall not discriminate against any employee or applicant for employment in its business because of age, sex, race, creed, national origin, or disability. Auctioneer shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment without regards to their age, sex, race, creed, national origin, or disability. In the event Auctioneer is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by the City and Auctioneer may be declared ineligible for future work for the City.

#### **GOVERNING LAW**

This Agreement shall be governed by and in accordance with the laws of the State of Mississippi, as set forth in Mississippi code of 1972 §73-4-39 and §41-29-176 et seq.

#### **TERMINATION OF AGREEMENT**

This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of the notice of termination. Such termination does not bar either party from pursuing a claim for damages for breach of the Agreement.

This Agreement may be terminated, without cause, by either party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Agreement and if the failure is not corrected within ten (10) days of the receipt of the notification.

Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Agreement, either with or without cause, shall not form the basis for any claim for loss of anticipated profits by either party.

#### **ASSIGNMENT**

Auctioneer shall not assign its interest in this Agreement without the prior written consent of the City. Auctioneer has no authority to enter into Agreements on behalf of City.

#### **COMPLIANCE WITH LAWS**

Auctioneer represents that it is in compliance with all Federal, State, and local laws, regulation or orders, as amended or supplemented.

#### **NOTICES**

All notices which may be required by this Agreement or any rule of law shall be effective when received by certified mail sent to the following address:

City of Jackson Mississippi  
Director of Administration  
P O Box 17  
Jackson, MS 39205

Nick Clark Auctions  
1046 Greymont Street  
Jackson, MS 39202

or

Nick Clark Auctions  
101 Saddle Creek Cove  
Canton, MS 39046

#### **AUDIT RIGHTS**

For all services being provided under this Agreement, City shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services within one (1) week of said request. Such review will be conducted at the office of the City.

#### **EQUIPMENT**

Auctioneer shall supply, at its sole expense, all personnel, equipment, tools, materials, and or supplies required to provide contracted services unless otherwise agreed in writing. In no event shall City otherwise be responsible for expenses incurred by Auctioneer in performance of the contact work.

#### **NON-EXCLUSIVITY**

The City reserves the right to contract with other companies or entities for auction services and/or auction related services without restrictions.

#### **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between City and Auctioneer and shall supersede all prior understanding and Agreements relating to the subject matter hereof, and may be amended only by written agreement of the parties.

**HEADINGS**

The subject heading of the paragraphs is included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and not purpose of interpretation shall be made to the contrary.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the date approved after first being duly authorized to do so by Council meeting.

**ATTEST**

**AUCTIONEER:**

**NICK CLARK AUCTIONS**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST**

**CITY OF JACKSON, MISSISSIPPI**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Chokew Anatar Lumumba, Mayor**

OFFICE OF THE CITY ATTORNEY  
7/21/20

**ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "SHAMEKA GARNER VS. CITY OF JACKSON, ET AL." IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CAUSE NO. 2016-661.**

**WHEREAS**, on November 10, 2016, plaintiff, Shameka Garner, filed a Complaint naming the City of Jackson, Mississippi as one of the defendants, alleging negligence on the part of a city employee involved on a motor vehicle accident that resulted in alleged personal injuries to the plaintiff, and property damage to plaintiff's vehicle. The case is styled "Shameka Garner v. City of Jackson, et al.", In the Circuit Court of the First Judicial District of Hinds County, Mississippi, Cause No. 2016-661; and,

**WHEREAS**, on or about July 20, 2020, the parties, through counsel, have reached a proposed agreement to settle the aforementioned lawsuit; and,

**WHEREAS**, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiff and their attorney Megan M. Patrick, in return for a complete release of the City and Entry of an Agreed Order of Dismissal with Prejudice; and,

**WHEREAS**, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and,

**WHEREAS**, based on disputed liability on the part of the City and disputed damages suffered by the plaintiff, Shameka Garner, it is in the best interest the City of Jackson resolve this matter and settle the all claims asserted by the plaintiff against all defendants by paying the sum of Two Thousand Dollars and No Cents (\$2,000.00) to the plaintiff.

**NOW, THEREFORE, IT IS HEREBY ORDERED**, by the City Council, that the City, in an effort to settlement this matter and release the City from any and all liability, pay the sum of Two Thousand Dollar and No Cents (\$2,000.00) from the City's State tort (MTCA) fund to the plaintiff by way of a check in said amount to be made out to the plaintiff, Shameka Garner, and her attorney, Megan M. Patrick.

**IT IS FURTHER ORDERED** that the payment be conditioned upon the receipt of a release and Agreed Order of Dismissal with Prejudice both fully executed by the plaintiff and executed as to form by her attorney.

Item # \_\_\_\_\_  
Date: \_\_\_\_\_  
By: Howard, Lumumba

Agenda Item # 20  
Agenda Date August 4, 2020

# MEMORANDUM



Office of the City Attorney  
(601) 960-1799

## ***PRIVILEGED AND CONFIDENTIAL***

**TO:** HONORABLE CHOKWE ANTAR LUMUMBA , MAYOR  
MEMBERS OF THE CITY COUNCIL

**FROM:** TIMOTHY HOWARD, CITY ATTORNEY

**DATE:** July 28, 2020

**RE: ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "SHAMEKA GARNER VS. CITY OF JACKSON, ET AL." IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No. 2016-661.**

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This memorandum is to recommend settlement regarding the above styled matter against the City of Jackson, Mississippi.

The Office of the City Attorney (OCA) has been successful in negotiations and the Plaintiff are willing to accept Two Thousand and No Cents (\$2,000.00) as full and final settlement of all claims against the City of Jackson.

The lawsuit was originally filed on November 10, 2016 in Circuit Court against the City of Jackson, Mississippi and an employee. This is a personal injury claim stemming from a motor vehicle accident that occurred at the intersection of W. Frontage Rd. and Beasley Rd. on November 18, 2015. The Plaintiff alleged while both her vehicle and the City vehicle were making a left turn onto Beasley Rd., the City vehicle veered into her lane causing damage to her vehicle and injury to her person. Both liability and damages are in dispute.

The Plaintiff's initial demand was for \$22,000.00. Plaintiff has now agreed to accept Two Thousand and No Cents (\$2,000.00) as full and final settlement of all claims against the City of Jackson.

The OCA recommends that the governing authorities approve a final settlement in this cause.



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

OFFICE OF THE CITY ATTORNEY  
7/28/20

## OFFICE OF THE CITY ATTORNEY

---

**ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "SHAMEKA GARNER VS. CITY OF JACKSON, ET AL." IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CAUSE NO. 2016-661, is legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
**Tim Howard**, *City Attorney*

**James Anderson, Jr.**, *Deputy City Attorney* 

DATE





OFFICE OF THE CITY ATTORNEY  
TCR  
7/12/20

**ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "WAYNE E. FERRELL, JR. AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162.**

**WHEREAS**, on October 14, 2016, Plaintiffs filed an Amended Complaint naming the City of Jackson, Mississippi as one of the defendants, alleging breach of contract, conspiracy, and a violation of City Ordinance in the case styled, "Wayne Ferrell, Jr.; and Tombigbee Court, LLC v. City of Jackson, et al.", In the Chancery Court of the First Judicial District of Hinds County, Mississippi, Cause No. G2015-1162; and,

**WHEREAS**, on July 8, 2020, the parties participated in a status conference with the Judge. The parties, through counsel, discussed settlement of this matter and have reached a proposed agreement to settle the aforementioned lawsuit styled "WAYNE E. FERRELL, JR.; AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162; and,

**WHEREAS**, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiffs and their attorney Chuck McCray, in return for a complete release of the City and Entry of an Agreed Order of Dismissal with prejudice; and,

**WHEREAS**, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and,

**WHEREAS**, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle the claims by granting exclusive use to Plaintiffs of two metered parking spaces and two subsequently developed parking spaces, on Congress Street, for a period not to exceed five years.

