



**SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
October 27, 2020  
AGENDA (REVISED)  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

- 1. THE VERY REVEREND ANNE M. MAXWELL OF ST. ANDREW'S EPISCOPAL CATHEDRAL**

**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 ADJUDICATING COSTS AND PENALTIES TOTALING \$24,082.01 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON -JULY 1, 2014, JUNE 30, 2015, SEPTEMBER 17, 2019, AND OCTOBER 29, 2019 IN THE FOLLOWING CASES:**

**2014-1253    2019-1308    2019-1399    2019-1410    2014-3351**

- 4. RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 6, 2020 FOR THE FOLLOWING CASES:**

**2020-1369    2020-1375    2020-1379    2020-1393    2020-1394    2020-1400**

**2020-1412    2020-1421    2020-1425    2020-1426    2020-1429    2020-1429**

**2020-1435    2020-1436    2020-1437    2020-1443    2020-1444    2020-1445**

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1154 - 1964 VENTURA DRIVE - \$1,069.00. (WARD 6) (HILLMAN, LUMUMBA)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1525 - 309 MCTYERE AVENUE - \$1,200.00. (WARD 7) (HILLMAN, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1227 - LOT 0 DOCTOR MOTON STREET (FORMERLY 623 DOCTOR MOTON STREET) - \$520.00. (WARD 3) (HILLMAN, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2015 - 5413 CREPE MYRTLE DRIVE - \$1,200.00. (WARD 2) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1328 - 0 FOREST AVENUE (LOT WEST OF 1284 FOREST AVENUE) - \$1,834.56. (WARD 2) (HILLMAN, LUMUMBA)**

- 10. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1032 - 3125 SANTA CLAIR CIRCLE - \$4,979.00. (WARD 7) (HILLMAN, LUMUMBA)**
- 11. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1033 - 3121 SANTA CLAIR CIRCLE - \$4,987.00. (WARD 7) (HILLMAN, LUMUMBA)**
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1031 - 3109 SANTA CLAIR CIRCLE - \$4,999.00. (WARD 7) (HILLMAN, LUMUMBA)**
- 13. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2014-1162 - 1871 CAMELLIA LANE - \$4,695.00. (WARD 5) (HILLMAN, LUMUMBA)**
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1068 - 1628 MARIA DRIVE - \$4,995.00. (WARD 6) (HILLMAN, LUMUMBA)**
- 15. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON**

**PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2015-2327 - 1330 DEER PARK STREET - \$4,316.00. (WARD 3) (HILLMAN, LUMUMBA)**

- 16. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1431 - 317 BON AIR STREET - \$4,561.00. (WARD 5) (HILLMAN, LUMUMBA)**
- 17. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1430 - 323 BON AIR STREET - \$4,651.00. (WARD 5) (HILLMAN, LUMUMBA)**
- 18. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1376 - 842 WILLOW STREET - \$4,350.00. (WARD 7) (HILLMAN, LUMUMBA)**
- 19. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1122 - 5960 RIVER ROAD - \$4,930.00. (WARD 1) (HILLMAN, LUMUMBA)**
- 20. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1116 - 5416 KEELE STREET - \$4,995.00. (WARD 2) (HILLMAN, LUMUMBA)**



- 21. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1609 - 322 LAWRENCE ROAD - \$4,985.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 22. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1142 - 2957 BAILEY AVENUE - \$4,998.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 23. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1143 - 2977 BAILEY AVENUE - \$3,022.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 24. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1076 - 3135 BAILEY AVENUE - \$4,910.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 25. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1077 - 3129 BAILEY AVENUE - \$3,445.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 26. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE**

**PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1090 - 140 TENNESSEE AVENUE - \$4,554.00. (WARD 4) (HILLMAN, LUMUMBA)**

**27. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1088 - 209 TENNESSEE AVENUE - \$4,005.00. (WARD 4) (HILLMAN, LUMUMBA)**

**28. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1089 - 244 TENNESSEE AVENUE - \$3,170.00. (WARD 4) (HILLMAN, LUMUMBA)**

**INTRODUCTION OF ORDINANCES**  
**ADOPTION OF ORDINANCE**

**29. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING LAMAR STREET FROM PASCAGOULA STREET TO COURT STREET ATTORNEY DENNIS SWEET DRIVE. (STOKES)**

**REGULAR AGENDA**

**30. CLAIMS (HORTON, LUMUMBA)**

**31. PAYROLL (HORTON, LUMUMBA)**

**32. ORDER CONFIRMING THE MAYOR'S NOMINATION OF CYNTHIA THOMPSON TO THE JACKSON PUBLIC SCHOOL BOARD. (LUMUMBA)**

**33. ORDER CONFIRMING THE MAYOR'S NOMINATION OF DR. HURSIE DAVIS-SULLIVAN TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)**

**34. ORDER APPOINTING DR. CHARLES WILLIAMS, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**

**35. ORDER TRANSFERRING FUNDS TO THE CHIEF ADMINISTRATIVE OFFICE TO FUND A DEPUTY CHIEF ADMINISTRATIVE OFFICER. (BLAINE, LUMUMBA)**

- 36. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE HINDS COUNTY ELECTION COMMISSION FOR SERVICES RELATED TO THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY. (A. HARRIS, LUMUMBA)**
- 37. ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 VACANCY. (A. HARRIS, LUMUMBA)**
- 38. ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY. (A. HARRIS, LUMUMBA)**
- 39. ORDER RATIFYING PAYMENT TO FEDEX FOR THE JACKSON ZOO FROM APRIL 24, 2020 THROUGH APRIL 30, 2020, AND AMENDING COUNCIL ORDER APPROVED OCTOBER 13, 2020 TO ADD FEDEX TO THE JACKSON ZOO VENDOR LIST. (WARD 5) (HARRIS, LUMUMBA)**
- 40. ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY FOR AUGUST 1, 2020 THROUGH OCTOBER 15, 2020, AND AUTHORIZING PAYMENT FOR SAID SERVICES. (WARD 3) (HARRIS, LUMUMBA)**
- 41. ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR PROFESSIONAL SERVICES. (DAVIS, LUMUMBA)**
- 42. ORDER AUTHORIZING THE TRANSFER OF FUNDS, DPS/HOMELAND SECURITY (BOMB SQUAD) GRANT FROM SPECIAL POLICE EQUIPMENT LINE TO UNIFORM & WORK CLOTHING LINE. (DAVIS, LUMUMBA)**
- 43. ORDER AUTHORIZING THE MAYOR TO ENTER INTO A PILOT PROGRAM WITH FUSUS REAL TIME CRIME CENTER (TECHNOLOGY SYSTEM) AT NO COST TO THE CITY OF JACKSON FOR NO MORE THAN 45 DAYS. (DAVIS, LUMUMBA)**
- 44. ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2019 MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT PROGRAM APPLICATION (402), ADMINSTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$500,000.00. (DAVIS, LUMUMBA)**

- 45. ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO APPLY FOR THE FY 2019 PROJECT SAFE NEIGHBORHOOD THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING. ALSO, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE FY 2019 DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING IN THE AMOUNT OF \$25,000.00. (DAVIS, LUMUMBA)**
- 46. ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO UTILIZE FUNDS FOR THE AWARD BOARD PROGRAM AT THE JACKSON POLICE DEPARTMENT. (DAVIS, LUMUMBA)**
- 47. ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO CANCEL CURRENT CONTRACT WITH PICCADILLY RESTAURANTS AND PAY WAFFLE HOUSE AND COUNTRY FISHERMAN FOR MEALS DURING THE 60TH POLICE RECRUIT CLASS. (DAVIS, LUMUMBA)**
- 48. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2020 COMPETITIVE FUNDING OPPORTUNITY FOR THE PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM SECTION 5307 IN THE AMOUNT OF \$479,143.00. (HILLMAN, LUMUMBA)**
- 49. ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701. (WARD 7) (WILLIAMS, LUMUMBA)**
- 50. ORDER AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE DEVELOPMENT OF A 2021 WATER SYSTEM SRF FACILITY PLAN. (CITYWIDE) (WILLIAMS, LUMUMBA)**
- 51. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF A FORMER MUNICIPAL EMPLOYEE IN MWCC #1707009-P-5575-E 33 AND 1709735-P-5573-E 33 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION. (HOWARD, LUMUMBA)**
- 52. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-09. (WARD 1) (HOWARD, LUMUMBA)**
- 53. ORDER AUTHORIZING A SETTLEMENT IN WEST RANKIN UTILITY AUTHORITY VS. CITY OF JACKSON, CIVIL ACTION NO. 61C11:15-CV-00089 CIR. CT., RANKIN CO., MISS. (HOWARD, LUMUMBA)**
- 54. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (STAMPS)**

55. ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXERCISE DISCRETION IN THE GRANTING OF PAID ADMINISTRATIVE LEAVE TO MUNICIPAL EMPLOYEES FOR THE PURPOSE OF VOTING IN A NATIONAL GENERAL ELECTION. (JACKSON CITY COUNCIL)
56. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND HINDS COUNTY, MISSISSIPPI, TO PROVIDE FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) TO HINDS COUNTY, MISSISSIPPI, TO ENGAGE DEPUTIES OF THE SHERIFF OF HINDS COUNTY TO ASSIST WITH PUBLIC SAFETY ACTIVITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI. (STOKES)
57. ORDER RATIFYING APPLICATION AND AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE ROBERT WOOD JOHNSON FOUNDATION IN THE AMOUNT OF \$650,000 TO REDUCE MORTALITY AND PREVENT ILLNESS ASSOCIATED WITH URBAN HEAT ISLAND (UHI) EFFECTS IN JACKSON, WHILE PROVIDING A RANGE OF SOCIAL, ECONOMIC, CULTURAL AND ECOLOGICAL CO-BENEFITS FOR THE CITY'S AT-RISK RESIDENTS. (BLAINE, LUMUMBA)

#### DISCUSSION

58. DISCUSSION: HOT PURSUIT (CHASING) (STOKES)
59. DISCUSSION: COMMUNITY IMPROVEMENT (STOKES)
60. DISCUSSION: SEWER TAPS (BANKS)
61. DISCUSSION: CMPDD LEASE (HOWARD, LUMUMBA)
62. DISCUSSION: NEW PARTNERSHIP BETWEEN CITY OF JACKSON AND TRUSTMARK (BLAINE, LUMUMBA)
63. DISCUSSION: POTENTIAL LITIGATION (LUMUMBA)

#### PRESENTATION

#### PROCLAMATION

#### RESOLUTIONS

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

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

#### ANNOUNCEMENTS

#### ADJOURNMENT

#### AGENDA ITEMS IN COMMITTEE



**RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$24,082.01 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON - JULY 1, 2014, JUNE 30, 2015, SEPTEMBER 17, 2019, AND OCTOBER 29, 2019 IN THE FOLLOWING CASES:**

2014-1253                      2019-1308                      2019-1399                      2019-1410  
2014-3351

**WHEREAS**, administrative hearings were held, April 29, 2014, March 24, 2015, August 7, 2019, and September 24, 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 July 1, 2014, June 30, 2015, September 17, 2019, and October 29, 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:

2014-1253	Reed Kevin	2227 Robinson St/39209	302-1	\$15,000.00	\$1,500.00	\$500.00	\$17,000.00	Demolish and remove remains of burned apts., trash, debris, foundation, steps, driveway, and cut grass and weeds.	
2014-3351	Brumfield Lee	1913 Camellia Ln/39204	631-41	\$1,368.20	\$136.82	\$500.00	\$2,005.02	Board-up and secure house. Cut grass & weeds, shrubbery, fence-line, bushes, saplings and remove trash, debris, tree limbs & parts, fallen tree, tires and clean curbside.	
2019-1308	Travis Todd	239 E Ash St/ 39202	66-96	\$2,584.00	\$258.40	\$500.00	\$3,342.40	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds.	
2019-1399	Patterson Patty	Corner Lot of Adelle St & Adelle Ct/39202	59-10-26	\$222.30	\$22.23	\$750.00	\$994.53	Cut grass, weeds, shrubbery, bushes, fence line, saplings; remove trash and debris, tree parts, tires, building materials, appliances, old furniture; and clean curbside.	
2019-1410	Detailed Development LLC	Lot West of 169 Adelle St/39202	59-10-25	\$218.24	\$21.82	\$500.00	\$740.06	Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash and debris, tires, tree parts; and clean curbside.	
							<b>GRAND TOTAL</b>	<b>\$34,082.01</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

Consent Agenda Item #3  
Agenda Date: October 27, 2020

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 ensure that provisions of this Resolution are implemented.

ITEM NO. \_\_\_\_\_  
DATE: OCTOBER 13, 2020  
BY: (HILLMAN, LUMUMBA)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      10/13/2020  
**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>	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life					
3.	<b>Who will be affected</b>	All City of Jackson residents					
4.	<b>Benefits</b>	The 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> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide					
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION					
8.	<b>COST</b>	\$0					
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	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	_____



# Memo

**To:** Chokwe Lumumba, Mayor

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

**Date:** 9/25/2020

**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 to be collected as clean-up assessments by the Hinds County Tax Collector's office. 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

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This **RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$24,082.01 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JULY 1, 2014, JUNE 30, 2015, SEPTEMBER 17, 2019 AND OCTOBER 29, 2019 IN THE FOLLOWING CASES:**

**2014-1253    2019-1308    2019-1399    2019-1410    2014-3351**

is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*  
**Chandra Gayten**, *Deputy City Attorney* *Ch*

*10/7/28*  
\_\_\_\_\_  
DATE



**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 6, 2020 FOR THE FOLLOWING CASES:**

2020-1369	2020-1375	2020-1379	2020-1393	2020-1394	2020-1400
2020-1412	2020-1421	2020-1425	2020-1426	2020-1427	2020-1429
2020-1435	2020-1436	2020-1437	2020-1443	2020-1444	2020-1445
2020-1446	2020-1447	2020-1448	2020-1449	2020-1450	2020-1451

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

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

**WHEREAS**, hearings were held on October 6, 2020; and

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

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

- 1) **Case #2020-1369: Parcel #105-99** located at **539 MAPLE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 2) **Case #2020-1375: Parcel #116-81** located at **228 ALABAMA AVENUE**: After hearing testimony from owner **PATRICIA MCGRIGGS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded fourteen (14) days to cure expiring **October 20, 2020**. If there is default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Consent Agenda Item #4  
Agenda Date: October 27, 2020

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

- 3) **Case #2020-1379: Parcel #154-8-2** located at **1416 DEER PARK STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 4) **Case #2020-1393 Parcel #857-18** located at **883 MCCLUER ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 5) **Case #2020-1394: Parcel #615-42** located at **853 MCDOWELL ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 6) **Case #2020-1400 Parcel #843-133** located at **130 EAST LAKE CIRCLE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 7) **Case #2020-1412 Parcel #637-184** located at **222 GAYLYN DRIVE**: After hearing testimony from owner **TAMICA S. HUDSON**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days to enter into a repair agreement expiring **October 13, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 8) **Case #2020-1421: Parcel #130-31** located at **232 PRINCETON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

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

- 9) **Case #2020-1425: Parcel #613-208** located at **309 SAVANNA STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 4

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

- 10) **Case #2020-1426: Parcel #613-154** located at **301 SAVANNA STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 11) **Case #2020-1427: Parcel #635-267** located at **1016 RAYMOND ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 12) **Case #2020-1429: Parcel #116-104** located at **140 NORTH ALABAMA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 13) **Case #2020-1435: Parcel #65-25** located at **0 TAFT STREET/LOT EAST OF 235 TAFT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 7

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

- 14) **Case #2020-1436: Parcel #65-27** located at **147 TAFT STREET/LOT (FORMERLY 147)**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 15) **Case #2020-1437: Parcel #77-28** located at **504-14 NORTH MILL STREET**: After hearing testimony from owner **JOHN PARKER**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded forty-five (45) days to cure expiring **November 20, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 7

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

- 16) **Case #2020-1443: Parcel #409-851-18** located at **2312 NEWPORT STREET**: After hearing testimony from **BENNY MCINNIS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded twenty-one days (21) days to cure expiring **October 27, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 17) **Case #2020-1444: Parcel #80-41** located at **703 LAMAR STREET**: After hearing testimony from owner **BARRY W. HOWARD**, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare; however, interested parties shall be afforded fourteen (14) days to cure expiring **October 20, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property



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

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

- 18) **Case #2020-1445: Parcel #68-53** located at **346 EAST DAVIS STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 19) **Case #2020-1446: Parcel #86-14** located at **218 NORTH MILL STREET**: After hearing testimony from owner **MR. DIAGLE**, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare; however, interested parties shall be afforded fourteen (14) days to board-up with the Historical Preservation Committee approval expiring October 20, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 20) **Case #2020-1447 Parcel #75-44-1** located at **700 NORTH FARISH STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 21) **Case #2020-1448: Parcel #120-159** located at **199 SOUTH ALABAMA STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 22) **Case #2020-1449: Parcel #120-163** located at **210 SOUTH ALABAMA STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property

be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

**23) Case #2020-1450: Parcel #120-162 located at 221 SOUTH ALABAMA STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

**24) Case #2020-1451: Parcel #642-182 located at 0 LOT (FORMERLY 214 QUEEN ANNE LANE):** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 4

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

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/06/2020**  
**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 clean private property.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE			
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DEPARTMENT			
8.	<b>COST</b>	To be determined pending execution of contracts.			
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	_____ _____ _____ _____ _____

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Choke A. Lumumba

**Via:** Jordan Hillman  
Director, Planning and Development

**From:** Community Improvement  
Planning and Development

**DATE:** October 6, 2020

**Re:** Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 6, 2020 FOR THE FOLLOWING CASES:

2020-1369	2020-1375	2020-1379	2020-1393	2020-1394	2020-1400
2020-1412	2020-1421	2020-1425	2020-1426	2020-1427	2020-1429
2020-1435	2020-1436	2020-1437	2020-1443	2020-1444	2020-1445
2020-1446	2020-1447	2020-1448	2020-1449	2020-1450	2020-1451

is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney *Ch*

*10/16/20*  
\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
10/14/20  
CW

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1154 – 1964 VENTURA DRIVE – \$1,069.00 – WARD 6**

**WHEREAS**, on August 18, 2020 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 30, 2020 for Case 2020-1154 located in Ward 6 of the City of Jackson; and

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

**WHEREAS**, **SEE IMPROVEMENT ENTERPRISE LLC** appeared next on the rotation list and through its representative, Cedric Mcfield, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1964 VENTURA DRIVE for the sum of \$1,069.00; and

**WHEREAS**, **SEE IMPROVEMENT ENTERPRISE LLC** has a principal office address of 6841 Virginia Parkway Suite 103-191 McKinney, Texas 75071.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **SEE IMPROVEMENT ENTERPRISE LLC** to cut vegetation and remedy conditions on the property located at 1964 VENTURA DRIVE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,069.00 shall be paid to **SEE IMPROVEMENT ENTERPRISE LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #5  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 10/12/2020  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson residents																																													
<b>4. Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE																																													
<b>7. Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input checked="" type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$ 1,069.00																																													
<b>9. Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						



Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with SEE IMPROVEMENT ENTERPRISE LLC for the board-up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1154.

Thank you for your prompt consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1154 - 1964 VENTURA DRIVE - \$1,069.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney  
Chandra Gayten, Deputy City Attorney *Ch*

*10/16/20*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/16/20  
CW

OFFICE OF THE CITY CLERK  
11/11/20  
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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1525 – 309 MCTYERE AVENUE – \$1,200.00 – WARD 7**

WHEREAS, on December 20, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 3, 2019 for Case 2019-1525 located in Ward 7 of the City of Jackson; and

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

WHEREAS, SEE IMPROVEMENT ENTERPRISE LLC appeared next on the rotation list and through its representative, Cedric Mcfield, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 309 MCTYERE AVENUE for the sum of \$1,200.00; and

WHEREAS, SEE IMPROVEMENT ENTERPRISE LLC has a principal office address of 6841 Virginia Parkway, Suite 103-191, Mckinney Texas 75071.

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

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,200.00 shall be paid to SEE IMPROVEMENT ENTERPRISE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #6  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/12/2020**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
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<b>7. Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
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<b>9. Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with SEE IMPROVEMENT ENTERPRISE LLC for the board-up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1525.

Thank you for your prompt consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1525 - 309 MCTYERE AVENUE - \$1,200.00- WARD 7 is legally sufficient for placement in NOVUS Agenda

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

Chandra Gayten, Deputy City Attorney Ca

10/16/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/14/20  
Ca

OFFICE OF THE CITY ATTORNEY  
CU

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1227 – 0 DR MOTON STREET (FORMERLY 623) – \$520.00 – WARD 3**

**WHEREAS**, on August 18, 2020 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 14, 2020 for Case 2020-1227 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, SEE IMPROVEMENT ENTERPRISE LLC appeared next on the rotation list and through its representative, Cedric Mcfield, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 DR MOTON STREET (FORMERLY 623) for the sum of \$520.00; and

**WHEREAS**, SEE IMPROVEMENT ENTERPRISE LLC has a principal office address of 6841 Virginia Parkway Suite 103-191, Mckinney, Texas 75071.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SEE IMPROVEMENT ENTERPRISE LLC to cut vegetation and remedy conditions on the property located at 0 DR MOTON STREET (FORMERLY 623) deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$520.00 shall be paid to SEE IMPROVEMENT ENTERPRISE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #7  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 10/12/2020  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
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Revised 2-04



Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with SEE IMPROVEMENT ENTERPRISE LLC for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1227.

Thank you for your prompt consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1227 - 0 DR MOTON STREET (FORMERLY 623) - \$520.00-WARD 3 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2015 – 5413 CREPE MYRTLE DRIVE – \$1,200.00 – WARD 2**

**WHEREAS**, on May 14, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 18, 2018 for Case 2018-2015 located in Ward 2 of the City of Jackson; and

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

**WHEREAS**, SEE IMPROVEMENT ENTERPRISE LLC appeared next on the rotation list and through its representative, Cedric Mcfield, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5413 CREPE MYRTLE DRIVE for the sum of \$1,200.00; and

**WHEREAS**, SEE IMPROVEMENT ENTERPRISE LLC has a principal office address of 6841 Virginia Parkway Suite 103-191 Mckinney, Texas 75071.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SEE IMPROVEMENT ENTERPRISE LLC to cut vegetation and remedy conditions on the property located at 5413 CREPE MYRTLE DRIVE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,200.00 shall be paid to SEE IMPROVEMENT ENTERPRISE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #8  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 10/12/2020  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with SEE IMPROVEMENT ENTERPRISE LLC for the board-up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-2015.

Thank you for your prompt consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2015 - 5413 CREPE MYRTLE DRIVE - \$1,200.00 - WARD 2 is legally sufficient for placement in NOVUS Agenda.

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

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

10/16/20  
\_\_\_\_\_  
DATE

10/16/20  
OFFICE OF THE CITY ATTORNEY  
CA

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1328 – 0 FOREST AVENUE (LOT WEST OF 1284 FOREST AVENUE) – \$1,834.56 – WARD 2**

**WHEREAS**, on October 1, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 10, 2019 for Case 2019-1328 located in Ward 2 of the City of Jackson; and

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

**WHEREAS**, **SEE IMPROVEMENT ENTERPRISE LLC** appeared next on the rotation list and through its representative, Cedric Mcfield, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 FOREST AVENUE (LOT WEST OF 1284 FOREST AVENUE) for the sum of \$1,834.56; and

**WHEREAS**, **SEE IMPROVEMENT ENTERPRISE LLC** has a principal office address of 6841 Virginia Parkway Suite 103-191, McKinney, Texas 75071.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **SEE IMPROVEMENT ENTERPRISE LLC** to cut vegetation and remedy conditions on the property located at 0 FOREST AVENUE (LOT WEST OF 1284 FOREST AVENUE) deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,834.56 shall be paid to **SEE IMPROVEMENT ENTERPRISE LLC** for the services provided from funds budgeted for the Division.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/12/2020**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>
1. <b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3. <b>Who will be affected</b>	All City of Jackson residents
4. <b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5. <b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6. <b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE
7. <b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8. <b>COST</b>	\$ 1,834.56
9. <b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)
10. <b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A ___ AABE _____ %      WAIVER    yes ___    no ___      N/A ___ WBE _____ %      WAIVER    yes ___    no ___      N/A ___ HBE _____ %      WAIVER    yes ___    no ___      N/A ___ NABE _____ %      WAIVER    yes ___    no ___      N/A ___



Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with SEE IMPROVEMENT ENTERPRISE LLC for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1328.

Thank you for your prompt consideration.



Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1328 - 0 FOREST AVENUE (LOT WEST OF 1284 FOREST AVENUE) - \$1,834.56 - WARD 2 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, *City Attorney*  
Chandra Gayten, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/16/20  


URGENT  
10/27/20  
CJ

CITY ATTORNEY  
CJ

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1032 – 3125 SANTA CLAIR CIRCLE – \$4,979.00 – WARD 7**

**WHEREAS**, on April 24, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 28, 2018 for Case 2017-1032 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, LOVE TRUCKING CO., INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3125 SANTA CLAIR CIRCLE for the sum of \$4,979.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3125 SANTA CLAIR CIRCLE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,979.00 shall be paid to LOVE TRUCKING CO., INC., for the services provided from funds budgeted for the Division

Consent Agenda Item #10  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-1032.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1032 - 3125 SANTA CLAIR CIRCLE - \$4,979.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney ck

10/16/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/16/20  
ck

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1033 – 3121 SANTA CLAIR CIRCLE – \$4,987.00 – WARD 7**

JACKSON ATTORNEY  
CK

**WHEREAS**, on April 24, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 28, 2018 for Case 2017-1033 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, LOVE TRUCKING CO., INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3121 SANTA CLAIR CIRCLE for the sum of \$4,987.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3121 SANTA CLAIR CIRCLE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,987.00 shall be paid to LOVE TRUCKING CO., INC., for the services provided from funds budgeted for the Division

Consent Agenda Item #11  
Agenda Date: October 27, 2020

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

**10/12/2020**

**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-1033.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1033 - 3121 SANTA CLAIR CIRCLE - \$4,987.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney Ch

10/16/20  
\_\_\_\_\_  
DATE

10/16/20  
OFFICE OF THE CITY ATTORNEY  
Ch

OFFICE OF THE CITY ATTORNEY  
10/13/20  
CP

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1031 – 3109 SANTA CLAIR CIRCLE – \$4,999.00 – WARD 7**

**WHEREAS**, on June 13, 2017, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on May 2, 2017 for Case 2017-1031 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, LOVE TRUCKING CO., INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3109 SANTA CLAIR CIRCLE for the sum of \$4,999.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3109 SANTA CLAIR CIRCLE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,999.00 shall be paid to LOVE TRUCKING CO., INC., for the services provided from funds budgeted for the Division.

Consent Agenda Item #12  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-1031.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1031 - 3109 SANTA CLAIR CIRCLE - \$4,999.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayton, Deputy City Attorney 

10/16/20  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2014-1162 – 1871 CAMELLIA LANE – \$4,695.00 – WARD 5**

WHEREAS, on August 12, 2014, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on May 20, 2014 for Case 2014-1162 located in Ward 5 of the City of Jackson; and

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

WHEREAS, LOVE TRUCKING CO., INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1871 CAMELLIA LANE for the sum of \$4,695.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1871 CAMELLIA LANE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,695.00 shall be paid to LOVE TRUCKING CO., INC., for the services provided from funds budgeted for the Division

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson residents																																													
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2014-1162.

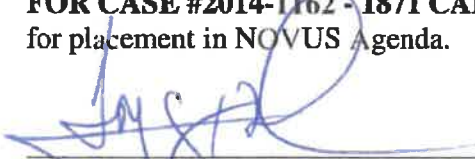

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2014-1162 - 1871 CAMELLIA LANE - \$4,695.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney  
Chandra Gayten, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/16/20  
CW

10/19/20  
OFFICE OF THE CITY ATTORNEY  
CL

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1068 – 1628 MARIA DRIVE – \$4,995.00 – WARD 6**

**WHEREAS**, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 3, 2018 for Case 2018-1068 located in Ward 6 of the City of Jackson; and

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

**WHEREAS**, LOVE TRUCKING CO., INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1628 MARIA DRIVE for the sum of \$4,995.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1628 MARIA DRIVE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,995.00 shall be paid to LOVE TRUCKING CO., INC., for the services provided from funds budgeted for the Division

Consent Agenda Item #14  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1068.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1068 - 1628 MARIA DRIVE - \$4,995.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney CK

10/11/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/11/20  
CK

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLCTO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2015-2327 – 1330 DEER PARK STREET – \$4,316.00 – WARD 3**

**WHEREAS**, on November 17, 2015, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 23, 2015 for Case 2015-2327 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1330 DEER PARK STREET for the sum of \$4,316.00; and

**WHEREAS**, ACA DEMOLITION & PROJECT GROUP, LLC has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1330 DEER PARK STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,316.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #15  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2015-2327.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2015-2327- 1330 DEER PARK STREET- \$4,316.00 is legally sufficient for placement in NOVUS Agenda. Cl

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

Chandra Gayten, Deputy City Attorney Cl

10/16/20  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLCTO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1431 – 317 BON AIR STREET – \$4,561.00 – WARD 5**

**WHEREAS**, on October 29, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 8, 2019 for Case 2019-1431 located in Ward 5 of the City of Jackson; and

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

**WHEREAS**, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 317 BON AIR STREET for the sum of \$4,561.00; and

**WHEREAS**, ACA DEMOLITION & PROJECT GROUP, LLC has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 317 BON AIR STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,561.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #16  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	WARD 5			
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT			
8.	<b>COST</b>	\$4,561.00			
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____ no _____	N/A _____
		AABE _____ %	WAIVER	yes _____ no _____	N/A _____
		WBE _____ %	WAIVER	yes _____ no _____	N/A _____
		HBE _____ %	WAIVER	yes _____ no _____	N/A _____
		NABE _____ %	WAIVER	yes _____ no _____	N/A _____

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1431.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1431- 317 BON AIR STREET- \$4,561.00 – WARD 5 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney Ch

10/11/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/11/20  
Ch

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLCTO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1431 – 317 BON AIR STREET – \$4,561.00 – WARD 5**

CG

**WHEREAS**, on October 29, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 8, 2019 for Case 2019-1431 located in Ward 5 of the City of Jackson; and

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

**WHEREAS**, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 317 BON AIR STREET for the sum of \$4,561.00; and

**WHEREAS**, ACA DEMOLITION & PROJECT GROUP, LLC has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 317 BON AIR STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,561.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #17  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5																																													
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1431.

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1431- 317 BON AIR STREET- \$4,561.00 – WARD 5 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/11/20  
Ch

10/14/20  
OFFICE OF THE CITY ATTORNEY  
CC

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1376 – 842 WILLOW STREET – \$4,350.00 – WARD 7**

**WHEREAS**, on October 29, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 24, 2019 for Case 2019-1376 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, SOCRATES GARRETT ENTERPRISES, INC., appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 842 WILLOW STREET for the sum of \$4,350.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SOCRATES GARRETT ENTERPRISES, INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 842 WILLOW STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,350.00 shall be paid to SOCRATES GARRETT ENTERPRISES, INC., for the services provided from funds budgeted for the Division.

Consent Agenda Item #18  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
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<b>6. Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	WARD 7																																													
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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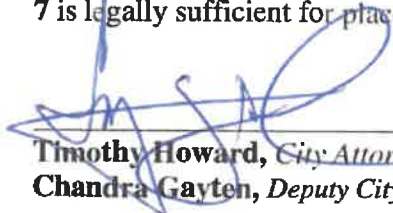
The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1376.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1376 - 842 WILLOW STREET - \$4,350.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney

Ch

10/16/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/16/20  
Ch

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARETT ENTERPRISES, INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1122 – 5960 RIVER ROAD – \$4,930.00 – WARD 1**

OFFICE OF THE CITY ATTORNEY  
10/14/20  
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**WHEREAS**, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 30, 2020 for Case 2020-1122 located in Ward 1 of the City of Jackson; and

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

**WHEREAS**, SOCRATES GARETT ENTERPRISES, INC appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5960 RIVER ROAD for the sum of \$4,930.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SOCRATES GARETT ENTERPRISES, INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 5960 RIVER ROAD deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,930.00 shall be paid to SOCRATES GARETT ENTERPRISES, INC for the services provided from funds budgeted for the Division.

Consent Agenda Item #19  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1122.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
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## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1122 - 5960 RIVER ROAD - \$4,930.00 - WARD 1 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

10/16/20  
OFFICE OF THE CITY ATTORNEY  
CG

OFFICE OF THE CITY ATTORNEY  
10/14/20  
CL

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1116 – 5416 KEELE STREET – \$4,995.00 – WARD 2**

**WHEREAS**, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 3, 2018 for Case 2018-1116 located in Ward 2 of the City of Jackson; and

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

**WHEREAS**, SOCRATES GARETT ENTERPRISES, INC., appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 5416 KEELE STREET for the sum of \$4,995.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SOCRATES GARETT ENTERPRISES, INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 5416 KEELE STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,995.00 shall be paid to SOCRATES GARETT ENTERPRISES, INC., for the services provided from funds budgeted for the Division.

Consent Agenda Item #20  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      10/12/2020  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1116.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1116 - 5416 KEELE STREET - \$4,995.00 - WARD 2 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney  
Chandra Gayten, Deputy City Attorney *Ch*

*10/16/20*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
*Ch*  
*10/16/20*  
*U*

OFFICE OF THE CITY ATTORNEY  
10/27/20  
2020  
Ch

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1609 – 322 LAWRENCE ROAD – \$4,985.00 – WARD 3**

**WHEREAS**, on March 3, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 14, 2020 for Case 2019-1609 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, SOCRATES GARRETT ENTERPRISES, INC appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 322 LAWRENCE ROAD for the sum of \$4,985.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SOCRATES GARRETT ENTERPRISES, INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 322 LAWRENCE ROAD deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,985.00 shall be paid to SOCRATES GARRETT ENTERPRISES, INC for the services provided from funds budgeted for the Division.