**WHEREAS**, the agreement between the City and the Plaintiffs shall specify that the City will not be responsible for the enforcement of said parking spaces and Plaintiffs shall indemnify the City regarding any disputes surrounding the enforcement of said parking spaces; and,

**WHEREAS**, the agreement between the City and the Plaintiffs shall specify that the grant of use of the four parking spaces for a period of five years, on Congress Street to Plaintiffs, is not transferable nor renewable.

**NOW, THEREFORE, IT IS HEREBY ORDERED**, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi may, in an effort to settle this matter and release the City from any and all liability, grant exclusive use to Plaintiffs of two metered parking spaces and two subsequently developed parking spaces, on Congress Street, for a period not to exceed five years, with said agreement specifying that the City will not be responsible for the enforcement of the parking spaces; that the Plaintiffs shall indemnify the City regarding any disputes surrounding the enforcement of the parking spaces; and that the agreement itself is not transferrable or renewable.

Agenda Item # 31  
Agenda Date August 4, 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 ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "WAYNE E. FERRELL, JR. AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162 is legally sufficient for placement in NOVUS Agenda.



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

7/28/20  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
7/24/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CREATIVE RESEARCH SOLUTIONS (CRS), DR. SHANESHA BROOKS-TATUM, OWNER, TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT ASSESSMENTS OF PROJECTS FUNDED BY THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, *ECONOMIC PATHWAYS TO HUMAN DIGNITY; BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH***

**WHEREAS**, under the umbrella of the said W. K. Kellogg Foundation grant and through the development of a number of strategic partnerships, the City of Jackson will: 1) build an investment-ready environment, 2) create a work-ready population, and 3) establish an innovation-rich culture; and

**WHEREAS**, the grant is organized around the ability to: 1) to connect an underemployed and under-skilled workforce to meaningful employment; 2) create a bridge for low- to mid-skilled workers to move into mid to high-skilled employment; 3) build pathways for the retention of high-skilled, locally college-educated workers; and 4) increase the number of occupational opportunities through intentional employer engagement and economic growth in technology, education, creativity, and health care; and

**WHEREAS**, the grant requires an evaluation of the overarching project and its components, Creative Research Solutions (CRS), a qualified and experienced company in providing program evaluations, will use preliminary evaluation findings to assist in building an infrastructure for promoting economic growth. This will lead to the creation of a cooperative model among business incubators and employment access centers, designed to sustain economic growth beyond the three-year initiative; and

**WHEREAS**, upon approval by City Council, CRS will develop the infrastructure and/or rubric for data collection and analyses activities, which include, but are not limited to: background research; logic model and evaluation plan refinement; monitoring plan technical assistance; observations; surveys; and focus group(s); and

**WHEREAS**, CRS will report to the City of Jackson summarized findings from the survey, focus groups, and observations. A key deliverable to be produced by CRS will be evaluation reporting for submission to the W. K Kellogg Foundation, which will directly impact Year 2 and Year 3 activities; and

**WHEREAS**, the terms of the contract with CRS and the City of Jackson will be for the period beginning August 1, 2020 through March 31, 2022; and

**WHEREAS**, the total amount of compensation for the services rendered during the period August 1, 2020 through March 31, 2022 shall not exceed \$120,00.00 in fees and not to exceed \$2,500.00 in travel-related expenses.

**IT IS HEREBY ORDERED** That the Mayor be authorized to execute a contract with Creative Research Solutions to conduct evaluation services of the W. K. Kellogg grant *Economic Pathways to Human Dignity; Building Occupational Opportunities & Economic Growth* and its supported components, for the period August 1, 2020 through March 2022, and in an amount not to exceed \$120,000.00 in fees and not to exceed \$2,500 in travel-related expenses.

Agenda Item # 3L  
Agenda Date August 4, 2020

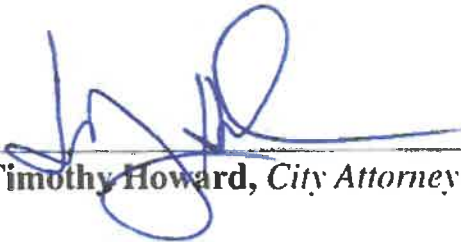
Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CREATIVE RESEARCH SOLUTIONS (CRS), DR. SHANESHA BROOKS-TATUM, OWNER, TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT ASSESSMENTS OF PROJECTS FUNDED BY THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, *ECONOMIC PATHWAYS TO HUMAN DIGNITY; BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH* is legally sufficient for placement in NOVUS Agenda.



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Timothy Howard, *City Attorney*

7/27/20  
Date

OFFICE OF THE CITY ATTORNEY  
7/27/20

**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "MELODEE THOMPSON ET AL. VS. THE CITY OF JACKSON, ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; Civil Action No.: 3:17-cv-00986 CWR-FKB.**

**WHEREAS**, on December 7, 2017, a Complaint was filed naming the City of Jackson, Mississippi; Officer Brandon Caston, in his official and individual capacity; Officer Adelbert Moore, in his official and individual capacity; Officer Kourtney Kelly, in her official and individual capacity; and Officer Jason Miller, in his official and individual capacity, as Defendants, alleging unreasonable seizure under the Fourth and Fourteenth Amendments pursuant to 42 U.S.C. § 1983, excessive force, and numerous state law claims styled, "Melodee Thompson, et al. vs. City of Jackson, et al.", In the United States District Court for the Southern District of Mississippi, Northern Division; Civil Action No. 3:17-cv-00986 CWR-FKB; and,

**WHEREAS**, on July 22, 2020, the parties, through counsel, participated in a settlement conference where the parties negotiated and after which reached a proposed agreement to settle the aforementioned lawsuit styled MELODEE THOMPSON, ET AL. V. CITY OF JACKSON, ET AL., IN THE DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO. 3:17-cv-00986 CWR-FKB; and,

**WHEREAS**, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiffs and their attorneys Carlos Moore and Michael Carr, in return for a complete release of the City, Officer Kourtney Kelly, Officer Brandon Caston, and Officer Adelbert Moore, and Entry of an Agreed Order of Dismissal; and,

**WHEREAS**, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi or any of the named Defendants in their individual capacities; and,

**WHEREAS**, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle all claims in an amount not to exceed \$25,000 in attorney's fees and other compensatory damages.

**NOW, THEREFORE, IT IS HEREBY ORDERED**, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum not to exceed \$25,000.00 to Plaintiffs and their attorneys in return for a complete release of the City and the named officers, in his individual capacities, from any and all liability.

Agenda Item #33  
Agenda Date August 4, 2020

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## OFFICE OF THE CITY ATTORNEY

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**ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "MELODEE THOMPSON, ET AL. V. CITY OF JACKSON, ET AL." IN THE UNITED STATES FEDERAL COURT, SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; Cause No.: 3:17cv00986-CWR-FKB is legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
**Tim Howard**, *City Attorney*  
**LaShundra Jackson-Winters**, *Deputy City Attorney* \_\_\_\_\_

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



**ORDER AUTHORIZING THE RENEWAL OF THE CITY OF JACKSON'S THIRD PARTY ADMINISTRATOR CONTRACT FOR SELF-INSURED WORKERS COMPENSATION CLAIMS**

*Handwritten signature and date:*  
Mrs. Susan [unclear]  
11/11/19

**WHEREAS**, on or September 12, 2017, the governing authorities for the City of Jackson authorized the acceptance of a proposal from York Risk Services Group, Inc. to provide claims administration services for only those workers' compensation claims subject to the excess risk coverage policy, which the City of Jackson had in effect; and

**WHEREAS**, the proposal authorized to be accepted on September 12, 2017 included a fee of \$160.00 per claim for services related to medical only claims and a fee of \$985.00 for indemnity claims administration; and

**WHEREAS**, on July 31, 2018, the governing authorities for the City of Jackson approved a recommendation from the Office of the City Attorney and the Division of Risk Management to amend the agreement to include not only claims subject to excess risk coverage but all self-insured claims; and