Consent Agenda Item #21  
Agenda Date: October 27, 2020

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

**10/12/2020**

**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1609.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1609 - 322 LAWRENCE ROAD - \$4,985.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/26/20  
7/21

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1142 – 2957 BAILEY AVENUE – \$4,998.00 – WARD 3**

**WHEREAS**, on July 23, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 4, 2019 for Case 2019-1142 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2957 BAILEY AVENUE for the sum of \$4,998.00; and

**WHEREAS**, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2957 BAILEY AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,998.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item #22  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1142.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1142 - 2957 BAILEY AVENUE - \$4,998.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney *Ch*

*10/16/20*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
*Ch*

OFFICE OF THE CITY ATTORNEY  
10/14/20  
Cf

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1143 – 2977 BAILEY AVENUE – \$3,022.00 – WARD 3**

**WHEREAS**, on July 23, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 4, 2019 for Case 2019-1143 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2977 BAILEY AVENUE for the sum of \$3,022.00; and

**WHEREAS**, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2977 BAILEY AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$3,022.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item #23  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																														
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10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>		ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1143.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1143- 2977 BAILEY AVENUE- \$3,022.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney Ch

10/16/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/16/20  
Ch

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1076 – 3135 BAILEY AVENUE – \$4,910.00 – WARD 3**

**WHEREAS**, on March 17, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 25, 2020 for Case 2020-1076 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3135 BAILEY AVENUE for the sum of \$4,910.00; and

**WHEREAS**, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3135 BAILEY AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,910.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item #24  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson residents
4.	<b>Benefits</b>	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	WARD 3
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	<b>COST</b>	\$4,910.00
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___ no ___      N/A _____ AABE _____ %      WAIVER    yes ___ no ___      N/A _____ WBE _____ %      WAIVER    yes ___ no ___      N/A _____ HBE _____ %      WAIVER    yes ___ no ___      N/A _____ NABE _____ %      WAIVER    yes ___ no ___      N/A _____

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1076.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1076 - 3135 BAILEY AVENUE - \$4,910.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney *ca*

*10/16/20*  
\_\_\_\_\_  
DATE

*10/16/20*  
OFFICE OF THE CITY ATTORNEY  
*Ca*

OFFICE OF THE CITY ATTORNEY  
*W*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1077 – 3129 BAILEY AVENUE – \$3,445.00 – WARD 3**

**WHEREAS**, on March 17, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 25, 2020 for Case 2020-1077 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3129 BAILEY AVENUE for the sum of \$3,445.00; and

**WHEREAS**, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3129 BAILEY AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$3,445.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item #25  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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<b>3. Who will be affected</b>	All City of Jackson residents																																													
<b>4. Benefits</b>	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
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<b>7. Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1077.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1077- 3129 BAILEY AVENUE- \$3,445.00 – WARD 3 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney *Ch*

*10/16/20*  
\_\_\_\_\_  
DATE

OFFICE OF THE  
Clerk  
10/14/20

CG

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1090 – 140 TENNESSEE AVENUE – \$4,554.00 – WARD 4**

**WHEREAS**, on July 9, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 11, 2019 for Case 2019-1090 located in Ward 4 of the City of Jackson; and

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

**WHEREAS**, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 140 TENNESSEE AVENUE for the sum of \$4,554.00; and

**WHEREAS**, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 140 TENNESSEE AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,554.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division,

Consent Agenda Item #26  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
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ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1090.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1090- 140 TENNESSEE AVENUE- \$4,554.00 – WARD 4 is legally sufficient for placement in NOVUS Agenda. C6

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

Chandra Gayten, Deputy City Attorney C6

10/16/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CLERK  
10/27/20  
2020

Ca

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1088 – 209 TENNESSEE AVENUE – \$4,005.00 – WARD 4**

**WHEREAS**, on July 9, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 11, 2019 for Case 2019-1088 located in Ward 4 of the City of Jackson; and

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

**WHEREAS**, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones , agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 209 TENNESSEE AVENUE for the sum of \$4,005.00; and

**WHEREAS**, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 209 TENNESSEE AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,005.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #27  
Agenda Date: October 27, 2020

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

**10/12/2020**

**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1088.

Office of the City Attorney

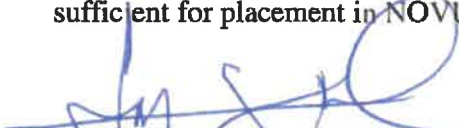
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1088- 209 TENNESSEE AVENUE- \$4,005.00 – WARD 4 is legally sufficient for placement in NOVUS Agenda.

10/16/20

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

10/16/20  
\_\_\_\_\_  
DATE

OFFICE OF THE  
CITY CLERK  
10/24/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1089 – 244 TENNESSEE AVENUE – \$3,170.00 – WARD 4**

2

**WHEREAS**, on July 9, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 11, 2019 for Case 2019-1089 located in Ward 4 of the City of Jackson; and

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

**WHEREAS**, XQUISITE LAWCARE LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 244 TENNESSEE AVENUE for the sum of \$3,170.00; and

**WHEREAS**, XQUISITE LAWCARE LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 244 TENNESSEE AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$3,170.00 shall be paid to XQUISITE LAWCARE LLC for the services provided from funds budgeted for the Division

Consent Agenda Item #28  
Agenda Date: October 27, 2020

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **10/12/2020**  
**DATE**

POINTS	COMMENTS																																													
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1089.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1089- 244 TENNESSEE AVENUE- \$3,170.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney  
Chandra Gayten, Deputy City Attorney *Ch*

*10/16/20*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
*10/16/20*  
*Ch*

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING LAMAR STREET  
FROM PASCAGOULA STREET TO COURT STREET  
ATTORNEY DENNIS SWEET DRIVE

WHEREAS, Attorney Dennis Sweet is a pillar of the community and a long respected lawyer and business leader in Jackson, Mississippi; and

WHEREAS, Attorney Dennis Sweet, former Member of the Mississippi House of Representatives and one of few Black property owners in Downtown Jackson; and

WHEREAS, Attorney Dennis Sweet and his humanitarian efforts in the City of Jackson deserve recognition by the honorary renaming of this Street portion in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Lamar Street from Pascagoula Street to Court Street in honor of Attorney Dennis Sweet.

SO ORDAINED, this the \_\_\_\_ day of October, 2020.

Agenda Item No. \_\_\_\_\_  
Date: October 13, 2020  
BY: STOKES

Agenda Item #29  
Adoption of Ordinance  
Agenda Date: October 27, 2020





OFFICE OF THE CITY ATTORNEY  
10/22/20  
[Signature]

**ORDER CONFIRMING THE MAYOR'S NOMINATION OF CYNTHIA THOMPSON TO THE JACKSON PUBLIC SCHOOL BOARD.**

**WHEREAS**, the Jackson Public School Board consists of seven (7) members, for a term of five (5) years; and

**WHEREAS**, Cynthia Thompson, resident of Ward 6, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

**IT IS THEREFORE ORDERED** that the Mayor's appointment of Cynthia Thompson to the Jackson Public School Board be confirmed with said term to expire October 27, 2025.

Agenda Item #32  
Agenda Date: October 27, 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  
10/22/20

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF CYNTHIA THOMPSON TO THE JACKSON PUBLIC SCHOOL BOARD** is legally sufficient for placement in NOVUS Agenda.



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

10/22/20  
\_\_\_\_\_  
**Date**

July 6, 2017

RE: Jackson Public School Board Member (Ward 6)

Dear Councilman Banks,

I am submitting my letter of interest to serve as a representative of Ward 6 and the South Jackson Community as a Jackson Public School Board of Trustee Member. I understand that the position is currently filled, but should the opportunity present in the future, I would like to be considered as one of the candidates.

As far as qualifications, I am a resident of the South Jackson community, and a registered voter of Ward 6. I am a native of Chicago, Illinois, and product of the Chicago Public Systems. Through the many CPS challenges, and growing up through some pretty rough experiences, I was able to graduate top in my class and was awarded a full academic scholarship to Jackson State University. Upon graduating JSU, I have lived here in Jackson, for the most part 20 years, moving back to Chicago briefly, but each time returning here to Mississippi, because my love for this city is great and I have always seen it as a great place to raise children.

My involvement in Jackson Public Schools began the moment my children entered the district in 2007 after relocating to Mississippi. My husband and I have 7 children. We have 3 graduates of JPS (2 Forest Hill Graduates and 1 Wingfield Graduate). We currently have 3 children in the school district, 2 high school students and 1 middle school student. I have always been a very active and engaging parent at each of my children's schools, either through PTA, Booster Clubs, or simply being an active classroom parent. I have served as PTA Vice President for Sykes Elementary School for 1 year, then 2 years as President. I have served as Booster Club President at Wingfield High School for 2 years. I am currently serving as the Co-President, along with my husband, Mr. Emon Thompson, of Wingfield High School PTSA, since 2015. We are also active members of our Brookleigh Home Owners Association, volunteering and serving as President. I have volunteered and been an active parent with the Boys and Girls Club of America, both here in Jackson, MS and Mount Olive, MS. I have been a Girl Scout Troop leader for a number of years in Covington County.

My community service also involves being an advocate and champion of women's health through my Volunteer Service Corp as Jackson City Captain for GirlTrek, the largest National Black Health Organization for African American Women and Girls. In 2011, I was introduced GirlTrek and in 2012 after a nationwide search, I was selected to represent the state of Mississippi. Since that time, I have been instrumental in helping to change, transform and impact the lives of nearly 4,000 thousand women and girls throughout our state by simply encouraging them to reclaim their lives, their families, their health, and the streets of their communities, by developing the daily lifestyle of walking. Our walks are so much more than physical fitness, as we become advocates for change and improvements within our communities. I currently lead daily walks throughout the Jackson metro area and around the state. In my volunteer capacity of church ministry, I currently serve as our Fitness Ministry leader and I serve as our Church Finance Ministry Leader, leading 9-13 week adult and teen classes in both Crown Financial Ministries, as well as Dave Ramsey's Financial Peace University.

My desire to serve as a contributing member of the school board has grown over the years, as I see myself becoming more of a solution rather than complaining about the problems within our district. I want to do my part by helping, serving and giving back. Taking on one of the most important responsibilities--*helping to plan the education of our city's youth*--is not something I take lightly. These are critical times for public education that are fraught with many challenges. I actually find excitement in energetically confronting tough challenges and working collectively as a team to overcome them. In addition to meeting the minimum requirements to hold this seat, I feel I can bring many other valuable attributes to this position. I truly care about public education as a citizen and a parent. I know that public education is very crucial and critical in the lives of our children and in our future as citizens of Jackson. I have a good understanding on how having excellent schools affects civic pride, property values, and builds a sense of unity. I believe in the success of Jackson Public Schools and our unlimited possibilities made by harnessing our collective community voice, efforts and values, along with our connections to our universities, colleges and upcoming business community, and the unique variety of passions in our citizens.

## **CYNTHIA A. THOMPSON**

**316 Red Oak Drive, Jackson, MS 39212 - 601-641-0777**

**Email: [cynt8292@aol.com](mailto:cynt8292@aol.com)**

I have a Bachelor's Degree in Psychology and over the years, I have performed a wide variety of duties. I have extensive experience working with children & families in various settings, that have included, but are not limited to, case management, individual and family support, supportive counseling, referring & securing appropriate services related to individual needs, working with the general public, customer service, working on specific deadlines, clerical work, computer operations, data entry, and some supervision. I believe that, with a great appreciation for the sensitivity of children's emotional needs and understanding the importance of handling delicate situations with care, I am able to lend help and support to draft, create, shape and adopt policies that would be beneficial to children, youth & their families.

I wholeheartedly appreciate as a board, that the children are our ultimate focus. I also believe that those working with our children (teachers, administration & support roles) need the best advocates to help produce a dynamic atmosphere for the highest quality of learning for our children. I will work with other board members to create a shared vision for work and learning; build strategic partnerships; sustain the city's progress through continuous improvement; adopt and maintain current policies in written format; maintain strong ethical standards; and objectively seek answers to questions and challenges as they arise.

Thank you for your time, interest and any consideration that you may extend to me. I am available at your convenience to provide any additional information and background. I look forward to speaking with you soon.

Sincerely,

Cynthia A. Thompson  
601-641-0777

**Qualifications Summary**

Professional experience working in environments demanding strong organizational, social work, technical and interpersonal skills. Trustworthy, ethical, and discreet; committed to superior customer service. Confident and poised in interactions with individuals at all levels. Detailed-oriented and resourceful in completing projects; able to multi-task effectively. Excellent communication skills, trouble shooting and solution brainstorming skills. Excellent Case Management skills.

**Professional Experience**

- 09/09 - Present** **Greater Bethlehem Temple Church** Jackson, MS 39203  
*Assistant Communications Director* Supervisor: Ervin Ricks 601-354-2599  
Duties: Assist with the overall management of church communications, to include public relations, social media, website, print media (bulletins, newsletters, signage, etc.), A/V team, graphic design, events calendar.  
Church Ministry leader for Finance Ministry & Fitness Ministry.
- 11/07 - 09/09** **Hinds Behavioral Health Services - Region 9** Jackson, MS 39209  
*Children's Case Manager* Supervisor: August Patton 601-321-2400  
Duties: Provided Case Management Services to children and youth, offered supportive counseling to client and family, and ongoing assessments of medical/social services to ensure consumer's stability in the community; Provided outpatient social services linkage, emergency and crisis intervention services; advocacy, consultation and educational services; Developed service plan goals and objectives; Made appropriate referrals; Made home and school visits; Documented all contacts on progress notes and clinical paperwork.
- 10/06 - 11/07** **Aunt Martha's Youth Service Center Foster Care Division** Matteson, IL 60443  
*Case Manager* Supervisor: Carlette Scott 708-503-8613  
Duties: Responsible for the overall management and delivery of services to children and their families (DCFS Wards) placed in Traditional and Specialized Foster Care Homes. Advocating for children in court and providing court testimony. Conducting home visits and assessing families for needed services, with an emphasis on meeting client's environmental and physical needs, and implementing a permanent living plan for each child in placement. Developing service plan goals and objectives with clients, aimed at achieving permanency and ensuring the health, safety and well being of the clients served by the agency. Responsibilities also include monitoring sibling and parental visitation, providing transportation and offering collateral service referrals for clients. Maintain and submit accurate, timely and complete case note documentation.
- 02/04 - 02/05** **Pinebelt Mental Healthcare Resources** Prentiss, MS 39474  
*Children's Case Manager* Supervisor: Mr. Linell Henderson 601-792-4872  
Duties: Provided Case Management Services to children and youth ages 5-18, offered supportive counseling to client and family, and ongoing assessments of medical/social services to ensure consumer's stability in the community; Provided ongoing monitoring of medication compliance and consultations with physician and nurse during medication evaluations; Provided outpatient social services linkage, emergency and crisis intervention services; Provided advocacy, consultation and educational services to consumers; Developed service plan goals and objectives with consumers; Made appropriate referrals to PBMHR services as well as community services; Made home and community visits; Documented all contacts on progress notes and clinical paperwork.
- 1/99 - 12/99** **Aunt Martha's Youth Service Center, PTS/HFI** Matteson, IL 60443  
*(Parents Too Soon/Healthy Families Illinois)* Supervisor: Robin Tellis 708-747-3497  
*Family Support Worker*  
Duties: Initiated and maintained regular and long term contact/support with teenage mothers and their families in order to build strong and healthy parent-child relationships; offered supportive counseling to client and family; Planned and implemented home-based interventions that addressed program goals as well as individual participant needs and goals; Provided Case Management Services and referrals for collateral services; Completed accurate and effective assessments and service plans, documented all contact via progress notes (DAP), filed documentation and input into Stargate Computer System in an accurate and timely manner; assisted with Teen Group Sessions.
- 11/92 - 5/94** **Greater Bethlehem Temple Early Childhood Development Ctr.** Jackson, MS 39203  
*Assistant Director/Teacher (Interim Director 11/93-5/94)* Shirley Howard/Angela Thompson 601-354-2599  
Duties: Created and Maintained all records and files for children and staff, including but not limited to: attendance records, personnel records, children's personal files, financial records, licensing records, program reviews, food service permit inspections, fire inspections, records of fire/disaster evacuation drills, etc.; Assisted with teaching the children in any needed capacity and assisted with the supervision of 12 employees.

**Education**

Jackson State University • Jackson, Mississippi (September 1988 - May 1992)  
B.S. Degree, Psychology Minor: Sociology

Lindblom Technical High School • Chicago, Illinois (September 1984 - June 1988)



**ORDER CONFIRMING THE MAYOR'S NOMINATION OF DR. HURSIE DAVIS-SULLIVAN TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD**

**WHEREAS**, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years;

**WHEREAS**, Dr. Hursie Davis-Sullivan, resident of Ward 5, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

**IT IS THEREFORE ORDERED** that the Mayor's nomination of Dr. Hursie-Davis Sullivan to the Jackson Municipal Airport Authority Board be confirmed with said term to expire October 27, 2025.

Agenda Item #33  
Agenda Date: October 27, 2020

## **CURRICULUM VITAE**

**HURSIE J. DAVIS-SULLIVAN, M.D.**

**3436 Robinson Street  
Jackson, MS 39209  
601-373-2940 office  
601-373-2720 fax**

### **MARITAL STATUS**

Widow, three children

### **EDUCATION**

#### **Undergraduate**

Jackson State University  
Dates Attended: August 1980 - May 1986  
Major: Chemistry  
Degrees: Bachelor of Science in Chemistry  
Masters of Science in Chemistry

#### **Medical Education**

University of Iowa, Iowa City, Iowa  
Dates Attended: June 1987 - June 1993  
Major: Medicine  
Degree: Medical

### **INTERNSHIP/RESIDENCY (Family Medicine)**

PGY -1: July 1993 - June 1994  
University of Mississippi School of Medicine  
2500 North State Street  
Jackson, MS 39216

### **LICENSURE/BOARD CERTIFICATION**

Mississippi State Board of Medical Licensure  
License # 13888, Issued July 1996

### **WORK EXPERIENCE**

Private Practice  
Sullivan Family Medicine Clinic  
1814 Hospital Drive  
Jackson, MS 39204  
(601) 373 - 2940 - Office

3/2000 - Present



Clinic Medical Director 9/1997 - 3/2000  
Assistant Professor  
Primary Care Clinic  
350 West Woodrow Wilson Drive  
Jackson, MS 39213  
(601) 815-8637

Clinical Instructor 7/1996 - 8/1997  
Assistant Professor  
University Mississippi Medical Center  
2500 North State Street  
Jackson, MS 39216  
(601) 984-5400

Clinic Physician 1996 - 1997  
MEA Medical Clinics  
Post Office Box 13849  
Jackson, MS 39236

Clinic Physician 1995 - 1996  
Jackson-Hinds Comprehensive Health Center  
4433 Medgar Evers Boulevard  
Jackson, MS 39213  
(601) 362-5321

Emergency Room Physician 1995 - 1995  
Madison County Medical Center  
Highway 16 East  
Canton, MS 39046

Emergency Room Physician 1994 - 1995  
Lawrence County Hospital  
Monticello, MS

Clinic Physician 1993 - 1996  
Mississippi Family Health Center  
1134 Winter Street  
Jackson, MS

#### **PROFESSIONAL ORGANIZATIONS**

American Medical Association  
Central Medical Society

American Academy of Family Physicians  
Jackson Medical Society  
Mississippi Medical Surgical Association, President 2003-2005, 2019-present  
American Black Cardiologist Association  
Society of Teachers of Family Medicine  
National Medical Association  
Mississippi State Medical Association, Member  
Mississippi Academy of Family Physicians, Member  
JSU NAA Alumni Association Member

**COMMITTEES**

UMMC Adult Committee Physician Advisory Committee, Board Member  
Glen Family Foundation, Board Member  
Mary Church Terrell Literary Club Member  
Partnership for a Healthy Mississippi, Board Member (secretary) 1998 - present  
Board Member I.Q.H. 1999 - 2005  
Central MS Medical Center, Chief Family Medicine Section  
Merit Health Central, Chief of Staff 2014-2017  
MSMA COVID 19 Task Force  
Mayoral COVID 19 Task Force  
Governors COVID 19 Task Force

**HONORS/AWARDS**

Kellogg Fellow 1992-1993  
American Heart Association Fellow in Epidemiology and Prevention of Cardiovascular Disease

**ACCREDITATIONS**

Medical Review Officer	1997
Diplomat, American Board of Family Physicians	1996
PALS, ALSO	1995
ATLS	1994

**VOLUNTEER**

Physician, Craft House Free Clinic

**MISSION WORK**

Haiti January - February 2010

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  
CC#  
10/22/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF DR. HURSIE DAVIS-SULLIVAN TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.



**Timothy Howard, City Attorney**

10/22/20

**Date**



**ORDER APPOINTING DR. CHARLES WILLIAMS, DIRECTOR OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI.**

OFFICE OF THE CITY ATTORNEY  
10/27/20

**WHEREAS**, on October 27, 2020, the Mayor nominated Dr. Charles Williams as the Director of Administration for the City of Jackson, Mississippi; and

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

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

**IT IS, THEREFORE, ORDERED** by the City Council of the City of Jackson, Mississippi, that Dr. Charles Williams is appointed as Director of Public Works for the City of Jackson, Mississippi.

Agenda Item #34  
Agenda Date: October 27, 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  
10/22/20

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER APPOINTING DR. CHARLES WILLIAMS, DIRECTOR OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney



Date

OFFICE OF THE CITY ATTORNEY  
 10/27/20  
 2020

**ORDER TRANSFERRING FUNDS TO THE CHIEF ADMINISTRATIVE OFFICE TO FUND A DEPUTY CHIEF ADMINISTRATIVE OFFICER POSITION**

**WHEREAS**, the Fiscal Year 2020-2021 Personal Services needs to be revised to fund a Deputy Chief Administrative Office Position; and

**WHEREAS**, funds will be transferred from Planning and Development in the amount of Eighty-Six Thousand, Three-Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$86,368.75); and

**WHEREAS**, an interdepartmental transfer to the Chief Administrative Office in the amount of Nine-Thousand, Seven-Hundred Sixty-Five Dollars and Forty-Seven Cents (\$9,765.47).

**IT IS THEREFORE, ORDERED**, that the Fiscal Year 2020-2021 Personal Services budget be revised to fund the Deputy Chief Administrative Officer Position by the following entries:

<b>Fund Account</b>	<b>Debit</b>	<b>Credit</b>
001.401.98.6112	\$68,278.89	
001.444.10.6111		\$68,278.89
001.401.98.6131	\$4,233.29	
001.444.10.6131		\$4,233.29
001.401.98.6133	\$11,880.53	
001.444.10.6133		\$11,880.53
001.401.98.6136	\$990.04	
001.444.10.6136		\$990.04
001.401.98.6112	\$6,772.87	
001.401.80.6112		\$6,772.87
001.401.98.6112	\$419.92	
001.401.80.6112		\$419.92
001.401.98.6112	\$1,296.00	
001.401.80.6112		\$1,296.00
001.401.98.6133	\$1,178.48	
001.401.80.6133		\$1,178.48
001.401.98.6136	\$98.21	
001.401.80.6136		\$98.21

Agenda Item No. 35  
 Agenda Date: October 27, 2020

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

**October 23, 2020**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	Order revising the Personal Services for Fiscal Year 2020-2021			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A			
3.	<b>Who will be affected</b>	Employees of the City of Jackson			
4.	<b>Benefits</b>	Enhance the City of Jackson			
5.	<b>Schedule (beginning date)</b>	Upon Approval by City Council			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Administration Department of Finance			
8.	<b>COST</b>	\$96,132.22			
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 type="checkbox"/>	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 _____	



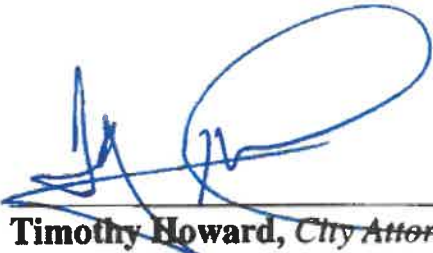
Office of the City Attorney

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 TRANSFERRING FUNDS TO THE CHIEF ADMINISTRATIVE OFFICE TO FUND A DEPUTY CHIEF ADMINISTRATIVE OFFICER POSITION** is legally sufficient for placement in NOVUS Agenda.



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Timothy Howard, *City Attorney*

10/22/20  
Date

OFFICE OF THE CITY ATTORNEY  
10/22/20  
TCH



OFFICE OF THE CLERK  
NOV 10 2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE HINDS COUNTY ELECTION COMMISSION FOR SERVICES RELATED TO THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY.**

**WHEREAS**, the City of Jackson, Mississippi, is preparing for a 2020 Special Municipal Election to fill the Ward 2 City Council vacancy; and

**WHEREAS**, the Jackson City Council has set the date for the special election for November 17, 2020 and a run-off for December 8, 2020 if necessary; and

**WHEREAS**, the Hinds County Election Commission owns the necessary voting equipment and supplies to properly conduct the Special Election and is the body that must enter certain pertinent information into the Statewide Election Management System (“SEMS”); and

**WHEREAS**, it has been determined by the City Clerk and the Municipal Election Commissioners that the use of County voting machines and supplies are necessary to properly conduct said election, and that the services of the Hinds County Election Commission are needed to create the Special Election in SEMS; and

**WHEREAS**, Hinds County will provide said services in an amount not to exceed Five Hundred Dollars (\$500.00); and

**WHEREAS**, in the event of a run-off election, additional election support will be required; and

**WHEREAS**, the Hinds County Election Commission will provide said services in an additional amount not to exceed Two Hundred and Fifty Dollars (\$250.00).

**IT IS, THEREFORE, ORDERED** that the Mayor is hereby authorized to execute an agreement with the Hinds County Election Commission for the use of voting equipment and supplies and for services related to the creation of the election in the Statewide Election Management System (SEMS), in an amount not to exceed Five Hundred Dollars (\$500.00) for the special election, and at an additional cost not to exceed Two Hundred and Fifty Dollars (\$250.00) in the event of a run-off election.

Agenda Item No. 36  
Date: October 27, 2020  
By: A. Harris, Lumumba



# M E M O R A N D U M

Department of Municipal  
(601) 960-1035

**TO:** Honorable Mayor Chokwe Antar Lumumba

**CC:** Jackson City Council Members

**FROM:** Angela Harris, City Clerk

**DATE:** October 14, 2020

**RE:** Agreement with Hinds County, Mississippi

---

The Department of Municipal Clerk has requested the assistance of Hinds County, Mississippi for the use of its equipment related to the 2020 Special Municipal Election to fill the Ward 2 City Council vacancy that will take place on November 17, 2020.

Hinds County, Mississippi by and through the Hinds County Circuit and Election Commissioners will make available to the City of Jackson all related and necessary election equipment/accessories, including, but not limited to: 15 DS200's with keys for election central, 11 Auto Marks with tables and keys, 15 rolling election ballot bags, all voting signs, voting partition dividers and privacy sleeves, ADA ramps, voting yard signs, extension cords, surge protectors and PPE supplies.

The total proposed amount for said services is in an amount of Five Hundred Dollars (\$500.00) and an additional Two Hundred Fifty Dollars (\$250.00) for a run-off if necessary.

Please contact me at (601) 960-1137 should you have any further questions.

**MUNICIPAL SPECIAL ELECTION CONTRACT  
BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND  
HINDS COUNTY, MISSISSIPPI**

**WHEREAS**, the City of Jackson, Mississippi ("City of Jackson"), has requested the assistance of Hinds County with the 2020 Municipal Special Election, for use of county equipment, along with performing other duties prescribed by statute; and

**WHEREAS**, said services are needed for the special election on November 17, 2020, and if required, a run-off election on December 8, 2020;

**THEREFORE**, in light of the 2020 Municipal Special Election, the parties agree to the following provisions:

- Hinds County, Mississippi ("Hinds County"), by and through the Hinds County Circuit Clerk will make available immediately to the City of Jackson all related and necessary election equipment/accessories, including, but not limited to: 15 DS200's with keys for election central, 11 Auto Marks with tables and keys, 15 rolling election ballot bags, all voting signs, voting partition dividers and privacy sleeves, ADA ramps, voting yard signs, extension cords, surge protectors and PPE supplies.

- The City of Jackson assumes all responsibility for destruction, negligence or any other damage to County equipment and agrees to indemnify, hold harmless and otherwise fully compensate the County for any claims and losses, to the extent allowable by Mississippi Law.

- Upon completion of the above-referenced duties and services, by Hinds County, the City of Jackson agrees to remit to Hinds County the amount of **Five Hundred Dollars (\$500.00)** for services provided during the 2020 Municipal Special Election on November 17, 2020 and an additional **Two Hundred Fifty Dollars (\$250.00)** if a run-off election is required. Payment will be made to the Hinds County Chancery Clerk.

**IN WITNESS THEREOF**, the parties have executed this Agreement on the \_\_\_\_ day of October, 2020.

**CITY OF JACKSON, MISSISSIPPI**

**ATTEST:**

\_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

\_\_\_\_\_  
Angela Harris, City Clerk

**HINDS COUNTY, MISSISSIPPI**

**ATTEST:**

\_\_\_\_\_  
*Robert Swann*  
President, Board of Supervisors

\_\_\_\_\_  
*Eddie Jean Carr*  
Eddie Jean Carr, Chancery Clerk

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE HINDS COUNTY ELECTION COMMISSION FOR SERVICES RELATED TO THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY is legally sufficient for placement in NOVUS Agenda.

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

Monica D. Allen, Special Assistant 

10/20/20  
\_\_\_\_\_  
Date

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 VACANCY.**

**WHEREAS**, the City of Jackson, Mississippi, is preparing for a 2020 Special Municipal Election to fill the Ward 2 vacancy; and

**WHEREAS**, the Jackson City Council voted to set the date for the special election to fill the Ward 2 vacancy for November 17, 2020; and

**WHEREAS**, it has been determined by the City Clerk and the Municipal Election Commissioners that support services for the utilization of the Statewide Election Management System (SEMS) is necessary to properly conduct said election; and

**WHEREAS**, Pharos Consulting Services proposes to provide consulting and training services to the City of Jackson, including: the utilization of SEMS in support of the Special Election and possible run-off, review of information in SEMS, training for printing of poll books and posting voter history, and other election practice support as needed; and

**WHEREAS**, Pharos Consulting Services will provide said services at a cost not to exceed \$2,400.00, with a consulting rate of \$80 per hour for twenty (20) hours of agreed upon consulting services.

**IT IS, THEREFORE, ORDERED** that the Mayor is hereby authorized to execute a Technical Support Agreement with Pharos Consulting Services to provide consulting and training services to the City of Jackson, Mississippi at a cost not to exceed Two Thousand Four Hundred Dollars and no cents (\$2,400.00).

Agenda Item: 37  
Date: October 27, 2020  
By: A. Harris, Lumumba

# M E M O R A N D U M



Department of Municipal Clerk  
(601) 960-1035

**TO:** Honorable Mayor Chokwe Antar Lumumba  
**CC:** All Jackson City Council Members  
**FROM:** Angela Harris, City Clerk  
**DATE:** October 9, 2020  
**RE:** **Technical Support Agreement with Pharos Consulting**

---

The Department of Municipal Clerk and the Municipal Election Commissioners that support services for the utilization of the Statewide Election Management System (SEMS) is necessary to properly conduct the 2020 Special Municipal Election to fill the vacancy and unexpired term of Ward 2 City Councilman Melvin Priester, Jr. that will take place on November 17, 2020.

Pharos Consulting Services proposes to provide consulting and training services to the City of Jackson, including: the utilization of SEMS in support of the Special Municipal Election, training for poll managers, posting voter history, and other election practice support as needed; and

Pharos Consulting Services will provide said services in an amount not to exceed Two Thousand Four Hundred Dollars (\$2,400.00).

Please contact me at (601) 960-1137 should you have any questions.





**ELECTIONS SUPPORT AGREEMENT FOR CITY OF JACKSON 2020**

**SPECIAL ELECTION FOR CITY COUNCILMAN WARD 2**

This agreement is to define the terms and conditions under which election consulting services will be provided by Pharos Consulting Services to City of Jackson for training and support in the Statewide Election Management System (SEMS), project management on ES&S election services, edits to the Poll Manager's guide and special election support during the 2020 Municipal Special Election for Ward 2.

**Training/Support Services Overview**

- Based on services provided in previous election cycles, Pharos is proposing a block of 20 hours with Madalan Lennep, PMP. This agreement is for the services as listed above and begins the date the agreement is signed. Scheduling for on-site visits will be mutually agreed upon by the parties. Phone calls will be billed in 15-minute increments. Consulting rate is \$80.00/hour for the 20-hour block of time will total \$2,400.00. **Only actual hours used will be billed.** Pharos will review with city officials after the first 20 hours to determine if additional services are required.

The Pharos consultant working on this effort is an independent contractor and not an agent of the Mississippi Secretary of State's Office. The information provided by Pharos consultants cannot be construed as an official opinion. Additionally, exposure to county information including any purchase, procedure, or process, in this effort is not in any way an approval from the Mississippi Secretary of State's Office.

Calls or text messages may be placed to Madalan Lennep at 601-209-9254 or emails may be sent to [madalan@pharoscs.com](mailto:madalan@pharoscs.com). Calls will be returned the same day if possible and guaranteed to be returned the next business day.

Agreed to by:

\_\_\_\_\_  
City of Jackson

\_\_\_\_\_  
Date

Agreed to by:

*Madalan Lennep*

Pharos Consulting Services

\_\_\_\_\_  
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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 VACANCY is legally sufficient for placement in NOVUS Agenda.

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

Monica D. Allen, Special Assistant, 

10/20/20  
Date

OFFICE OF THE CITY ATTORNEY  
10/20/20

**ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY.**

**WHEREAS**, the City of Jackson, Mississippi, is preparing for a 2020 Special Municipal Election to fill the Ward 2 City Council vacancy; and

**WHEREAS**, the Jackson City Council has set the date for the special election for November 17, 2020; and

**WHEREAS**, it has been determined by the City Clerk and the Municipal Election Commissioners that technical support and related services for the use of County voting machines are necessary to properly conduct said election; and

**WHEREAS**, Election Systems & Software ("ES&S") has proposed to provide the following support services: election technical support for voting equipment, election definition coding and support, delivery and pick up of all equipment in an amount not to exceed Nine Thousand Nine Hundred Seventy-Six Dollars (\$9,976.00) and an additional cost to print ballots if needed at \$0.31/each per ballot; and

**WHEREAS**, ES&S will provide said services and in the event of a run-off election, will provide additional election support in an amount not to exceed Nine Thousand Two Hundred Seventy-Three Dollars (\$9,273.00) and an additional cost to print ballots if needed at \$0.031/each per ballot.

**IT IS, THEREFORE, ORDERED** that the Mayor is hereby authorized to execute an agreement with ES&S to provide technical support and related services to the City of Jackson, during the 2020 Special Municipal Election, and if needed the 2020 Special Run-off Municipal Election, at a cost not to exceed Nineteen Thousand Two Hundred Forty-Nine Dollars (\$19,249.00) for the special election including a run-off election, if applicable.