**WHEREAS**, the recommendation from the Office of the City Attorney and the Division of Risk Management followed meetings and discussions with the Mississippi Workers' Compensation Commission; and

**WHEREAS**, the governing authorities' approval of the recommendation to amend the agreement to include all self-insured claims and not just those subject to excess risk coverage appears at Minute Book 4N on Page 413; and

**WHEREAS**, on November 6, 2018, the governing authorities for the City of Jackson approved an Order which amended its July 31, 2018 order to include a \$40 per claim per month fee for services provided and related to all claims referred to as historical claims; and

**WHEREAS**, on July 31, 2018, the governing authorities for the City of Jackson authorized acceptance of a proposal from SouthGroup to provide workers compensation coverage underwritten by Bitco commencing August 1, 2018; and

**WHEREAS**, the authority to accept the proposal of SouthGroup to provide workers compensation coverage appears at Minute Book 4N at Page 413; and

**WHEREAS**, the claims administration services provided by York pursuant to the July 31, 2018 action of the governing authorities applied only to those claims which arose prior to August 1, 2018 and are classified as historical as a result of the City's procurement of a commercial insurance policy; and

**WHEREAS**, York Risk Services Group, Inc., was acquired by Sedgwick in September 2019; and

**WHEREAS**, Sedgwick has maintained the personnel assigned to service the City of Jackson's account, and services have continued without interruption; and

Agenda Item # *34*  
Agenda Date August 4, 2020

**WHEREAS**, Sedgwick is amenable to providing third party administration services to the City of Jackson for its self-insured claims arising prior to August 1, 2018 at the same cost and upon the same terms and conditions as the York Risk Services agreement; and

**WHEREAS**, there are 34 active historical claims presently being administered by Sedgwick pursuant to its acquisition of York Risk Services; and

**WHEREAS**, continuity of the third-party administration services, serves the best interest of the City of Jackson and its self-insured program; and

**IT IS HEREBY ORDERED** that authority to agree to continuation of the claims administration services for the self-insured workers' compensation program by Sedgwick be granted.

**IT IS HEREBY ORDERED** that Sedgwick's authority to provide the claims administration services is subject to the City's previous agreement with York Risk Services.

**IT IS HEREBY ORDERED** that only those fees and expenses contained with the agreement and amended agreement between the City of Jackson and York Risk Services shall be paid.

**IT IS HEREBY ORDERED** that claims administration services by Sedgwick may continue annually, without further authorization by the Council, if mutually agreeable, and provided that there is no change in the terms and conditions of the agreement and amended agreement authorized on September 12, 2017, July 31, 2018, and November 6, 2018.

LUMUMBA, HOWARD, POUILLARD

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **July 27, 2020**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE RENEWAL OF THE CITY OF JACKSON'S THIRD PARTY ADMINISTRATOR CONTRACT FOR SELF-INSURED WORKERS OMPENSATION CLAIMS</b>
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	No public policy initiative – general government operations action
3.	<b>Who will be affected</b>	City of Jackson employees, Sedgwick, and City of Jackson generally
4.	<b>Benefits</b>	Allows continuity of claims administration and management
5.	<b>Schedule (beginning date)</b>	Upon council approval
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no)</b> (area)  <b>Project limits if applicable</b>	No area – general government operations action concerning the self-insured workers compensation program
7.	<input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> <b>City Department</b>  <input type="checkbox"/> <b>Consultant</b>	Risk Management Division of the Office of the City Attorney
8.	<b>COST</b>	\$40.00 per month per claim – 34 claims
9.	<input type="checkbox"/> <b>Source of Funding</b> <b>X</b> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	



Office of the City Attorney

(601) 960-1799

TO: Mayor Chokwe Lumumba  
FROM: MacDarrell Poullard, Risk Manager

DATE: July 27, 2020

**RE: Renewal of Third Party Administration Services for  
Self-Insured Workers Compensation Claims**

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The attached agenda item authorizes the renewal of services for third party administration of the self-insured workers; compensation claims which arose prior to August 1, 2018. York Risk Services commenced provided the services on or about August 1, 2018. In September 2019, York was acquired by Sedgwick. Even though there was an acquisition, the personnel assigned to the City of Jackson did not change and services have continued without noticeable interruption.

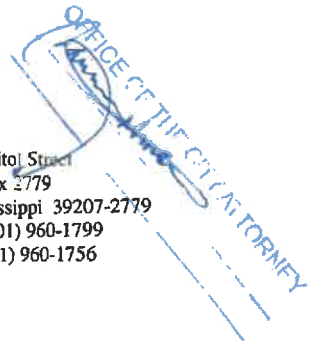
For the purpose of insuring continuity of claims management, I recommend that there be renewal. The services are provided for 34 claims which arose prior to August 1, 2018.

A handwritten signature in blue ink, appearing to read "MacDarrell Poullard", is written over a horizontal line.

MacDarrell Poullard, Risk Management

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE RENEWAL OF THE CITY OF JACKSON'S THIRD PARTY ADMINISTRATOR CONTRACT FOR SELF-INSURED WORKERS COMPENSATION CLAIMS** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney

A handwritten signature in blue ink, appearing to read "Carrie Johnson", written over a horizontal line.

DATE 7/27/2020

OFFICE OF THE CITY CLERK

**ORDER TO AMEND THE ORDER AUTHORIZING THE EXTENSION OF THE OF THE CLAIMS ADMINISTRATION SERVICES CONTRACT WITH YORK RISK SERVICES GROUP, INC. TO INCLUDE 24 MONTH HISTORICAL CLAIM FEE.**

WHEREAS, the City Council approved an Order on or about July 31, 2018, which authorized the extension of the Claims Administration Services Contract; and

WHEREAS, the City desires to amend the order to accurately reflect the monthly \$40.00 per claim fee which will be applicable to the City's Historical Claims since the City now has First Dollar (1<sup>st</sup> Dollar) Commercial Coverage; and

WHEREAS, the \$40.00 per claim monthly fee will be applied to claims requiring administration beyond a 24 month period; and

WHEREAS, the State encouraged the City to acquire the additional assistance, and it is in the best interest of the City to continue with the services of York Risk Services Group, Inc.; and

**IT IS HEREBY ORDERED**, that the Jackson City Council Order approved on or about July 31, 2018, be hereby amended to include the \$40.00 monthly fee per claim for Claims Open for a period extending beyond 24 months.

Item #59  
Date: 11-6-18  
Gipson, Lumumba

Item #59  
Date: 11-6-18  
Gipson, Lumumba

**ORDER ACCEPTING PROPOSAL OF AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES CONTRACT WITH YORK RISK SERVICES GROUP, INC.**

**IT IS HEREBY ORDERED** that the proposal of York Risk Services Group, Inc., to provide specific excess workers compensation administrative services for the City of Jackson Risk Management Department during the period July 15, 2017 to July 15, 2018 for all claims assigned to York by the City of Jackson Risk Management Department.

The proposal covers worker's compensation claims involving employees of the City of Jackson as follows:

**Medical Only Claims ..... \$160.00**

**Indemnity Claims ..... \$985.00**

**IT IS FURTHER ORDERED** that this agreement be renewed for two additional years at the same cost, or lower, if it is mutually agreeable to both parties.

**Vice President Priester** moved adoption; **Council Member Banks** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- Stokes.

Absent- None.

**ATTEST:**

**Kristi Moore**  
City Clerk

I, Kristi Moore, the duly appointed qualified City Clerk and lawful custodian of records of the Council and seal of said City of Jackson, Mississippi, certify that the foregoing is a true and exact copy of an Order passed by the City Council at its Regular City Council Meeting on September 12, 2017 and recorded in Minute Book "6L".

**WITNESS** my signature and official seal of office, this the 14<sup>th</sup> day of September, 2017.

**SEAL**

  
**Kristi Moore, City Clerk**

## **AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES**

This Agreement is entered into as of the 15th day of August, 2017 (the "Effective Date") between **City of Jackson** ("Principal"), a Mississippi public entity, having offices at 218 S. President Street, Jackson, Mississippi 39201 and **York Risk Services Group, Inc.** ("York"), a New York corporation, with its principal place of business at One Upper Pond Road, Building F, Fourth Floor, Parsippany, New Jersey 07054 (the "Agreement").

WHEREAS, Principal desires to retain York pursuant to the terms and provisions of this Agreement to provide Claims Administration Services on claims arising out of Principal's self-insured workers' compensation insurance program (the "Program"); and

WHEREAS, York desires to be retained by Principal pursuant to the terms and provisions of this Agreement to provide Claims Administration Services on claims arising out of the Program; and

WHEREAS, York, by entering into this Agreement, will be obligated to provide Claims Administration Services to Principal on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the promises set forth hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, York and Principal agree as follows:

### **I. DEFINITIONS**

A. "Claims Administration Services" shall include the administration, adjustment, management, oversight and handling of Claims arising out of Principal's Program. Claims Administration Services shall also include, but not limited to, the following services:

1. Providing supervision of the loss adjustment process;
2. Determining and implementing appropriate claims practices to conclude Claims in accordance with York's established practices;
3. Adhering to high standards of professional conduct;
4. Adjusting and managing Claims to assure that Principal and claimants receive high quality service;
5. Establishing, monitoring and timely revisions of case reserves;
6. Settling Claims within the applicable coverage terms and conditions;
7. Maintaining current knowledge of applicable adjustment practices and procedures, local practices, applicable insurance coverage, court decisions, current guidelines in the claims



- function, and Program changes and modifications (as advised by Principal);
8. Assisting in the preparation of Claims for suit, hearing, trial, or subrogation as appropriate;
  9. Acting as Principal's liaison with medical bill reviewers, first notice of loss reporting services and defense counsel;
  10. Reviewing bills of service providers;
  11. Preparing and submitting status and administrative reports in accordance with York's established practices; and
  12. Preserving subrogation rights and overseeing subrogation recovery.

B. "Claim" or "Claims" shall mean claims, arising under the Program and which are referred to York for adjusting during the term of this Agreement.

C. "Loss Adjustment Expense" shall mean, in addition to fees to be paid in accordance with Exhibit A of this Agreement, all reasonable expenses necessary to the adjustment of a Claim in accordance with this Agreement, including but not limited to, legal fees, court costs and fees for court reporters, expert witnesses, investigation, photocopies, subpoenas, photographs, bill review, utilization review and any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a Claim, loss, subrogation right or recovery. York may, but need not, elect to utilize its own staff or affiliated entities to perform these services. The parties agree that during the term of this Agreement and subsequent renewals, Loss Adjustment Expense may be more specifically defined in Exhibit A. In the event that the terms of this Agreement and Exhibit conflict as regards the definition of Loss Adjustment Expense, the language of Exhibit A will control.

D. "Systems" shall mean severally or collectively, York's proprietary claims handling system.

## II. TERM OF AGREEMENT

The term of this Agreement shall commence on August 15, 2017 and shall continue until and through August 14, 2018 (the "Term"). The Agreement shall be automatically extended for additional one-year terms as of each anniversary of its commencement unless prior to that time it has been terminated in accordance with the provisions of this Agreement; and provided further that upon any extension of this Agreement, the extension shall be upon the same terms and conditions as set forth in this Agreement unless the parties mutually agree in writing to amend its provisions. Upon termination of this Agreement for any reason and in accordance with Section XI, all hard copy and electronic Claims files will be transferred to Principal at Principal's expense.

### III. CLAIMS ADMINISTRATION SERVICES

Principal hereby retains York to provide Claims Administration Services, as set forth in this Agreement, including any Exhibits attached hereto, for the Claims that arise out of Principal's Program and that are assigned by Principal to York.

A. The Claims Administration Services to be rendered by York shall be in conformance with the requirements and provisions of this Agreement together with all applicable rules, orders, and interpretations issued by the applicable regulatory authorities as of the date hereof.

B. York shall perform Claims Administration Services for each Claim assigned to it hereunder in accordance with this Agreement and Exhibit A.

C. York acknowledges that execution of this Agreement does not guarantee that York will be assigned any particular number of Claims by Principal.

### IV. DUTIES OF YORK

A. York will maintain sufficient staff with the necessary experience and management oversight. Adjusters assigned to Claims shall have a case load that allows proper attention to the work.

B. To the extent required by law, York will utilize only licensed adjusters and licensed private investigators, where applicable, and such adjusters and investigators shall in the rendering of their services conform to the provisions of all applicable laws, rules, orders, or written interpretations issued by the applicable regulatory authorities.

C. York will investigate, evaluate, negotiate, settle, or deny Claims within the standing authority granted to York from time to time by Principal. York may settle Claims in excess of its standing authority limits only with prior written approval of Principal, which the Principal shall, in writing, promptly grant or deny upon York's request for authority.

D. York acknowledges that all of the Claims files in its possession are the property of Principal and agrees to promptly provide access to or deliver any such file to Principal, at Principal's expense, at any time upon Principal's request. In exchange for Principal's absolute right to obtain the Claims files, Principal agrees that it shall not have the right to set off any sums claimed due from York against fees due York under this Agreement.

E. York expressly agrees to hold all funds and assets of Principal that come into its control or possession during the term of this Agreement subject to the regulatory limitations of deposits insured by FDIC.

F. York will make available, through York's proprietary claims system, claim-related data with "web-enabled" access. Principal will have "view only" access to the system. Principal will bear its own hardware, software, connection and similar costs for accessing York's electronic claims management system.

G. During the Term of this Agreement and at all times that there are open Claims being handled by York, York will fully cooperate with Principal.

H. During the Term of this Agreement and thereafter until all Claims assigned hereunder are closed, York agrees to:

1. Maintain in force a fidelity bond or equivalent insurance, such as Third Party Crime insurance, for the protection of Principal, at a limit not less than one million dollars (\$1,000,000), to cover the risk of loss due to the wrongful conversion of any funds and assets of Principal by York or its employees or independent contractors during the term of this Agreement;
2. Maintain in force an errors and omissions policy, at a limit not less than one million dollars (\$1,000,000) per occurrence;
3. Maintain in force a general liability policy, which upon request shall name Principal as an Additional Insured, and which provides limits not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate and two million dollars (\$2,000,000) products/completed operations aggregate;
4. Maintain in force a workers' compensation and employers liability policy, which provides coverage to employees of York at limits not less than one million dollars (\$1,000,000); and
5. Maintain in force an automobile liability policy which provides a limit of no less than one million dollars (\$1,000,000).

I. York will notify Principal's insurer of all claims which may affect the insurer's coverage in excess of Principal's self-insured retention layer in accordance with the instructions of Principal's insurer as provided to York pursuant to Section V.(A) of this Agreement.

#### V. DUTIES OF PRINCIPAL

A. Principal shall promptly provide York with such information as York may require, including, but not limited to, any copy of documents describing its Program, and all amendments thereto including but not limited to documents submitted to any governmental tribunals for approval of the Program, as well as incident reports and information related thereto in Principal's possession and otherwise cooperate with York in carrying out York's tasks hereunder.

B. Upon receipt of loss notices, Principal shall promptly assign the loss to York for adjusting.

C. Principal shall promptly make funds available for Claim and Loss Adjustment Expense payments with respect to Claims referred to York and respond to York's requests to issue checks in payment of Claims and such checks shall be distributed in accordance with Principal's Claims processing procedures. York, as York may elect, shall have the right to suspend or discontinue its services hereunder in the event Principal does not timely provide such checks. Alternatively, Principal may direct that York open and maintain an account to pay Claims and Loss Adjustment Expense with Funds provided by Principal as required for that purpose. All bank charges associated with these accounts shall be borne by Principal. Any interest earned on funds in such accounts may be used by Principal to defray administrative expenses. Principal shall defend, indemnify and save harmless York from and against all claims, costs and expenses (including, but not limited to, attorneys' fees and court costs) related to or arising out of Principal's failure to timely fund the account. York may (but shall not be required to) withdraw from the account funds to pay undisputed bills from York to Principal and to pay the undisputed portions of disputed bills from York to Principal.