Agenda Item: 38  
Date: October 27, 2020  
By: A. Harris, Lumumba



# M E M O R A N D U M

Department of Municipal Clerk  
(601) 960-1035

**TO:** Honorable Mayor Chokwe Antar Lumumba

**CC:** All Jackson City Council Members

**FROM:** Angela Harris, City Clerk

**DATE:** October 20, 2020

**RE:** **Professional Services Agreement with Election Systems & Software (ES&S)**

---

The Department of Municipal Clerk and the Municipal Election Commissioners request the professional services agreement for technical support and related services for the use of County voting machines that are necessary to properly conduct the 2020 Special Municipal Election to fill the Ward 2 City Council vacancy that will take place on November 17, 2020.

Election Systems & Software ("ES&S") has proposed to provide the following support services: election technical support for voting equipment, election definition coding and support, delivery and pick up of all equipment, and ballot printing and supplies, if applicable.

ES&S will provide said services, excluding ballot printing and supplies, in an amount not to exceed Nine Thousand Nine Hundred Seventy-Six Dollars (\$9,976.00), and if a run-off election, if needed, said amount will not exceed Nine Thousand Two Hundred Seventy-Three Dollars (\$9,273.00).

Please contact me at (601) 960-1137 should you have any questions or comments.



October 15<sup>th</sup>, 2020

Re: 2020 Municipal Election Support

Quote # - ES&S-1165

Angela Harris (City Clerk)

219 South President Street

Post Office Box 17

Jackson, MS 39205-0017

Phone (601) 960-1035

Fax (601) 960-1032

email - [aharris@city.jackson.ms.us](mailto:aharris@city.jackson.ms.us)

Dear Ms. Harris,

ES&S is pleased to offer to you the following pricing for November 17, 2020 Municipal Election Support.

**November 17<sup>th</sup>, Special Election Support**

**Election Technical Support - 4 days - \$3,340.00**

**ElectionWare Election Definition Coding and Support - \$2,951.00**

**Transportation of Machines to Polls - \$3,685.00**

**Ballot Printing - \$0.31/each per ballot - Quantity TBD & Invoiced Separately**

**Total - \$9,976.00**

**December 8<sup>th</sup>, Special Election Runoff Support**

**Election Technical Support - 4 days - \$3,340.00**

**ElectionWare Election Definition Coding and Support - \$2,248.00**

**Transportation of Machines to Polls - \$3,685.00**

**Ballot Printing - \$0.31/each per ballot - Quantity TBD & Invoiced Separately**

**Total - \$9,273.00**

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.
4. Any applicable sales taxes have not been included in pricing and are the responsibility of the customer.

Thank you again for the opportunity to quote your Municipal election support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

\_\_\_\_\_  
Election Official Approval

Bill Lowe  
Election Systems & Software  
State of Mississippi  
5738 Hwy 80 West Suite C  
Jackson, MS 39209  
Phone - 601-922-2476  
Fax - 601-922-8475

*"Maintaining Voter Confidence. Enhancing the Voting Experience."*

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 A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2020 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY is legally sufficient for placement in NOVUS Agenda.

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

Monica D. Allen, Special Assistant, 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
1/20/20  
10/18/20

**ORDER RATIFYING PAYMENT TO FEDEX FOR THE JACKSON ZOO FROM APRIL 24, 2020 THROUGH APRIL 30, 2020, AND AMENDING COUNCIL ORDER APPROVED OCTOBER 13, 2020 TO ADD FEDEX TO THE JACKSON ZOO VENDOR LIST. (WARD 5) (HARRIS, LUMUMBA)**

WHEREAS, the governing authorities of the City of Jackson, Mississippi provided authority on January 28, 2019, during negotiations with the ZoOceanarium Group, LLC, to provide operations and maintenance for the Jackson Zoo; and

WHEREAS, City Council approved a list with sixty-four (64) vendors, doing business with the Jackson Zoo, on October 13, 2020; and

WHEREAS, FedEx is a vendor of the Jackson Zoo, and was inadvertently not included on the approved list of vendors; and

WHEREAS, FedEx provided services to the Jackson Zoo from April 24, 2020 through April 30, 2020 that must be ratified; and

WHEREAS, the Department of Parks and Recreation desires to retain current vendors to ensure they are paid timely and expeditiously for a variety of services necessary to ensure continuous care of animals, staff and maintenance needs are met, at the Jackson Zoo; and

WHEREAS, said Jackson Zoo vendors (without contracts), shall provide services from October 1, 2020 through September 30, 2021, as follows:

JACKSON ZOO VENDORS - (WITHOUT CONTRACTS)						
	Vendor Name	Business Type	Account Number	Freight Bill No.	Ship Date / Invoice Date	Amount
1.	FedEx Payments not to exceed \$2,500.00	Feed Products	001-498.00-6419	5068955651	04-24-20 / 4-30-20	\$1,426.07

WHEREAS, FedEx shall be paid up to and not to exceed the amounts listed above in the chart.

IT IS, THEREFORE, ORDERED that the services rendered to the Jackson Zoo by FedEx from April 24, 2020 through April 30, 2020 are hereby ratified, and payment in the amount of One Thousand, Four Hundred and Twenty-Six Dollars and Seven Cents (\$1,426.07) is authorized.

IT IS FURTHER ORDERED that the October 13, 2020 Order approved by the governing authorities listing approved Jackson Zoo vendors is hereby amended to add FedEx as a vendor, and to authorize the City to make payments to the above referenced Jackson Zoo vendor, FedEx, in reference to all requests for payments necessary to ensure continuous care of animals, staff and maintenance needs are met at the Jackson Zoo, in an amount not to exceed Two Thousand, Five

Agenda Item #39  
Agenda Date: October 27, 2020

Hundred Dollars (\$2,500.00) for a term period of October 1, 2020 through September 30, 2021.

**HARRIS, LUMUMBA**



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

**10-15-20**

**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 ratifying payment to FedEx for the Jackson Zoo from April 24, 2020 through April 30, 2020, and amending Council Order approved October 13, 2020, to add FedEx to the Jackson Zoo vendor list.							
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 Jackson Zoo animals.							
4.	<b>Benefits</b>	To ensure payments are made.							
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.							
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 5  No							
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Parks and Recreation & the Jackson Zoo.							
8.	<b>COST</b>	Vendor shall be paid up to an amount, not to exceed \$2,500.00, April 24, 2020 through September 30, 2021.							
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"/>	001-498.00-6419							
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	___ Yes ___ No	___	N/A	<u>X</u>	
		AABE	_____ %	WAIVER	___ Yes ___ No	___	N/A	<u>X</u>	
		WBE	_____ %	WAIVER	___ Yes ___ No	___	N/A	<u>X</u>	
		HBE	_____ %	WAIVER	___ Yes ___ No	___	N/A	<u>X</u>	
		NABE	_____ %	WAIVER	___ Yes ___ No	___	N/A	<u>X</u>	

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



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

# Memo

**TO:** The Honorable Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** October 15, 2020  
**RE:** Jackson Zoo Vendor - FedEx

---

Order ratifying payment to FedEx for the Jackson Zoo from April 24, 2020 through April 30, 2020, and amending Council Order approved October 13, 2020 to add FedEx to the Jackson Zoo vendor list.

Vendor payment was inadvertently missed, in the Order submitted to City Council on October 13, 2020.

Further, FedEx vendor (without contract), shall provide services for a term period of October 1, 2020 through September 30, 2021, in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

The Department of Parks and Recreation & the Jackson Zoo, recommends that this Order is accepted.

Thank you.

IBHjr/pb

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
10/30/2020

## OFFICE OF THE CITY ATTORNEY

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This ORDER RATIFYING PAYMENT TO FEDEX FOR THE JACKSON ZOO FROM APRIL 24, 2020 THROUGH APRIL 30, 2020, AND AMENDING COUNCIL ORDER APPROVED OCTOBER 13, 2020 TO ADD FEDEX TO THE JACKSON ZOO VENDOR LIST is legally sufficient for placement in NOVUS Agenda.

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

10/30/20  
**Date**

\*EIN



# DUPLICATE INVOICE

FXFE PRIORITY

Freight Bill Number 5068955651

Ship Date / Invoice Date 04/24/2020 / 04/30/2020

Bill of Lading Number 39487639

P.O. Number

Shipper Reference Number

I/L PRD Number

Terms COLLECT

Origin / Destination ALX / JKM

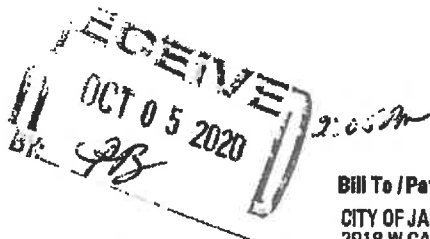
Total Amount Due 1,428.07

Payment Due Date 05/15/2020

Send payment to: DEPT CH PO BOX 10306 PALATINE IL 60055-0306  
Direct Billing Inquiries to 2200 Forward Dr Harrison AR 72602-0940  
EMAIL customersolutions@fedex.com WEBSITE www.fedex.com  
PHONE 870.741.9000 FAX 870.365.4354 TOLL-FREE 866.393.4585

**Shipper**

PETRUS FEED & SEED  
2914 N BOLTON AVE  
ALEXANDRIA LA 71303-4511



**Consignee**

CITY OF JACKSON, JACKSON ZOO  
2918 W CAPITOL ST  
JACKSON MS 39209-4236

**Bill To / Payment Due From**

CITY OF JACKSON, JACKSON ZOO  
2918 W CAPITOL ST  
JACKSON MS 39209-4236

Account# 123155130

PIECES	PALLETS/HM	DESCRIPTION	WT(LBS)	NMFC	CLASS	RATE	TOTAL CHARGES
1		39487639					
3		39487639 4 SKC ANIMAL FEED ANIMAL FEED APPOINTMENT DELIVERY ** APPOINTMENT FROM 08:00 TO 16:00 APPT 042820 16:00SETUP042820 08:57 JACKSON ZOOLOGI US (801)352-2580 *FXFT 500FR07/10/13 LT 00102 BILLING REVISION 0000786 DEFICIT WT -LOWER CHARGES 008317 : LIFTGATE DELIVERY-COLL 40972-4AA038-FXF-1200 RATED AS..... 136290 : REDELIVERY CHARGE COLL	2,912 6,803	087050-03 067050-02	055 070		63.17 1,362.80
4		----- Invoicing Summary ----- Original Invoice Amount Less Amount Paid Less Freight Bill Adjustments Totals / Amount Due by (05/15/2020)	9,215				1,428.07 1,428.07

Rate Tariff : 40972-4AA038-FXF



**Remittance Advice**

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Payment Due From Account# 123155130



Send to: DEPT CH PO BOX 10306  
PALATINE IL 60055-0306

FXF

#BWNFZ6Z  
CITY OF JACKSON, JACKSON ZOO  
2918 W CAPITOL ST  
JACKSON MS 39209-4236

Address change? Please check the appropriate box and fill out the information on the reverse side of this form.

FREIGHT BILL NUMBER 5068955651
SHIP DATE/ INVOICE DATE 04/24/2020 / 04/30/2020
TERMS COLLECT
PAYMENT DUE DATE 05/15/2020
PLEASE PAY THIS AMOUNT 1,428.07

Thank You!

5068955651 000000142607 09282020 3

OFFICE OF THE CITY ATTORNEY  
 CWB  
 10/20/20

**ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY FOR AUGUST 1, 2020 THROUGH OCTOBER 15, 2020, AND AUTHORIZING PAYMENT FOR SAID SERVICES. (WARD 3) (HARRIS, LUMUMBA)**

WHEREAS, the City of Jackson, Department of Parks and Recreation would like to prevent burglaries and vandalism from occurring at the Pete Brown Golf Facility (aka Sonny Guy Golf Course) and the Park Maintenance Division Facility; and

WHEREAS, the Department of Parks and Recreation desires to ensure all invoices are honored and paid, for armed security guard services performed by CCSI Security from August 1, 2020 through the present at said City facilities; and

WHEREAS, said vendor has provided invoices and requests payment for services rendered or to be rendered at the Pete Brown Golf Facility and the Park Maintenance Division Facilities as specified below; and

CCSI SECURITY				
SERVICE LOCATION	ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
Pete Brown Golf Facility Aka Sonny Guy Golf Course	005-504.10-6420	17050	08-01-20 thru 08-31-20	\$5,229.70
		17120	09-01-20 thru 09-15-20	\$2,530.50
		17144	09-16-20 thru 09-30-20	\$2,530.50
		17168	10-01-20 thru 10-15-20	\$2,530.50
<b>Sub-Total - Pete Brown Golf Facility</b>				<b>\$12,821.20</b>
Park Maintenance Division Facility	005-504.10-6420	17051	08-01-20 thru 08-31-20	\$3,349.91
		17121	09-04-20 thru 09-14-20	\$1,542.40
		17145	09-18-20 thru 09-27-20	\$1,060.40
		17169	10-02-20 thru 10-12-20	\$1,530.36
<b>Sub-Total - Park Maintenance Facility</b>				<b>\$7,483.07</b>
<b>Total</b>				<b>\$20,304.27</b>

WHEREAS, the Department desires that vendor invoices and requests for payment be honored and ratified in an amount of Twenty Thousand, Three Hundred Four Dollars and Twenty-Seven Cents (\$20,304.27) for the Pete Brown Golf Facility and the Park Maintenance Division Facility.

IT IS, THEREFORE, ORDERED that armed security guard services performed by CCSI Security for the Pete Brown Golf Facility (aka Sonny Guy Golf Course) and the Park Maintenance Division Facility from August 1, 2020 through October 15, 2020 are hereby ratified, and the payment of Twenty Thousand, Three Hundred Four Dollars and Twenty-Seven Cents (\$20,304.27) is authorized.

Agenda Item #40  
 Agenda Date: October 27, 2020

HARRIS, LUMUMBA  
 CCSI SECURITY\_P&R/10-15-20(2)



Cca Security  
 P.O. Box 8485  
 Jackson, MS 39284

INVOICE NO.	17169
DATE	10/16/20

**CUSTOMER**

Stanley Smith  
 City Of Jackson Park Maintenance Division  
 3200 Woodrow Wilson Drive  
 Jackson, MS 39209

**SERVICE LOCATION**

Park Maintenance  
 3880 Bullard St  
 Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 8005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
10/10/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
10/10/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
10/11/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
10/11/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
10/11/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
10/11/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
10/12/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	

Please remit payment to: Cca Security, P.O. Box 8485 Jackson, MS 39284

Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!

Sub-Total	1,530.36
Sales Tax	
<b>TOTAL</b>	<b>\$1,530.36</b>

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR PROFESSIONAL SERVICES.**

OFFICE OF THE CITY ATTORNEY  
[Signature]

**WHEREAS**, the Mississippi State Department of Health (MSDH) “the Agency” and the Jackson Police Department (“JPD”) who is the “the Contractor” desire to engage in a contract for the period September 21, 2020 to June 30, 2021 for professional services; and

**WHEREAS**, in furtherance of the performance of the professional services, outlined in the contract;

**WHEREAS**, the scope of service in fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with the professional violent death data collection services detailed below. Services shall include, but are not limited to, the following;

1. Assign a representative from department to provide data collection.
2. Provide monthly violent death case data as requested by Mississippi Violent Death Program Manager.
3. Assist with data collection and provide technical assistance and pertinent information to officers
4. Provide data reports in a timely manner.
5. Attend quarterly advisory board meetings.

**WHEREAS**, MSDH agrees to compensate JPD at the monthly rate of \$500.00 not to exceed a total of \$5000.00 during the specified term; and

**WHEREAS**, the provisions, terms or conditions of this MOU are specified in the MSDH Contract for Professional Services.

**IT IS HEREBY ORDERED** that the Mayor of the City of Jackson or his designee is authorized to enter into herein-described Memorandum of Understanding between the City of Jackson, Mississippi and the Mississippi State Department of Health to provide MSDH with professional violent death data collection services at the monthly rate of \$500.00 not to exceed a total of \$5,000.00.

**APPROVED FOR AGENDA:**

Agenda Date 41  
Agenda Item # \_\_\_\_\_  
By: DAVIS, LUMUMBA

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

**October 15, 2020**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR PROFESSIONAL SERVICES.								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention								
3.	<b>Who will be affected</b>	City of Jackson,								
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.								
5.	<b>Schedule (beginning date)</b>	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 x									
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	___




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:** October 15, 2020

**Subject:** Memorandum of Understanding between the MS Health Department and the City of Jackson

---

The Jackson Police Department ("JPD") desires to enter into an agreement with the Mississippi State Department of Health ("MSDH") to provide professional services (data collection and reports).

The MSDH will reimburse JPD, a maximum of \$5,000 for the term of the agreement which is September 21, 2020 and ending on June 30, 2021 for the services.

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

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR PROFESSIONAL SERVICES is legally sufficient for placement in NOVUS Agenda.