D. Principal shall provide York with training material, along with initial and subsequent training on Principal's forms and other documents affecting Principal's obligations which are provided to York and any written interpretation thereof issued by Principal or any applicable regulatory body. During the term of this Agreement and at all times that there are open Claims being handled by York, Principal shall fully cooperate with York.

E. Principal covenants and agrees that Principal, its employees, agents or independent contractors, will not misuse the information contained within the Claims files. Principal further covenants and agrees to maintain the confidentiality of the information contained within the Claims files, as required by applicable State and Federal law and regulations.

F. Principal shall pay York for Claims Administration Services in accordance with Section VII of this Agreement.

## VI. SYSTEMS AND DATA PROCESSING

A. Although York authorizes Principal to use or have access to its Systems in performance of Claims Administration Services enumerated in this Agreement, this does not license York's system to Principal nor shall Principal have, or assert, any property interest whatsoever in the Systems or any improvements or additions York makes to its Systems during and/or in the course of York's performance under this Agreement, whether or not such improvements or additions were made at the suggestions, request or direction of Principal. Notwithstanding the foregoing, York expressly agrees that Claim-related data generated and/or maintained in connection with this Agreement or any Exhibit hereto shall be and

remain the sole property of Principal and York shall have no right, title, or interest in such data other than such rights necessary to perform Claim Administration Services. York shall use anonymized, aggregated data for auditing, compliance, internal assessments, process improvement and related analytics.

B. This Agreement grants to Principal no right to possess or reproduce all or any part of the Systems used, owned or controlled by York performing all or any part of Claims Administration Services and Principal covenants that it shall not do so.

C. York warrants any System furnished against malfunctions, errors or loss of data which are due solely to errors on its part. If Principal notifies York in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

1. In the event of a malfunction, error or loss of data, upon notice by Principal within twenty (20) days of the malfunction, York will without an additional fee re-create the reports designated by Principal, using data as of the recreation date; and
2. The maximum and only liability of York for such malfunction, error or loss of data shall be its obligation to reprocess reports or regenerate data as described above.

D. THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA SUPPLIED TO PRINCIPAL BY YORK. IN NO EVENT SHALL YORK BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF YORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

## VII. COMPENSATION

A. York shall be entitled to receive and Principal shall be obligated to pay such fees, allowances, costs, reimbursements, or other compensation as are specified in Exhibit A.

B. Principal shall pay York the fees due under Exhibit A of this Agreement no later than thirty (30) days after Principal's receipt of York's invoice as rendered from time to time. Timely payment is an express condition of York's obligations hereunder. If Principal disagrees with any item on any bill, Principal shall set forth the particulars of such disagreement in writing within thirty (30) days of receipt of the bill and pay the undisputed portion of the bill. Unless Principal sets forth its disagreement with a bill as aforesaid, a bill shall be conclusively presumed valid and correct. Notwithstanding the prior sentence, in the event an audit by either party discovers that Principal has under paid or was under billed, invoices shall be adjusted to reflect agreed upon fees. Any bills not paid within 15 days after notice that it is past due shall bear interest at the lesser of the one and one-half percent (1½%) per month or the interest rate allowed by law. If York engages an attorney to collect past due amounts, the reasonable cost of such attorney together with interest as aforesaid and court costs shall be added to the amount due and shall be recoverable as a part thereof.

#### VIII. AUDIT

A. York will maintain books, records, reports and other documents, in electronic or other format reasonably acceptable to Principal relating to its Claims Administration Services performed under this Agreement. All such records and documents pertaining to Claims and the Claims Administration Services rendered by York shall be the property of Principal and be open for inspection, audit and copying, at Principal's expense, by Principal and its agents or their representatives during all regular business hours with reasonable prior written notice to York. York will cooperate fully with all such agents or other representatives of Principal during audits or examinations conducted by Principal or its agents. Principal agrees to the disclosure to York of all information and reports resulting from access to records pursuant to the subsection above. If an auditing agency is utilized by Principal to perform an audit pursuant to this Agreement, the auditing agency will afford the York an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

B. For six (6) months following termination of the Agreement, Principal shall have the right to conduct the audit described in Section VIII. A. at Principal's expense plus York's then current service charge for audit support services.

C. Audits pursuant to this Section VIII shall be conducted in a manner that does not interfere with York's daily operations.

#### IX. CONFIDENTIALITY

A. Both parties hereto acknowledge and agree that Principal's information, data and documentation, including but not limited to, non-public and personal information subject to the provisions of the Gramm-Leach-Bliley Act, 15

U.S.C. Subchapter 1, Sections 6801-6809 et. seq., personal health information under the Health Insurance Portability and Accountability Act, 42 U.S.C. 1301, et. seq., and further including, without limitation, all information, data and documentation related to manuals, lists, policyholder information, operating and other systems, business practices and procedures, any information regarding insureds insurance policies, claimants, and Claims, any business, governmental or regulatory matters of Principal, and other information furnished to or obtained by York, pursuant to or in connection with this Agreement or in connection with the Claims Administration Services to be rendered, may be confidential ("Confidential Information"). York will not divulge, disclose or use the Confidential Information except for purposes of this Agreement, or as may be expressly agreed in writing by the parties, or as may otherwise be required or directed by applicable law or judicial process. This Section IX shall survive the termination of this Agreement, regardless of the reason for termination.

B. During the Term of this Agreement, and after its termination for any reason, Principal shall have the right to request in writing and receive from York a copy of Principal's Claim files and Claim-related records in York's possession. York agrees that Principal may seek an injunction by a court of competent jurisdiction enjoining York from violating any terms of this Agreement or the confidentiality and non-use provisions of this Section IX. Injunctive relief shall be in addition to any other remedies that Principal may have under the law. Notwithstanding the foregoing, York may retain, during the Term of this Agreement and after its termination, a copy of Claims files and the data therein including any Confidential Information contained in any computers, hard drives, servers or other data storage systems of York, for accounting, insurance, archival audit and similar purposes. York will secure said record copy against improper use or disclosure.

C. York shall be solely responsible for informing its employees, officers, and directors of the provisions of this Section and for any acts of its employees, officers or directors that violate the provisions of the Section.

D. Notwithstanding the foregoing, Principal agrees that information used for adjusting claims is not subject to statutory or regulatory restrictions against disclosure for that purpose.

#### X. INDEMNIFICATION

A. York agrees to indemnify, defend and hold harmless Principal and its directors, officers, employees, and agents, from and against any and all causes of action, claims, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable attorney's fees and litigation expenses) incurred by Principal, its directors, officers, attorneys, employees and agents, to the extent attributable to any material breach of this Agreement by York, or to the extent attributable to any negligent, or otherwise

wrongful act or omission of York, its officers, directors, attorneys, employees or agents.

B. Principal agrees to indemnify, defend and hold harmless York and its directors, officers, employees and agents from and against any and all causes of action, claim, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable attorneys' fees and litigation expenses) incurred by York, its directors, officers, attorneys, employees and agents, to the extent such cause of action, claim, damage, loss, cost or expense is not attributable to York's material breach of this Agreement, or the negligent or otherwise wrongful act or omission of York.

C. The above defense, indemnification and hold harmless undertakings shall survive the termination of this Agreement.

D. Principal acknowledges that York has been engaged to provide professional services and that it is not the intent of the parties that York assume any insurance risk. York shall not act as an insurer for Principal, and this Agreement shall not be construed as an insurance policy or any contract or agreement of indemnity; it being understood that York is in no event financially responsible for payment of satisfaction of claims, lawsuits, or any form of cause of action against Principal. The parties agree that the foregoing defense, indemnification and hold harmless undertakings represent a reasonable allocation of commercial risk between the parties.

E. Except as regards Principal's obligation to pay fees in accordance with Section VII of this Agreement, the parties agree that in no event shall the liability of either party under this Agreement exceed the fees paid or due to York for the six (6) months immediately prior to the event from which the claim or matter arises.

## XI. BREACH AND TERMINATION

A. If a material breach by either party of this Agreement occurs, the non-breaching party shall identify the breach by delivery of written notice thereof to the breaching party.

B. Upon delivery of written notification of breach, the breaching party shall have a period of five (5) calendar days within which time the breaching party shall cure the breach. Should the breaching party fail to fully cure the breach within the designated time frame, the non-breaching party may terminate this Agreement: (i) immediately by York if breach due to failure to pay fees due York under Exhibit A, or (ii) in thirty (30) days by delivery of written notice of termination to the breaching party. Any notice of breach or termination shall be delivered pursuant to Section XIII.

C. here to.



C. This Agreement may be terminated by a party without the necessity of any notice or right to cure, upon the occurrence of any of the following events:

1. The expiration of the Term set forth in Section II or any renewal thereof; or
2. The commencement of bankruptcy, insolvency or conservatorship proceedings by the other party, or, if such proceedings are brought against the other party, the other party's failure to have such proceedings dismissed within forty-five (45) days.

D. York may terminate this Agreement and discontinue Claims Administration Services immediately upon notice to Principal, if Principal fails to maintain sufficient balances in the account to properly and adequately fund daily maintenance and indemnity needs, as well as settlement of Claims and any Loss Adjustment Expense. At no time shall York be liable or obligated to make any payments, out of York's own funds, of any type or character on behalf of Principal, including benefits PRINCIPAL is legally required to provide to its employees.

## XII. EQUITABLE ADJUSTMENT

A. Principal shall have the right to direct York to perform additional services or to perform services in a specific or different way. Notwithstanding the foregoing, the pricing for the account was developed with the understanding that York shall determine the appropriate service providers for Loss Adjustment Expense, including without limitation the provider of managed care services.

B. This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise.

C. In the event of a directive from Principal as set forth in Section XII. A or a change in a standard as set forth in Section XII. B., York shall be entitled to an equitable adjustment in its compensation if such directive or change increases York's cost of providing the services York renders under this Agreement or reduces its profitability.

## XIII. GENERAL

A. York shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or any Exhibit of this Agreement, or any interruption of Claims Administration Services resulting, directly or indirectly, from acts of God, civil or military authority, or any similar cause beyond the reasonable control of York for as long as such condition exists. York will give notice to Principal, as soon as practicable, of any delay or failure in performance or of any interruption

of Claims Administration Services that has or may occur as soon as York becomes aware of such events.

B. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in the First Judicial District of Hinds County in the State of Mississippi, and the parties irrevocably submit to the exclusive venue and jurisdiction of either such court for the purpose of any such action or proceeding.

C. All notices which are required to be given or submitted pursuant of this Agreement shall be in writing and shall be transmitted or delivered by certified mail, return receipt requested or by a commercial overnight delivery service to the parties at the addresses set forth below, or to such other addresses as a party may, by notice, specify:

Notices to York shall be delivered to:

York Risk Services Group, Inc.  
Attn: Jody A. Moses, Senior Vice President  
333 City Blvd. West, Suite 1500  
Orange, CA 92868

With copy to:

York Risk Services Group, Inc.  
Attn: Michael Krawitz, General Counsel  
One Upper Pond Road, Building F, Fourth Floor  
Parsippany, New Jersey 07054

Notices to Principal shall be delivered to:

City of Jackson  
218 S. President Street  
Jackson, Mississippi 39201  
Attention: \_\_\_\_\_

D. This Agreement and any Exhibit made a part hereof constitute the entire Agreement between the parties and supersedes and merges any and all prior discussions, representations, negotiations, correspondence, writing, and other agreements and together states the entire understanding and agreement between Principal and York with respect to Claims Administration Services to be provided hereunder. Except for unilateral changes made by the Principal pursuant to Section XII, for which York shall be entitled to an equitable adjustment in its compensation, this Agreement may be amended or modified only in writing if agreed to and signed by Principal and York and shall be deemed to have been entered into and executed

in the State of Mississippi and shall be construed, performed and enforced in all respects in accordance with the laws of the Mississippi.

E. No party hereto shall be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by either party hereto in exercising any right shall operate as a waiver of said right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.

F. The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

G. Wherever the singular of any term is used herein it shall be deemed to include the plural wherever the plural thereof may be applicable.

H. No party may assign its rights or obligations under this Agreement; provided, however, that York may subcontract part of the Claims Administration Services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve York of any of its obligations hereunder.

I. It is expressly understood and agreed that the relationship of York to Principal shall be that of an independent contractor at all times, and nothing herein shall constitute either the York or Principal as the partner, agent, or legal representative of the other, for any purpose whatsoever, except to the extent that York is the agent of Principal for the purpose of adjusting Claims. York shall have no right or authority to bind or obligate Principal with respect to any matter that is not specifically provided for in this Agreement without the prior approval of Principal. All employees or agents of York performing duties hereunder for York shall be solely and exclusively under the direction and control of York and shall not be deemed employees of Principal.

J. Nothing in this Agreement is intended to require York to engage in the practice of law and Claims Administration Services provided shall not be considered legal advice.

K. Principal shall not utilize York's trade names, logos, trademarks, service marks or other identification in any press release, advertisement, marketing materials, promotional literature, article, presentation or other type of communication without the prior written consent of York, which consent may be withheld or denied in York's sole discretion.

L. Principal shall not hire any employee of York or induce any employee of York to terminate his or her employment (or encourage, and aid or abet any third party to do the same) at any time during which this Agreement or any extension or renewal thereof is in effect and for a period of twelve (12) months thereafter.

Principal agrees and acknowledges that York has invested time and resources in training its personnel and familiarizing them with Principal's account and that York will suffer harm, the extent of which is difficult to quantify, should Principal directly or indirectly cause York's employee to terminate their employment with York. Therefore, in the event that Principal violates this provision, Principal shall be liable to York for liquidated damages in a sum equal to the employee's salary for two (2) years based on the employee's salary over the two (2) months prior to the termination of that employee's employment with York.

IN WITNESS WHEREOF, the parties hereto have read and signed this Agreement and it is effective as of the Effective Date of this Agreement first above written.

YORK RISK SERVICES GROUP, INC.

By: 

Print Name: Jody A. Moses, ARM

Print Title: Senior Vice President

Date: 12/21/2017

CITY OF JACKSON

By: 

Print Name: Chokwe Antar Lumumba

Print Title: Mayor

Date: 2/2/2018

# EXHIBIT A

## Claims Services

York will provide claims handling at the following rate(s):

<b>LIFE OF CLAIM FEE PER FEATURE</b>		
LINE OF BUSINESS	NEW CLAIMS	TAKEOVER CLAIMS
<b>Workers' Compensation</b>		
<b>Medical Only</b>	<b>\$160.00</b>	<b>\$160.00</b>
<b>Indemnity</b>	<b>\$985.00</b>	<b>\$505.00</b>

### *Definition:*

*Life of Claim:* Life of Claim applies to claim features reported during the contract term and covers handling until conclusion.