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

James Anderson, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date

**MISSISSIPPI STATE  
DEPARTMENT OF HEALTH  
CONTRACT FOR PROFESSIONAL SERVICES**

1. **Parties.** This contractual agreement is entered into by and between the Mississippi State Department of Health (hereinafter “MSDH” or “Agency”) and Jackson Police Department (hereinafter “Contractor”).
2. **Purpose.** The purpose of this contract is for MSDH to engage Contractor to provide certain professional services.
3. **Period of Performance.** This contract will become effective for the period beginning September 21, 2020 and ending on June 30, 2021, upon the approval and signature of the parties hereto.
4. **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in Attachment A, captioned “General Terms and Conditions”, attached hereto and incorporated herein.
5. **Acknowledgements and Special Terms.** This contract is hereby made subject to the terms and conditions included in Attachment B, captioned “Acknowledgements and Special Terms”, attached hereto and incorporated herein.
6. **Scope of Services.** Contractor will perform and complete in a timely and satisfactory manner the services described in Attachment C, captioned “Services and Compensation”, attached hereto and incorporated herein.
7. **Consideration.** As consideration for the performance of the services referenced above, MSDH agrees to compensate Contractor as provided in Attachment C.
8. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For MSDH:                    Thomas Dobbs, MD, MPH, State Health Officer  
                                      Mississippi State Department of Health  
                                      Post Office Box 1700  
                                      Jackson, Mississippi 39215-1700

[with Copy to Rebecca Henley, HR Policy and Compliance Director]

For the Contractor:       James Davis, Chief of Police  
                                      Jackson Police Department  
                                      327 East Pascagoula Street  
                                      Jackson, Mississippi 39204  
                                      JDavis@city.jackson.ms.us  
                                      (601) 960-1217

Any other correspondence concerning this agreement (invoices, technical/programmatic matters, etc.) shall be directed as follows:

For MSDH: Dr. Victor Sutton, Office Director  
Mississippi State Department of Health  
Post Office Box 1700  
Jackson, Mississippi 39215-1700  
Victor.Sutton@msdh.ms.gov

9. **Entire Agreement.** This document and all incorporated attachments constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

\_\_\_\_\_  
DATE

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

Thomas Dobbs, MD, MPH  
State Health Officer  
Mississippi State Department of Health

\_\_\_\_\_  
DATE

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

James Davis, Chief of Police  
Jackson Police Department

**ATTACHMENT A: GENERAL TERMS AND CONDITIONS**

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1. **Assignment and Receipt of Amounts Payable.** This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:
  - a. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
  - b. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
2. **Anti-assignment/subcontracting.** Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
3. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
4. **Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
5. **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
6. **Authority to Contract.** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other



provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7. **Availability of Funds.** It is expressly understood and agreed that the obligation of the Mississippi State Department of Health (MSDH) to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MSDH, MSDH shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
8. **Compliance with Laws.** Contractor understands that the Mississippi State Department of Health (MSDH) is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
9. **Confidential Information.** Confidential Information shall be defined as (1) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and (2) all materials, documents, data and information which the Contractor acquires as a result of its contact with and efforts on behalf of MSDH, and any other information designated in writing as confidential by MSDH or the State of Mississippi.

Each party to this contract agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of MSDH shall result in the immediate termination of this contract.

10. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that MSDH is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MSDH pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MSDH shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MSDH shall not be liable to the Contractor for disclosure of information required by court order or required by law.

11. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
12. **Exceptions to Confidential Information.** Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
  - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - (3) is independently developed by the recipient without any reliance on confidential information;
  - (4) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - (5) is disclosed with the disclosing party’s prior written consent.
13. **Disputes.** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MSDH and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
14. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
15. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person

assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

16. **Failure to Deliver.** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MSDH, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MSDH may have.
17. **Failure to Enforce.** Failure by MSDH at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MSDH to enforce any provision at any time in accordance with its terms.
18. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
19. **HIPAA Compliance.** Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
20. **Indemnification.**
  - a. If Contractor is another agency or entity of the State of Mississippi, the following shall apply:  
  
Contractor’s tort liability, as an entity of the State of Mississippi, 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 this liability or of eliminating any defense available to the State under statute.



b. For all other Contractors, the following shall apply:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

21. **Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MSDH, and MSDH shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MSDH shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MSDH shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
22. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
23. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
24. **Non-Discrimination for HIV/AIDS.** As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.

25. **Ownership of Documents and Work Papers.** MSDH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MSDH upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MSDH and subject to any copyright protections.

Additionally, Contractor assures that any and all information regarding clients of MSDH will be kept strictly confidential and will become the property of MSDH. Contractor assures that MSDH shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MSDH.

Paper documents and electronic devices and media containing Personally Identifiable Information must be returned or, if approved by MSDH, destroyed in a preapproved manner. Contractor agrees to contact MSDH for further guidance on approved methods on destroying electronic devices and related media.

26. **Paymode.** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
27. **Personally Identifiable Information.** Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate Federal and/or State laws and subject the Contractor to penalties.
28. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov).
29. **Record Retention and Access to Records.** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. Unless mandated by federal or state law for a longer retention period, all records related to this agreement that contain, or are associated with, protected health information (PHI) shall be retained by Contractor for at least six (6) years after final payment is made under this agreement and all pending matters

are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the six (6) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the six (6) year period, whichever is later.

30. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MSDH, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MSDH. The rights of MSDH are in addition and without prejudice to any other right MSDH may have to claim the amount of any loss or damage suffered by MSDH on account of the acts or omissions of Contractor.
31. **Reimbursement.** MSDH agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, MSDH agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to MSDH no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for MSDH to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:
- a. Reimbursement in excess of the amount budgeted for any item; or
  - b. Reimbursement of items not included in the budget; or
  - c. The transfer of monies between items within the budget.

It is agreed by both parties that no reimbursement will be made by MSDH until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by MSDH.

32. **Requirements Contract.** During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that MSDH shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MSDH for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MSDH is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MSDH may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
33. **Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MSDH, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies. Unless mandated by federal or state law for a longer retention period, Contractor



shall retain these records for a period of six (6) years after final payment if such records contain, or are associated with, PHI. These records shall be made available during the term of the contract and the subsequent six (6) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

34. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
35. **State Property.** Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
36. **Stop Work Order.**
- a. **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
    - i. cancel the stop work order; or,
    - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
  - b. **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
    - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
    - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
  - c. **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

- d. *Adjustments of Price:* If permissible, any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

37. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

38. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts

of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- 39. Termination upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi State Department of Health upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 40. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 42. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>.

Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

43. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by MSDH to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MSDH, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MSDH shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
44. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.



**ATTACHMENT B: ACKNOWLEDGEMENTS AND SPECIAL TERMS**

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The following acknowledgements and conditions shall be made a part of this agreement:

**CONFLICT OF INTEREST.** To the best of his or her knowledge, Contractor certifies that no MSDH employee, or spouse, parent or child of an MSDH employee, serves as a member of its governing body, project staff or has an ownership or pecuniary interest in the Contractor. Contractor agrees that should this condition change during the period of this contract, Contractor shall notify MSDH within 30 days. Notification should be sent by certified mail to the following:

Mississippi State Department of Health  
Attention: MSDH Legal Department  
Post Office Box 1700  
Jackson, Mississippi 39215-1700

Furthermore, Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias.

**DEBARMENT AND SUSPENSION.** Contractor certifies to the best of its knowledge and belief, that it:

1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
2. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
3. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
5. has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

**REPRESENTATION REGARDING CONTINGENT FEES.** Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

**REPRESENTATION REGARDING GRATUITIES.** Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.



## **ATTACHMENT C: SERVICES AND COMPENSATION**

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### **SCOPE OF SERVICES**

In fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with the professional violent death data collection services detailed below. Services shall include, but are not limited to, the following:

1. Assign a representative from department to provide data collection (Stacey O'Quinn).
2. Provide monthly violent death case data as requested by Mississippi Violent Death Program Manager.
3. Assist with data collection and provide technical assistance to officers providing information.
4. Provide data reports in a timely manner.
5. Attend quarterly advisory board meetings.

### **COMPENSATION**

In furtherance of the performance of the services referenced above, MSDH agrees to compensate the Contractor at the monthly rate of \$500.00 for an estimated amount of \$5,000.00. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with any applicable conditions, requirements and restrictions of federal, state and local laws.

Furthermore, when permissible, the Contractor shall be reimbursed at state rates for travel expenses incurred in completing this agreement (hotel, mileage, per diem, etc.). Reimbursable expenses shall be limited to those allowed by state law and only permissible with prior written approval from MSDH.

The Contractor shall invoice MSDH monthly as needed. The final invoice to MSDH shall be sent within thirty (30) days after the Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses. MSDH will pay all invoices within forty-five (45) days following the approval of the same. All invoices should be submitted to the following:

Dr. Victor Sutton, Office Director  
Mississippi State Department of Health  
Post Office Box 1700  
Jackson, Mississippi 39215-1700  
Victor.Sutton@msdh.ms.gov

**It is expressly understood and agreed that, while the amount noted above is based on an estimated budget and may be subject to change, in no event will the total compensation to be paid hereunder exceed the specified amount of \$5,000.00.**

**Certificate Of Completion**

Envelope Id: 5368B03A1D844D558D13FB371EAAAA3F  
 Subject: Please DocuSign Your Contract with MSDH [INDC-1663]  
 Source Envelope:  
 Document Pages: 15 Signatures: 0  
 Certificate Pages: 2 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Disabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Evans, Anita  
 570 East Woodrow Wilson Drive  
 Jackson, MS 39216  
 anita.evans@msdh.ms.gov  
 IP Address: 69.60.36.32

**Record Tracking**

Status: Original  
 9/24/2020 9:03:35 AM

Holder: Evans, Anita  
 anita.evans@msdh.ms.gov

Location: DocuSign

**Signer Events**

James Davis, Chief of Police  
 JDavis@city.jackson.ms.us  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/24/2020 9:44:31 AM  
 ID: 2900d09c-25d9-414d-a4e7-342696c27bc8  
 Company Name: MS State Department of Health

Thomas Dobbs, MD, MPH  
 thomas.dobbs@msdh.ms.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Signature**

**Timestamp**

Sent: 9/24/2020 9:06:27 AM  
 Viewed: 9/24/2020 9:44:31 AM

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

9/24/2020 9:06:27 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

From time to time, MSDH may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. At any time, you may request from us a paper copy of any record provided or made available electronically to you. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by sending an email request to [MSDHDocusignAdmin@msdh.ms.gov](mailto:MSDHDocusignAdmin@msdh.ms.gov). If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. You must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically by submitting the requests in writing to: MS State Department of Health DocuSign Administration, 570 East Woodrow Wilson Avenue, Jackson, MS 39216. If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us. Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system.

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE TRANSFER OF FUNDS DPS/HOMELAND SECURITY (BOMB SQUAD) GRABT FROM SPECIAL POLICE EQUIPMENT LINE TO UNIFORM & WORK CLOTHING LINE is legally sufficient for placement in NOVUS Agenda.

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

James Anderson, Deputy City Attorney 

10/21/20  
Date

**ORDER AUTHORIZING THE TRANSFER OF FUNDS DPS/HOMELAND SECURITY (BOMB SQUAD) GRANT FROM SPECIAL POLICE EQUIPMENT LINE TO UNIFORM & WORK CLOTHING LINE**

OFFICE OF THE CITY ATTORNEY  


WHEREAS, the City of Jackson Police Department requires the (Bomb Squad) to be adequately equipped and properly EOD dressed; and

WHEREAS, the Jackson Police Department Grant Unit requires monies to put in account according to the purchase that is being made.

IT IS, THEREFORE ORDERED that the transfer of funds be moved to the proper line for purchases.

IT IS FURTHER ORDERED that the transfer from Special Police Equipment (123.442.61.6855) to Uniform & Work Clothing Line (123.442.61.6217).

APPROVED FOR AGENDA:

Item # 42  
Agenda Date:

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 

**Date:** October 20, 2020

**Subject:** Order Authorizing the Transfer of Funds DPS/Homeland Security  
(Bomb Squad) Grant from Special Police Equipment Line to Uniform  
& Work Clothing Line

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The City of Jackson Police Department requires that the Bomb Squad is adequately equipped and properly EOD dressed. Accordingly, they are required to have monies placed in an account according to the purchases that are made. Therefore, the Jackson Police department would like to be allow to transfer funds to the proper line for purchase. The transfer will be made from the Special Police Equipment (123.442.61.6855) to the Uniform & Work Clothing Line (123.442.61.6217).

Should you have any questions or concerns, please do not hesitate to contact me.

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

**October 20, 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 Transfer of Funds DPS/Homeland Security (Bomb Squad) Grant from Special Police Equipment Line to Uniform & Work Clothing Line								
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 Quality of Life.								
3.	<b>Who will be affected</b>	City of Jackson Police Department Bomb Squad								
4.	<b>Benefits</b>	City of Jackson Police Department Bomb Squad								
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>	\$15,000.00								
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	From Acct.-123.442.61.6855  To Acct.-123.442.61.6217								
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	_____

BOMB SQUAD GRANT

Account	Description	Increase	Decrease	
123.442.61.6217	Uniforms & Work Clothing	\$ 15,000		
123.442.61.6855	Special Police Equipment		\$ 15,000	IN WRONG ACCOUNT
<i>To properly allocate funds for DPS/Homeland Security (Bomb Squad) Grant</i>				
		\$ 15,000	\$ 15,000	



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO ENTER INTO A PILOT PROGRAM WITH FUSUS REAL TIME CRIME CENTER (TECHNOLOGY SYSTEM) AT NO COST TO THE CITY OF JACKSON FOR NO MORE THAN 45 DAYS is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
**James Anderson**, *Deputy City Attorney*

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

10/21/20



OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING THE MAYOR TO ENTER IN TO A PILOT PROGRAM WITH FUSUS REAL TIME CRIME CENTER (TECHNOLOGY SYSTEM) AT NO COST TO THE CITY OF JACKSON FOR NO MORE THAN 45 DAYS.**

**WHEREAS**, the City of Jackson has been awarded a pilot program for the period of 45 days; and

**WHEREAS**, PILEUM Corporation and the FUSUS Corporation Program requires no matching funds; and

**WHEREAS**, the pilot program will assist the Jackson Police Department in their efforts to equip the Real Time Command Center for the City of Jackson with the best system for the needs of the communities we sever; and

**IT IS, HEREBY, ORDERED** that the Mayor's is authorized to accept this pilot program for the Jackson Police Department and its Real Time Command Center and that the Mayor is further authorized to accept said pilot program and enter into an Agreement between the City of Jackson, Mississippi; and FUSUS corporation.

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said pilot program.

**APPROVED FOR AGENDA:**

By: **DAVIS, LUMUMBA.**

Agenda Item #43  
Agenda Date: October 27, 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:** October 20, 2020

**Subject:** Order Authorizing a Pilot Program with FUSUS and the City of Jackson

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The City of Jackson Police Department would like to enter in to a Pilot Program with FUSUS and PILEUM Corporation's for a period of no more than 45 days at no cost and no obligation to the City of Jackson. This Pilot Program will assist the Jackson Police Department and the Real Time Command Center with the best system for the needs of the communities we sever.

Should you have any questions or concerns, please do not hesitate to contact me.

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

**October 20, 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's to enter into a Pilot Program with FUSUS Real Time Crime Center (Technology System) at No Cost or Obligation to the City of Jackson for no more than 45 days.								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.								
5.	<b>Schedule (beginning date)</b>	As per grant guidelines								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS  CITY WIDE								
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department								
8.	<b>COST</b>	No Matching Funds Required								
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	___

**FUSUS Real Time Crime Center No-Cost or Obligation Trial Offer**

*For:*  
**City of Jackson, MS Police Department**  
*On*  
**October 19, 2020**

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- 2. Fūsus Technical Requirements ..... 4
- 3. Terms and Conditions ..... 4

FUSUS Terms of Service..... 6

## Pilot System Statement of Work and Agreement

James E. Davis  
Chief of Police  
Jackson Police Department  
327 East Pascagoula Street  
Jackson, Mississippi 30233

Dear Chief Davis,

Pileum Corporation is honored that the Jackson Police Department is considering our organization to support its community safety initiatives by providing the Fusus platform to view both public and privately-owned video and data resources for critical incident management and investigations.

FususONE will provide the Jackson Police Department with a Real Time Crime video, dispatch, and IoT fusion platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to the Department website portal for video camera registry which allows officers a tool for identifying the location of cameras in proximity to incidents, as well as an electronic means for the collection of digital media from witnesses.

Upon execution of this agreement, a no-cost/no obligation trial will initiate and run through 11/30/2020. The pilot will include (1) integration of the City's 911 Dispatch Software (does not require involvement from the 911 Software vendor), (2) video from up to five City-managed locations, (3) video from up to five private sector locations, (4) implementation of floorplans for all provided locations, (5) construction of the City's video registry site for internal testing prior to a public-facing launch, (6) installation of at least one LPR Camera, and (7) all licenses and training necessary for use of the fususOPS mobile and fususONE real-time crime center by assigned users.



1. Statement of Work: The following capabilities will be delivered to the Jackson Police Department as part of this evaluation.

Fūsus will:

- a. **fūsusONE**: Setup and implement Jackson Police Department users, provide access to, and training on the fūsusONE enterprise data fusion and map-based situational awareness platform throughout the City
- b. **fūsusCORE**: Provision at the discretion of Fūsus network engineers, and on behalf of the Jackson Police Department, fūsusCORE(s) for live video sharing through fūsusONE.
- c. **fūsusREGISTRY**: Fūsus will create a custom website portal for the Department where empowered users can easily identify the location of privately-owned surveillance cameras along with the owner's contact information and share recorded video with Department investigators to assist in investigations.
- d. **fūsusVAULT**: The Department's fūsusONE subscription includes the investigator portal, fūsusVAULT, for secure request and receipt by investigators of fūsusREGISTRY user-owned videos, along with fūsusTIPS MMS-based (phone text) videos and photos, to assist with secure data collection in support of its investigations.
- e. **fūsusOPS**: The Department will have the ability to deploy the fūsusOPS smart-phone app for live video sharing from the field, viewing of video and to setup and transmit the location of teams for special events and critical incident management.

2. Fūsus Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location prior to CORE delivery
- b. The Department will designate a primary POC for the deployment of fūsusONE CAD Implementation and integration with existing cameras.
- c. CORE deployed locations will be required to provide a minimum network speed of .5mb/s per viewed camera for live video sharing through the system.