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**Services of the Account Manager, along with telephonic claim reviews,  
are provided at no additional charge.**

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### General Fees, Services, Terms and Conditions

- › **\$45.00:** Record Only/Incidents.  
*Record Only:* The recording in York's system of an incident that at some point in the future may have the potential to develop into a claim. Record Only claims will be identified as such upon presentation to York and will have no adjuster/examiner involvement. Subsequent adjuster/examiner involvement will result in the "Record Only" becoming reclassified and billed as a Claim.
- › **Claim Reporting: \$15.00** - Telephonic, Web, Fax, Email.
- › **\$5,000.00** non-erodible, non-refundable annual administration fee payable upon signing of contract.
- › **Outside Activity/Field Investigations** will be billed at time and expense.
- › **MMSEA Reporting: \$8.75** per claim.
- › **During the term of a multi-year contract**, except for items for which pricing for each year is explicitly listed above, pricing for each year after the first full year will increase by the greater of 3% or the percentage increase as reported by the U.S. Department of Labor - Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) for the Consumer Price

Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract. For all contracts, pricing at the end of the contract term and each year thereafter will increase by such amount, provided that (i) both parties agree and enter into a renewal contract, or (ii) the parties continue with the existing contract on a month-to-month basis.

- › Billing: York will issue an electronic invoice monthly, via e-mail. Payments shall be due and payable no later than thirty days from the invoice date.
- › Pricing has been developed based on provided loss data. In the event that the loss data is erroneous or otherwise incorrect both parties agree to discuss an equitable adjustment of service fees.
- › Principal may request that the services York performs be rendered in a particular or different way or additional services be provided, and York will make all reasonable efforts to comply. If such request increases York's cost of providing the services, York shall be entitled to an equitable adjustment in its compensation.
- › York's fee per feature pricing includes placing parties that it deems responsible on notice. Pursuit of subrogation beyond this point can be performed at 25% of recovery\*\* (exclusive of attorney fees and expenses related to litigation as well as expenses, such as locate searches, skip traces, cost and origin reports, copy service, etc. or any agreed upon contingency fees). \*\* York uses an external business partner to pursue third party WC claim recoveries.
- › Claims and Allocated Loss Adjustment Expenses (ALAE) may be handled in two ways:
  1. Principal may elect to fund an account established and maintained by York. In this case, Principal will maintain and provide timely replenishment of funds to pay all Claims and ALAE and to avoid penalties and late payments. York will electronically provide a monthly recap of all deposits as well as Claims and ALAE payments. Principal will be responsible for bank fees with respect to the account.
  2. Principal may elect to maintain and fund a Principal-owned account from which York will issue all Claim and ALAE payments. In this case, Principal will provide York with the facsimile signature of an officer, director, partner or employee of Principal to print digitally on the checks. Principal will be responsible for bank fees with respect to the account.

#### Allocated Loss Adjustment Expenses

York will arrange for various services and other costs as agent for Principal. These costs are referred to as Allocated Loss Adjustment Expenses (ALAE). A list of these expenses follows. Payment of ALAE is the responsibility of Principal. York's fees do not cover ALAE, and York is under no obligation to pay ALAE with its own funds.

- › Fees of outside counsel for claims in suit, coverage opinions and litigation and for representation at hearings or pretrial conferences

- › Fees of court reporters
- › All court costs, court fees and court expenses
- › Fees for service of process
- › Costs of undercover operatives and detectives
- › Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams
- › Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought
- › Costs for independent medical examination or evaluation for rehabilitation
- › Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceeding
- › Costs for copies of any public records or medical records
- › Costs of depositions and court reported or recorded statements
- › Costs and expenses of subrogation
- › Costs of engineers, handwriting experts or any other type of expert used in the preparation of litigation or used on a one-time basis to resolve disputes
- › Witness fees and travel expenses
- › Costs of photographers and photocopy services
- › Costs of appraisal fees and expenses (not included in flat fee or performed by others)
- › Costs of indexing claimants
- › Services performed outside York's normal geographical regions
- › Costs of outside investigation, signed or recorded statements
- › Out of the ordinary expenses incurred in connection with an individual claim or requiring meeting with Principal
- › Any other extraordinary services performed by York at Principal's request
- › Investigation of possible fraud including SIU services and related expenses
- › Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Principal

York may, but need not, elect to utilize its own staff or affiliated entities to perform any of these services. Associated fees and costs will be charged as ALAE.

**Managed Care Fees:**

<b>DETAIL</b>	<b>FEE</b>
<b>MEDICAL BILL REVIEW – WORKERS COMPENSATION &amp; AUTO LIABILITY PIP CLAIMS</b>	
<b>Fee Per Bill – All States</b>	<b>\$8.50 per Bill</b>
<b>State EDI Reporting in Required States</b>	<b>Add \$1.45 per Bill</b>
<b>Enhanced Audit Savings</b>	<b>25% of Savings</b>
<b>PPO Network &amp; Out of Network Savings</b>	<b>25% of Savings</b>
<b>PPO Network Panels (Required States)</b>	<b>No Charge</b>
<b>PPO Network Panels (Non-Required States)</b>	<b>\$9.00 per Panel</b>
<b>CASE MANAGEMENT</b>	
<b>All States (Excluding California)</b>	
<b>Telephonic Case Management</b>	<b>\$98.00 per Hour</b>
<b>Field Case Management</b>	<b>\$98.00 per Hour, Plus Mileage (IRS Reimbursement Rate &amp; Expenses)</b>
<b>Life Care Plan</b>	<b>\$150.00 per Hour</b>
<b>WellComp Nurse Hotline (24/7 Nurse Triage)</b>	<b>\$95.00 per Incident</b>
<b>Alternative RTW (MDOS)</b>	<b>\$695.00 per placement plus FCM hourly rate for initial visit</b>
<b>UTILIZATION REVIEW / CERTIFICATION</b>	
<b>All States (Excluding California &amp; Massachusetts)</b>	
<b>Nurse Review</b>	<b>\$95.00 per Review</b>
<b>Physician Review (additional fee when applicable)</b>	<b>\$195.00 per Review</b>
<b>Appeal Reviews</b>	<b>\$275.00 per Review</b>
<b>PEER REVIEW</b>	
<b>All States</b>	
<b>Peer Review</b>	<b>\$195.00 - \$400.00 per Hour Depending on Specialty</b>
<b>Physician Intervention Review (Pharmacy Review w/P2P)</b>	<b>\$275.00 per Hour</b>
<b>Rush Fee</b>	<b>\$100.00</b>



MEDICARE SECONDARY PAYER SERVICES (MSA)	
<b>All States</b>	
<b>Mandatory CMS MMSEA Reporting</b>	\$8.75 per claim
<b>Standard MSA</b>	\$2,950.00 per Referral
<b>Complex/Catastrophic MSA</b>	\$3,500.00 per Referral
<b>Rush MSA Additional</b>	\$500.00 per Referral
<b>MSA CMS Submission</b>	\$500.00 per Referral
<b>Medical Cost Projections</b>	\$1,750.00 per Referral
<b>Conditional Payment Request</b>	\$150.00 per Inquiry
<b>Conditional Payment Dispute Resolution</b>	\$125.00 per Hour
<b>Final Settlement Document Submission</b>	\$125.00 per Referral
<b>Medicare / Medicaid Investigation</b>	\$50.00 per Inquiry
<b>Medical Cost Projection to MSA Conversion</b>	\$1,200.00 per Referral

York's medical management services include a complete suite of all ancillary medical services, using multiple networks that address Principal's needs - including, but not limited to, pharmacy benefit management, diagnostics, durable medical equipment, transportation and translation, home health, physical therapy, and independent medical exams. These services are subject to the bill review rates as quoted above, plus the applicable percentage of network savings achieved below the fee schedule or usual & customary charges.

**IT/RMIS Fees:**

SERVICE	DESCRIPTION	FEES
<b>FOCUS (RMIS)</b>	<b>RMIS Licensing</b>  (Includes loading of 10 years of closed claims history, if requested, and all open claims, regardless of age, into FOCUS)	<b>Two (2) Licenses Included</b> <b>Additional Licenses @</b> <b>\$750.00 per License per Year</b>
<b>Custom Software Development and Data Services</b>	Any custom software development, including, but not limited to: creating system features; creating data extracts; creating interfaces	\$185 per Hour (SOW would be developed and pre-agreed)

SERVICE	DESCRIPTION	FEES
<b>Data Onboarding</b>	Loading data from a non-York claim system	Not to exceed \$10,000 per Engagement
<b>Annual Maintenance of Data Feed</b>	Maintaining Custom Developed data feeds	Not to exceed \$5,000 per Year (where applicable and pre-agreed)

**Note:** In the event the outgoing TPA presents charges for the preparation and transmission of their data to York, those costs will be categorized as a pass through to the Principal.