3. Terms and Conditions:

Terms and conditions are included in this Pilot Offer, the Department or City may terminate the Pilot at any time, for any reason. Deployed COREs will be returned to the following address: 5550 Triangle Parkway, Suite 385, Peachtree Corners, GA 30092

We are privileged for the opportunity to work with you on this project. We look forward to working with the Jackson Police Department to make this project a resounding success!

Respectfully,



Jill Beneke, President and Chief Executive Officer  
Pileum Corporation  
[jillbeneke@pileum.com](mailto:jillbeneke@pileum.com)  
601.832.7082 mobile

Approved (Signature):

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By (Print Name/Title):

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## FUSUS Terms of Service

### Fusus Terms of Service

Terms and Conditions Governing a Subscriber's Use of the Fusus Software, and all Fusus Solutions and Services Provided via the Software, including but not limited to the FususONE, FususREGISTRY, FususOPS, FususALERT, FususCORE, and FususVault product offerings

#### Introduction

##### a Subscribers to the Terms

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fusus LLC ("Fusus") and you, a user of the Fusus Software ("Software") and/or a Subscriber to the FususONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms govern Your use of the Fusus Software, the Solution, and all other solutions, services and networks owned or controlled by Fusus (all of which are included in the definition of "Content" provided in Section 1 below) which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledged Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

##### (1) Individual Subscribers

If You are an individual, You hereby represent and warrant to Fusus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

##### (2) Entity Subscribers

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Fusus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

##### b Updates to the Terms

When using the Software, the Solution, and/or any others solutions and/or services provided by Fusus via the Software, You will be subject to any updates and revisions to these Terms. Fusus reserves the right, at Fusus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in

Update: 09182020

writing by Fúsus, all Updates shall be effective immediately upon posting on the Software, and your continued use of the Fúsus Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that you are current and up to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fúsus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time ("Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms shall control.

## 1 CONTENT

### A Content Defined

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fúsus's other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fúsus and those owned by third parties and licensed to Fúsus for use on the Software (collectively, "Trademarks") and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fúsus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fúsus through the Software is defined and referred to collectively in these Terms as "Content."

### B Ownership

The Software (including any past, present, and future versions) and the Content are owned by Fúsus or controlled by Fúsus through licenses granted to Fúsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fúsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fúsus's copyright ownership of the Content, Fúsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. "Intellectual Property Rights," as used in these Terms, means any and all rights belonging to Fúsus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fúsus, Fúsus retains all its respective titles, interests, and ownership in the Software and the Content and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

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### C Limited License Granted to You

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fúsus grants You a limited, non-exclusive, revocable, non-assignable, and non transferable license to use the Software and the Solution (the "Limited License"). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fúsus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fúsus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

## 2 SUBSCRIBER GENERATED CONTENT: CONTENT YOU SUBMIT

### A Your Ownership of Subscriber-Generated Content

Fúsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast or otherwise make available on or submit through the Software (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, "Subscriber-Generated Content"). Subject to the rights and license You grant to Fúsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fúsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content (hereinafter, "PII").

### B Fúsus's Enforcement Rights in Subscriber-Generated Content

You grant Fúsus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fúsus's cost and expense.

### C Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

## 3 REPORTING INTELLECTUAL PROPERTY INFRINGEMENT

### A DMCA Notice for Copyright Infringement

Updated 09/18/2020

Fûsus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes all of the following:

- (1) a subject line that says "DMCA Copyright Infringement Notice", and
- (2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works, and
- (3) a description of the location of the infringing material on the Software, and
- (4) Your full name, address, telephone number, and e-mail address, and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner, and
- (6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner), and
- (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "/s/" followed by Your full typed name, which will serve as Your electronic signature.

Fûsus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fûsus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Fûsus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below:

By Mail

Fûsus  
ATTN: DMCA Notice  
5550 Triangle Pkwy, Suite 385  
Peachtree Corners, GA 30092

By E-Mail

support@Fûsus.com

Updated 09182020

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fūsus's other rights, Fūsus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Fūsus.

#### B. DMCA Counter-Notification regarding Copyright Infringement

If access on the Software to a work that You submitted to Fūsus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (1) a subject line that says "DMCA Counter-Notification", and
- (2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled, and
- (3) a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification, and
- (4) Your full name, address, telephone number, e-mail address, and the username of Your Account, and
- (5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Georgia), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person, and
- (6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "///s///" followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

#### C. Reporting Infringement of Other Intellectual Property

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fūsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

- (1) a subject line that says "Intellectual Property Infringement Notice", and
- (2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual property if multiple works have been infringed, and

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- (3) a description of the location of the infringing material on the Software; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and
- (6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
- (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "///s///" followed by Your full typed name, which will serve as Your electronic signature

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fūsus with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

#### 4. YOUR ACCOUNT AT FŪSUS

##### A. Registration

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Policy.

##### B. Usernames and Passwords

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

- (1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fūsus may reject the use of any password, username, or email address for any reason in our sole discretion); and
- (2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and
- (3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity) and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and
- (4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password-protected portion of the Software using Your name, username, or password; and
- (5) You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and

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(6) You will not sell, transfer, or assign Your Account or any Account rights

Füsus shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations

#### C. Termination in the Event of Non-appropriation

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription after the 30 day notice period through the remainder of the term.

#### D. Software Access Charges

Füsus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Füsus further retains the right to change the terms and conditions for accessing the Software or portions of the Software, and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Füsus may elect to impose (e.g., geographic or demographic limitations). Füsus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability.

#### E. Your Use of an Internet Access Device and Third-Party Components

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Füsus has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Füsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

#### F. Wireless Features

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier.

Updated 09/18/2020

directly with questions regarding these issues. You understand and acknowledge that Fúsus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

#### G Customer Service

Fúsus will respond to consumer service requests and other similar inquiries if properly communicated to Fúsus.

### 5 YOUR GENERAL REPRESENTATIONS AND WARRANTIES

You represent and warrant the following in respect of this Agreement:

- A. You have the necessary authority to enter into this Agreement, and
- B. If You are an individual, You are over the age of eighteen, and
- C. You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fúsus Account,
- D. You have provided and will continue to provide true, accurate, current, and complete Account registration information, and
- E. You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently, and
- F. If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives, who access the Software and the Content through Your subscription to ensure their compliance with these Terms, and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision, and
- G. You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity.

### 6 GENERAL PROVISIONS

#### A Severability and Interpretation

If any provision of this Agreement is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement.

Updated 09/18/2020

which will remain in full force and effect

**B. Communications**

Whenever You communicate with Fúsus electronically, such as via e-mail, You consent to receive communications from Fúsus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fúsus is obligated to respond to inquiries that it receives.

**C. Assignment**

Fúsus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by You, and You may not delegate Your duties under these Terms, without the prior written consent of an officer of Fúsus.

**D. No Waiver**

Except as expressly set forth in this Agreement, no failure or delay by You or Fúsus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

**E. No Partnership or Joint Venture**

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fúsus.

**F. Complete Agreement**

This Agreement contains Your entire understanding with Fúsus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.

Updates 09182020



**ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2019 MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT PROGRAM APPLICATION (402), ADMINSTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$500,000.00.**

**WHEREAS**, the City of Jackson has been granted the opportunity to apply and receive for the fiscal year 2021 Mississippi Office of Highway Safety Grant and Implementation administered by the State of Mississippi Department of Public Safety; and

**WHEREAS**, the 2021 Mississippi Office of Highway Safety Grant and Implementation Program requires no matching funds; and

**WHEREAS**, the grant will assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrest in Occupant Protection, Seatbelts, DUI's, Child Restraint, and Click It or Ticket for Police Officer. The grant will also, provide the team with necessary support for the police department.

**IT IS, HEREBY, ORDERED** that the Mayor's is authorized to submit an application for the 2021 Mississippi Officer of Highway Safety and the Department of Public Safety Grant and Implementation.

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant if it is awarded.

**APPROVED FOR AGENDA:**

By: DAVIS, LUMUMBA

Agenda Item #44  
Agenda Date: October 27, 2020

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

**September 17, 2021  
DATE**

POINTS		COMMENTS																														
1.	Brief Description/Purpose	Order Authorizing The Mayor's submission and acceptance of the FY 2021 MOHS Mississippi Office of Highway Safety Grant application (402) administrated by the State of Mississippi Department of Public Safety, in the amount of \$500,000.00.																														
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.																														
5.	Schedule (beginning date)	As per grant guidelines																														
6.	Location: WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	ALL WARDS  CITY WIDE and Surrounding areas.																														
7.	Action implemented by: City Department <input checked="" type="checkbox"/>  Consultant <input type="checkbox"/>	Jackson Police Department																														
8.	COST	Grant Funds with no matching funds required.																														
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	State of Mississippi Department of Public Safety, MOHS																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	AABE	_____ %	WAIVER	yes ___	no ___	N/A	WBE	_____ %	WAIVER	yes ___	no ___	N/A	HBE	_____ %	WAIVER	yes ___	no ___	N/A	NABE	_____ %	WAIVER	yes ___	no ___	N/A
ABE	_____ %	WAIVER	yes ___	no ___	N/A																											
AABE	_____ %	WAIVER	yes ___	no ___	N/A																											
WBE	_____ %	WAIVER	yes ___	no ___	N/A																											
HBE	_____ %	WAIVER	yes ___	no ___	N/A																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A																											



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 THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2020 COMPETITIVE FUNDING OPPORTUNITY FOR THE PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM SECTION 5307 IN THE AMOUNT OF \$479,143.00 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney CA

10/29/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/29/20  
CA



Jackson Police Department



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

## MEMORANDUM

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

**From: James Davis, Chief of Police**

A handwritten signature in blue ink, appearing to read "JD".

**Date: September 17, 2020**

**Subject: FY 2021 State of Mississippi Department of Public Safety and Mississippi Office of Highway Safety Grant and Implementation Program**

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The City of Jackson Police Department has been granted the opportunity to apply and receive a grant from the FY 2021 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program. Funds through this award will be used to assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrest in Occupant Protection, Seatbelts, DUI's, Child Restraint, and Click It or Ticket for Police Officer.

Should you have any questions or concerns, please do not hesitate to contact me.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2019 MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT PROGRAM APPLICATION (402), ADMINSTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$500,000.00 is legally sufficient for placement in NOVUS Agenda.

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

James Anderson, *Deputy City Attorney* 

9/23/20  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
40  
10/27/20

**ORDERS AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO APPLY FOR THE FY 2019 PROJECT SAFE NEIGHBORHOOD THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING. ALSO, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE FY 2019 DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING IN THE AMOUNT OF \$25,000.00.**

**WHEREAS,** the City of Jackson has been granted the opportunity to apply for the Fiscal Year 2019 Department of Public Safety implementation grant which is administered by the State of Mississippi Department of Public Safety Planning, and

**WHEREAS,** grant funds will be used, by the City of Jackson, for the purpose of purchasing equipment, software and technology to enhance the high crime areas. This technology will target 5 neighborhoods to increase safety in the communities. the 2019 Department of Public Safety planning PSN Implementation Grant Program requires no matching funds; and

**WHEREAS,** the grant will assist the City of Jackson Police Department – with High Crime areas to equip police officers in the day to day patrol.

**IT IS, HEREBY, ORDERED** that the Mayor be authorized to submit and accept the award of the FY 2019 Department of Public Safety Planning grant in the amount of \$25,000.00.

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant.

**APPROVED FOR AGENDA:**

By: DAVIS, LUMUMBA.

Agenda Item #45  
Agenda Date: October 27, 2020

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE

October 5, 2020

	<b>P O I N T S</b>	<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	Order Authorizing The Mayor of the City of Jackson to apply for the FY 2019 Project Safe Neighborhood The Department of Public Safety, Division of Public Safety Planning. Also, authorizing the submission and acceptance of the FY2019 Department of Public Safety, Division of Public Safety Planning in the amount of \$25,000.00.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.
5.	<b>Schedule (beginning date)</b>	As per grant guidelines
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE and Surrounding areas.
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Jackson Police Department
8.	<b>COST</b>	Grant Funds with no matching funds required.
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"/>	State of Mississippi Department of Public Safety Planning
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 _____

Jackson Police Department



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

## MEMORANDUM

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

**From:** James Davis, Chief of Police *JD 10/5/2020*

**Date:** October 05, 2020

**Subject:** **FY 2019 Department of Public Safety Planning, (PSN)  
Administration and Implementation Grant Program**

---

The City of Jackson Police Department has been granted the opportunity to apply for the FY 2019 Department of Public Safety Planning (PSN) Program for the Jackson Police Department. The grant funds will be used for the purchase of equipment, software and technology to enhance the high crime areas. This technology will target 5 neighborhoods to increase safety in the communities.

Should you have any questions or concerns, please do not hesitate to contact me.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

OFFICE OF THE CITY ATTORNEY  
7/17/20

This **ORDERS AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO APPLY FOR THE FY 2019 PROJECT SAFE NEIGHBORHOOD THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING. ALSO, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE FY 2019 DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING IN THE AMOUNT OF \$25,000.00** is legally sufficient for placement in NOVUS Agenda.

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

  
James Anderson, *Deputy City Attorney*

10/7/20  
\_\_\_\_\_  
Date

## ***FY 2019 PSN APPLICATION CHECKLIST***

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed:

**Project Abstract**

**Subgrant Application summary Form (DPSP form A)**

**Statement of the Problem (DPSP A-2a)**

**Objectives and Projected Impact (DPSP Form A-2b)**

**Implementation Plan/Project time-line (DPSP Form A-2c)**

**Sustainability Plan (DPSP Form A-2d)**

**Budget Summary (DPSP Form 3)**

**Budget Narrative (DPSP Form 4)**

**Evaluation Plan (DPSP Form 5)**

**Non-Supplant Certification**

**Equal Employment Opportunity Plan Certification (DPSP Form 6)**

**Original and one copy of the application package**

**DHS/ICE Response Letter**

**Copy of SAM Registration ([sam.gov](http://sam.gov))**

All of the above award documents should be returned by: June 1, 2020

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***SUB-GRANT CONTACT PERSON***

---

***DATE***



**STATE OF MISSISSIPPI**  
**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE  
 ONLY  
 Grant No.

**SUBGRANT APPLICATION SUMMARY**

<b>1. Applicant (Name, Address, Zip, Phone, Email)</b> Mayor Chokwe A. Lumumba PO Box 17 Jackson, MS 3205 <a href="mailto:calumumba@jacksonms.gov">calumumba@jacksonms.gov</a> 601-960-1084	<b>2. Project Director (Name, Address, Zip, Phone)</b> Juan S. Gray 327 East Pascagoula St. Jackson, MS 3205 601-213-7450 <a href="mailto:juang@jacksonms.gov">juang@jacksonms.gov</a>	<b>3. Financial Officer (Name, Title, Address, Zip, Phone)</b> LaaWanda Horton Director of Finance Administration 200 South President St. Jackson, MS 39205 <a href="mailto:lhorton@city.jackson.ms.us">lhorton@city.jackson.ms.us</a> 601-960-1010
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<b>4. Project Title</b> FY 2019 Project Safe Neighborhood	<b>5. DUNS Number:</b> <u>199732731</u> <b>Tax ID. Number:</b> <u>646000503</u>
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<b>6. Type of Application</b> <input checked="" type="checkbox"/> Initial <input type="checkbox"/> 2 <sup>nd</sup> Yr. or <input type="checkbox"/> ___ Yr. Funding <input type="checkbox"/> Continuation of Grant No. _____	<b>7. Desired Project Duration</b> <u>12</u> Months <b>Start Date:</b> <u>8/1/20</u> <b>End Date:</b> <u>7/31/21</u>
--	--

**8. Brief Project Summary (required)**  
 The City of Jackson Police Department would like to purchase some equipment, software and technology to enhance the high crime areas. We have identified some areas in Jackson with high crime and to combat these areas we would like to place Cameras in 5 target neighborhoods to increase safety in the communities.

9. Budget Category	Requested	Approved by DPSP
a. Personnel		
b. Fringe Benefits		
c. Equipment	\$25,000	
d. Travel		
e. Operating Expense		
f. Contractual Services		
g. Miscellaneous		
<b>Total Project Budget</b>	<b>\$25,000</b>	

10. Source of Funds	Federal	%	St/Local Match	%	Total	%
Requested Budget	\$25,000	100		0	\$25,000	100

**11. Number of pages in this application** 12

*Chokwe A. Lumumba* 7/21/2020  
 Chief Administrative Officer (Signature and Date)

Chokwe A. Lumumba  
 Chief Administrative Officer (Type or Print)  
 Mayor  
 Title

*J. S. Gray* 7/21/20  
 Project Director (Signature and Date)

*LaaWanda Horton* 7/21/20  
 Financial Officer (Signature and Date)





**STATE OF MISSISSIPPI**  
**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE ONLY
Grant No.

**PROJECT PLAN AND SUPPORTING DATA**

**PART I. STATEMENT OF PROBLEM**

**A. Problem and Proposed Strategy**

The District's largest gang presence is focused in Jackson, Mississippi. The city of Jackson, both the largest city in Mississippi and the state capital, was comprised of 180,951 inhabitants in 2004, residing in 106.8mi. According to the 2000 census data, the city is 70.6% black and 27.8% white and 46.5% of the population is between the ages of 15 and 44 years old. Mississippi also ranks sixth highest in the nation for high school dropouts, has a per capita income of \$17,116, and 23.5% of the population lives below the poverty line.