**ORDER ESTABLISHING TEMPORAY PROCEDURAL GUIDELINES FOR PUBLIC COMMENTS, PROCLAMATIONS, SPECIAL PRESENTATIONS, COMMENDATIONS, AND RESOLUTIONS HONORING INDIVIDUALS, BUSINESSES, GROUPS OR ORGANIZATIONS**

**WHEREAS**, the governing authorities for the City of Jackson adopted an Order on March 16, 2020, temporarily suspending certain sections of the Council's order of business as codified at Sections 2-64 and 2-71 of the City of Jackson Code of Ordinances, namely, public comments, proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations; and

**WHEREAS**, such Order was passed in the wake of the Coronavirus pandemic, the closure of City Hall, and the closure of much of the economy and restrictions of movement put in place via Executive Orders by the Mayor of the City of Jackson and Governor of the State of Mississippi; and

**WHEREAS**, the Mayor of the City and the Governor of the State gradually began the process of reopening the economy and lifting restrictions on movement; and

**WHEREAS**, City Hall was no longer closed to the public; and

**WHEREAS**, as a result of the aforementioned, the governing authorities, on June 23, 2020, adopted an *Order Rescinding in Part the Temporary Suspension of Public Comments, Proclamations, Special Presentations, Commendations, and Resolutions Honoring Individuals, Businesses, Groups or Organizations and Setting Temporary Guidelines Reinstating Public Comments*; and

**WHEREAS**, since the governing authorities adopted the June 23, 2020 Order, COVID-19 cases within Hinds County exponentially increased; and

**WHEREAS**, as a result of the aforementioned, the governing authorities, on July 7, 2020, adopted an *Order Reinstating the Temporary Suspension of Sections of the Jackson City Council Regular Meeting Agenda Concerning Public Comments, Proclamations, Special Presentations, Commendations, and Resolutions Honoring Individuals, Businesses, Groups, or Organizations*; and

**WHEREAS**, the governing authorities find it necessary to implement a temporary yet more long-term and doable solution that will strike a balance between the need to carry on the public's business as well as hear from the public, and the need to model best practices with respect to preventing the spread of the Coronavirus.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the above-mentioned March 16<sup>th</sup>, June 23<sup>rd</sup>, and July 7<sup>th</sup> Orders are rescinded.

Agenda Item #3  
Agenda Date August 4, 2020

**IT IS FURTHER ORDERED** that public comments shall be limited to a total of five (5) such instances per council meeting and done virtually – on a first-come, first-serve basis as determined by the Clerk of the Council per Section 2-71 of the City of Jackson Code of Ordinances.

**IT IS FURTHER ORDERED** that proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations shall be conducted and observed at special called meetings only – except for those special called meetings that are intended to stand in lieu of a previously scheduled regular meeting (i.e., a 10:00 a.m. special called meeting standing in lieu of a 6:00 p.m. previously scheduled regular meeting).

**IT IS FURTHER ORDERED** that CDC guidelines and social distancing of a minimum of six feet distance between each other, and the wearing of a face covering when such distancing is not possible shall be observed in all council meetings.

**IT IS FURTHER ORDERED** that all other provisions of Section 2-64 and 2-71 of the City of Jackson Code of Ordinances that are not inconsistent with this Order shall continually be observed.

**IT IS FINALLY ORDERED** that this Order shall be effective immediately and remain in full force and effect until modified, amended, rescinded, or superseded.

(BANKS)

**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; May 12, 2020, June 9, 2020, and July 7, 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.

**(STAMPS)**

Agenda Item # 36  
Agenda Date August 4, 2020



RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
SUPPORTING RENAMING OF THE HENLEY YOUNG JUVENILE  
JUSTICE CENTER TO INCLUDE THE NAME OF THE  
LATE JUDGE HOUSTON JACK PATTON

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

WHEREAS, the late Judge Houston Jack Patton departed this earth after a long and storied career in Youth Court and Hinds County jurisprudence; and

WHEREAS, the proposal was made recently to add the name of Judge Houston Jack Patton to the name of the Henley Young Juvenile Justice Center for Hinds County; and

WHEREAS, the passage of this resolution will serve as a notice to all governing authorities that the Jackson City Council is in full support of renaming the Henley Young Juvenile Center to include the name of the late Judge Houston Jack Patton.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby supports the renaming of the Henley Young Juvenile Justice Center to include the name of the late Judge Houston Jackson Patton.

SO RESOLVED, this the \_\_\_\_ day of August, 2020.

Agenda Item #37  
Agenda Date August 4, 2020





RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
SUPPORTING THE MANDATORY QUARANTINE OF EMPLOYEES  
FOUND TO TEST POSITIVE FOR COVID-19 INFECTION

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

WHEREAS, the United States and the world are being affected by the COVID- 19 pandemic which affects not only the individual who tests positive, but also possibly every person who comes in contact with that person who tested positive; and,

WHEREAS, the employees in the workforce who test positive for COVID-19 should take the recommended quarantine time off to ensure the time necessary has expired to safely return to the work environment and be safely free of infection; and,

WHEREAS, the passage of this resolution will serve as notice to the City of Jackson and all employers in the City of Jackson of the need to protect the employees, the families of the employees, and the general public from employees at work who have tested positive for COVID-19.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby supports the mandatory quarantine of employees found to test positive for COVID-19 infection.

SO RESOLVED, this the \_\_\_\_\_ day of August, 2020.

Agenda Item No. \_\_\_\_\_  
Date: August 4, 2020  
BY: STOKES

Agenda Item # 38  
Agenda Date August 4, 2020



ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING THE OFFER OF AWARD OF TWENTY- FIVE HUNDRED DOLLARS  
(\$2,500.00) FOR INFORMATION LEADING TO THE ARREST AND CONVICTION OF  
PERSON(S) RESPONSIBLE FOR THE MURDER OF ANTHONY "AJAY" BEASLEY

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

WHEREAS, the murder of the youth, Anthony "Ajay" Beasley, in such a violent crime in the City of Jackson requires all efforts to bring those responsible to justice; and,

WHEREAS, the family and loved ones of Anthony "Ajay" Beasley are asking for the help of the City of Jackson to help solve this crime; and,

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the person(s) responsible for the murder of Anthony "Ajay" Beasley be brought to justice.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the offer of an award of Twenty- Five Hundred Dollars (\$2,500.00) for information leading to the arrest and conviction of person(s) responsible for the murder of Anthony "Ajay" Beasley.

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

Agenda Item \_\_\_\_\_ I#  
Agenda Date: August 4, 2020  
BY: STOKES

Agenda Item # 39  
Agenda Date August 4, 2020



**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTUAL AGREEMENT  
WITH SGE COVID SOLUTIONS TO TEST, SANITIZE, RETEST, AND RELATED  
TESTS FOR COVID-19 CONTROL IN CITY OF JACKSON BUILDINGS**

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

WHEREAS, the COVID-19 virus is a major concern to employees and employers while in the work environment and for the health, safety and welfare of the employees, their families, and the general public; and,

WHEREAS, the ability of SGE Solutions to provide testing, sanitizing, and retesting to ensure a safe work environment would be in the best interest of the City of Jackson's workforce as well as the public.

NOW, THEREFORE, BE IT ORDERED, that the Jackson City Council hereby authorizes the Mayor to enter into a contractual agreement with SGE Covid Solutions to test, sanitize, retest, and related tests for COVID-19 control in City of Jackson buildings.

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

Agenda Item No. \_\_\_\_\_  
Date: August 4, 2020  
BY: STOKES

Agenda Item # 48  
Agenda Date August 4, 2020