Using Uniform Crime Reporting data for 2015, 2016, 2017, 2018 and 2019 (preliminary data January - June), we can evaluate Jackson's crime statistics over a reasonable period of time. The initial 2019 data has been doubled for this table in order to match a twelve-month comparison (number of murders from Jackson Comstat data).

<b>Year(s)</b>	<b>Violent Crimes</b>	<b>Crime Rate per 100,000</b>	<b>Murder/Rate per 100,000</b>	<b>Agg. Assault/Rate per 100,000</b>
<b>2015</b>	<b>1257</b>	<b>536.6</b>	<b>58/14.4</b>	<b>419/176.0</b>
<b>2016</b>	<b>1254</b>	<b>443.0</b>	<b>69/12.4</b>	<b>421/156.7</b>
<b>2017</b>	<b>1069</b>	<b>376.9</b>	<b>64/14.0</b>	<b>438/147.7</b>
<b>2018</b>	<b>1145</b>	<b>unk</b>	<b>84/unk</b>	<b>441/unk</b>
<b>2019</b>	<b>829</b>	<b>unk</b>	<b>82/unk</b>	<b>450/unk</b>

2018 and 2019 data suggest the number of murders, non-negligent manslaughter and aggravated assaults has mirrored crime-rate trending. In fact, the national murder rate per 100,000 inhabitants reached a high of .76 in 2019 while the aggravated assault rate went up to 478. Jackson was higher compared to the former while lower compared to the latter. In addition, both the robbery and forcible rape rates for Jackson exceeded the national rates for 2017. There were (4) carjackings in Jackson in 2018 and 2019. Street gangs are a significant part of the crime problem in Jackson. These gangs are actively involved in drug distribution, weapons and a wide range of violent activity. There are multiple African-American gangs in Jackson, with the largest gangs being the Black Gangster Disciples and the Vice Lords. The DEA has created a database with the names of over 250 confirmed, senior-level gang members in the Jackson area. This database also contains the names of over 1500 persons with some gang relationship in the Jackson area. There are certainly many gang members in the Jackson area who have not been identified in this database. The illegal activity of these Jackson-based gangs is not limited to the Jackson area. ATF has determined that Mississippi is one of the largest sources of firearms seized from street gangs in Chicago, Illinois. ATF believes that gang members are involved in moving guns from Mississippi to Chicago and other areas.

We have developed a six part plan for our District's anti-gang initiative: (1) prevention; (2) prosecution (3) technology, (4) improving communications between officers and residents, (5) increasing arrests for misdemeanors/major crimes and; (6) forming partnerships with social service agencies in the area.

Gangs can't function without members. The primary goal of our strategy will be to cut off the flow of young people to Jackson's street gangs. We plan to accomplish this goal by targeting those children who are identified as being the most

vulnerable to gang influence and the most likely to join a gang. As a beginning, we anticipate targeting up to 250 at-risk children (10 to 16 years old) for our initiative.

The prosecution element of our strategy will attempt to improve our knowledge of the gang structure in our community and allow us to target the "worst of the worst" gang members in Jackson. We also plan to have a better working relationship with the new incoming Hinds County District Attorney's Office to protect witnesses involved in gang related trials.

Our goal of improving communications between officers and residents has been achieved in several ways. JPD Chief Davis is a community police officer, we currently have a two police officers assigned exclusively to patrol precincts' 2 and 4 for Project Safe neighborhood. This will give the residents a consistent officer team in their neighborhoods that they can easily recognize. In addition to the officers regular patrol duties, they are also focused on developing relationships and opening channels of communication within the community. At the end of the week, the officers will submit a report to Chief Davis to document all public safety concerns brought to the attention by residents.

JPD will also, install cameras on/at each high crime area and in communities to give the Real Time Command Center (RTCC) eyes in the neighborhoods and the officers chances to make arrest for crimes quicker. The officers will become the "voice" for a group of citizens who may have felt overlooked in the past. Chief Davis over the past year has developed a new level of openness and trust with the residents, churches, community organizations and officers.

We believe that with the help of Project Safe Neighborhood residents will stop officers regularly to share information and report concerns. Our PSN officers will become trusted community policemen in neighborhoods that are previously suspicious of law enforcement. This new level of partnership among law enforcement, city leaders, communities and service organizations has created a stronger community vision to improve the project safe neighborhood areas.



**STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING**

DPS USE  
ONLY  
Grant No.

**PROJECT PLAN AND SUPPORTING DATA**

**PART II. OBJECTIVES AND PROJECTED IMPACT**

**Goals and Objectives**

1. Identify 250 children at risk of joining gangs and provide viable alternatives to gang membership.
2. Target the “worst of the worst” gang members in Jackson and prosecute them using the 3-person gun interdiction unit and existing federal law enforcement resources.
3. Eliminate witness intimidation in gang-related trials prosecuted by Hinds County District Attorney’s Office.
4. The use of Technology will give Jackson the extra eye’s it needs to fight crime.



**STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE  
ONLY  
Grant No.

**PROJECT PLAN AND SUPPORTING DATA**

**PART III. IMPLEMENTATION**

The anti-gang initiative intends to accomplish its prevention goal by targeting those children who are determined to be the most vulnerable to gang influence and the most likely to join gangs. As a beginning, we anticipate targeting up to 250 at-risk children (10 to 16 years old) for our initiative.

The initiative will work with organizations (for example, the Boys/Girls Club, YMCA, Hinds County Youth Court, the Mayor's office, Jackson Police Department, Jackson public schools and local churches) to develop programs for the children and to see that the children are participating in existing programs. We are working with the school superintendent to be more active in the schools and their activities. The Chief of Police is working with church as a portion of our initiative, to fund programs designed to discourage them from gang membership and to provide them with an alternative. We will also work with Jackson businesses to obtain mentors and supervise our student mentors. We have as the Jackson Police Foundation to find competitive grants to assist with funding opportunities and application to hire a person to supervise this process. This person will be instrumental to the success of our program and without funding for this person it will be difficult for the City of Jackson and our District to implement its strategy.

The other person we expect to hire will serve as the juvenile outreach coordinator. This person's primary job will be to identify children for the program and to provide mentoring to children who have been admitted into the program but who are identified as continuing to have problems. We intend to seek a juvenile outreach coordinator who will have substantial credibility with our targeted children. We expect that the coordinator will have prior gang membership and prior criminal history. We believe that hiring someone who has been a gang member, experienced the negative repercussions of gang membership, and who has now been rehabilitated will be a tremendous strength of this program.

The keys to this program, is to put people and eyes were all round the city. Eyes were officers can't be will drive the communities support and criminals out of the area. We would like to purchase 3- Cameras and housings with blue lights. We have budgeted \$25,000 in our competitive application to address the current funding needs for the City of Jackson. We believe that using technology will help officers in the fight against crime. This will create a positive path which will be an invaluable example for our at-risk children. We expect that our proactive approach to crime will encourage students to stay in school and to find a positive way to make a living.





**STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING**

**SUSTAINABILITY PLAN**

DPSP USE  
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Grant No.

**PART IV:**

Street gangs, like any other organization or enterprise, cannot function without members. Unfortunately, too many of today's children will become gang members in the future unless we can do something to prevent it. The primary goal of our strategy will be to cut off the flow of young people to Jackson's street gangs.

We plan to accomplish this goal by targeting those children who are determined to be the most vulnerable to gang influence and the most likely to join gangs. With the help of the Jackson Police foundation we will be able to sustain this program for years to come. Also, with the help of our federal and local partners the children of Jackson will have to opportunity to be children and get a quality education.







**STATE OF MISSISSIPPI**  
**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF PUBLIC SAFETY PLANNING**  
**BUDGET NARRATIVE**

<p>DPS USE ONLY</p> <p>Grant No.</p>
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**PART VI:**

<b>AS-SafeCity Enc- Active Solutions SafeCity Enclosure 3@\$7550 each</b>	<b>\$ 22,650</b>
<b>AS-Media Converter, Cable w/photo sensor and street lights</b>	<b><u>\$ 2,350</u></b>
<b>Total</b>	<b>\$25,000</b>





**STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING**

**DPSP Use  
Only**

**Grant No.**

**PART VII: EVALUATION PLAN**

The Jackson Police Department will begin evaluating the project in the third (3) month until the project ends. The evaluation of the project will be based on the project impact, the objectives and the goals of the program. The accomplishments will be documented month from each officer's statics report.

We expect to work with our community partners to develop a census of the children placed into the gang prevention program to assess their success in the program. This census would, among other things, provide information regarding the number of children in the program and their academic and behavioral performance in the program.

We will continue to build the database and the track arrests, citations, seizures, type of criminal activity and prosecutions related to gun crimes in the Jackson area.

We expect work with our law enforcement partners to develop a report of gang members identified by the gun interdiction team, including their gang affiliation and criminal activity, and prosecution results relating to the identified gang members.

We expect to work with State Agencies such as the Mississippi Department of Corrections (MDOC) and federal resources such as the Bureau of Prisons and the Federal Probation Officers to target and track the prevention message to convicted felons in the Jackson area. Relationships with these groups will allow us to maintain information related to recidivism of the targeted groups.



**STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING**

**NON-SUPLANT CERTIFICATION**

<b>DSPS Use Only</b>
<b>Grant No.</b>

**PART VIII:**

The Jackson Police Department (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

**Signature:**   
(Chief Executive Officer)

**Title:** Mayor

**Date:** July 21, 2020



**STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING**

<b>DPSP USE ONLY</b>
Grant No.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

**PART IX:**

A. The Jackson Police Department (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name Chokwe A. Lumumba

Address PO Box 17 Jackson MS 39205

Title Mayor

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The Jackson Police Department (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.



OFFICE OF THE ATTORNEY GENERAL  
JAY

**ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO UNTILIZE FUNDS FOR THE AWARD BOARD PROGRAM AT THE JACKSON POLICE DEPARTMENT**

**WHEREAS**, the Jackson Police Department General Order 300-13 established a departmental Award Policy for the Jackson Police Department on March 1, 2004, as revised December 19, 2019, and

**WHEREAS**, the Jackson Police Department established said policy to reward exemplary service by sworn and civilian employees, and

**WHEREAS**, the Jackson Police Department wishes to continue this policy of recognizing exemplary service by sworn and civilian employees within the department to maintain morale in the department, and

**WHEREAS**, awards may consist of certificates, medals, trophies, plaques, uniform citation bars, or a combination thereof, and

**WHEREAS**, Kyle Williams, Director of Opinion and Policy Division, Office of the Attorney General has issued an opinion that no direct conflict exists between public organization recognizing employees, and

**WHEREAS**, the Jackson Police Department will not exceed \$2,000 per year on items aforementioned for recognition, and

**WHEREAS**, the Jackson Police Department has funds within its budget to cover said expenditure.

**IT IS HEREBY ORDERED** that the Jackson Police Department is authorized to use funds not to exceed \$2,000 per year to acquire certificates, medals, trophies, plaques, and/or uniform citation bars to recognize sworn and civilian employees within the Jackson Police Department.

**IT IS, FURTHER ORDERED** that the said funds will be expended from GL account 001-442-24-6729 Sundry-Awards.

**APPROVED FOR AGENDA:**

Agenda Date 46  
Agenda Item # \_\_\_\_\_  
By: DAVIS, LUMUMBA

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

**October 19, 2020**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	FUNDING FOR THE AWARD BOARD PROGRAM AT THE JACKSON POLICE DEPARTMENT	
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'S EMPLOYEES (JPD), CITIZENS, BUSINESS AND VISITORS	
4.	<b>Benefits</b>	TO IMPROVE THE SAFETY AND WELL-BEING OF THE EMPLOYEES, CITIZENS, BUSINESSES, AND VISITORS OF JACKSON BY IMPROVING EMPLOYEE'S MORAL BY REWARDING THEIR DAILY SACRIFICES THROUGH EXTRAORDINARY SERVICE. ALSO, TO PROMOTE RECRUITMENT, RETENTION, AND COMMITMENT.	
5.	<b>Schedule (beginning date)</b>	IMMEDIATELY	
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	ALL WARDS CITY WIDE INDEFINITELY	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> ▪ <b>Consultant</b>	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	<b>COST</b>	\$2,000.00	
9.	<b>Source of Funding</b> ▪ <b>General Fund x</b> ▪ <b>Grant</b> ▪ <b>Bond</b> ▪ <b>Other</b>	General Fund 001.442.24.6729	
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A _____ AABE _____%      WAIVER    yes ___ no ___      N/A _____ WBE _____%      WAIVER    yes ___ no ___      N/A _____ HBE _____%      WAIVER    yes ___ no ___      N/A _____ NABE _____%      WAIVER    yes ___ no ___      N/A _____	

## MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor  
**From:** James E. Davis, Chief of Police  
**Date:** Wednesday, October 14, 2020  
**Subject:** Awards Board Funding



---

The Jackson Police Department has always honored employees for their remarkable service. Therefore, I am requesting that the City of Jackson, Mississippi City Council approve a Sundry line item. The Awards Program will recognize JPD employees that go beyond the call of duty to reflect the City and department in a positive light.

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

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO UTILIZE FUNDS FOR THE AWARD BOARD PROGRAM AT THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.

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

James Anderson, Deputy City Attorney 

  
\_\_\_\_\_  
Date



OFFICE OF THE ATTORNEY GENERAL  
JAW

**ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO UNTILIZE FUNDS FOR THE AWARD BOARD PROGRAM AT THE JACKSON POLICE DEPARTMENT**

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**IT IS, FURTHER ORDERED** that the said funds will be expended from GL account 001-442-24-6729 Sundry-Awards.

**APPROVED FOR AGENDA:**

Agenda Date 47  
Agenda Item # \_\_\_\_\_  
By: DAVIS, LUMUMBA

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

**October 19, 2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description/Purpose</b>	FUNDING FOR THE AWARD BOARD PROGRAM AT THE JACKSON POLICE DEPARTMENT					
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'S EMPLOYEES (JPD), CITIZENS, BUSINESS AND VISITORS					
4.	<b>Benefits</b>	TO IMPROVE THE SAFETY AND WELL-BEING OF THE EMPLOYEES, CITIZENS, BUSINESSES, AND VISITORS OF JACKSON BY IMPROVING EMPLOYEE'S MORAL BY REWARDING THEIR DAILY SACRIFICES THROUGH EXTRAORDINARY SERVICE. ALSO, TO PROMOTE RECRUITMENT, RETENTION, AND COMMITMENT.					
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  INDEFINITELY					
7.	<b>Action implemented by:</b> ■ City Department ■ Consultant	JACKSON POLICE DEPARTMENT  CITY LEGAL					
8.	<b>COST</b>	\$2,000.00					
9.	<b>Source of Funding</b> ■ General Fund x ■ Grant ■ Bond ■ Other	General Fund 001.442.24.6729					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

## MEMORANDUM

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

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



**Date:** Wednesday, October 14, 2020

**Subject:** Awards Board Funding

---

The Jackson Police Department has always honored employees for their remarkable service. Therefore, I am requesting that the City of Jackson, Mississippi City Council approve a Sundry line item. The Awards Program will recognize JPD employees that go beyond the call of duty to reflect the City and department in a positive light.

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

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO UTILIZE FUNDS FOR THE AWARD BOARD PROGRAM AT THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.

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

James Anderson, Deputy City Attorney 

  
\_\_\_\_\_  
Date

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/27/2020**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2020 COMPETITIVE FUNDING OPPORTUNITY FOR THE PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM SECTION 5307 IN THE AMOUNT OF \$479,143.00</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	All residents and visitors of the City of Jackson.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transportation Planning Division
8.	<b>COST</b>	\$479,143.00
9.	<b>Source of Funding</b> General Fund Grant X Bond Other	5307 FY 2020 Competitive Funding Opportunity: Public Transportation COVID-19 Demonstration Grant Program with the Opportunity Number of FTA-2020-015-TRI  100%: \$479,143.00
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

# MEMORANDUM

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

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

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

**DATE:** October 20, 2020

**RE:** Agenda Item for October 27, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$479,143.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section 5307 FY 2020 Competitive Funding Opportunity: Public Transportation COVID-19 Demonstration Grant Program with the Opportunity Number of FTA-2020-015-TRI. This grant will help to address the challenges that we are facing as a result of COVID-19. The competitive funding grant application will be for \$479,143.00 with no match requirements.

As the recipient of the funds, the City of Jackson agrees that said funds will be used for purchasing temperature scanning kiosks, hand sanitizing stations for Union Station, electrostatic disinfectant sprayer, and third-party contractor for COVID-19 cleaning.

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

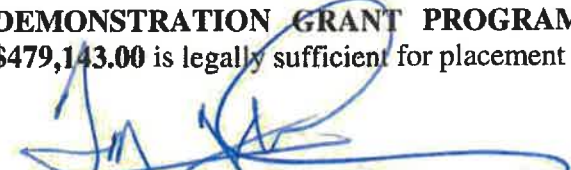

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2020 COMPETITIVE FUNDING OPPORTUNITY FOR THE PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM SECTION 5307 IN THE AMOUNT OF \$479,143.00 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, *City Attorney*  
Chandra Gayten, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE





**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2020 COMPETITIVE FUNDING OPPORTUNITY FOR THE PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM SECTION 5307 IN THE AMOUNT OF \$479,143.00**

**WHEREAS**, the U.S. Department of Transportation, Federal Transit Administration announced on October 5, 2020 the availability for these funds and opened the application process for Section 5307 FY 2020 Competitive Funding Opportunity: Public Transportation COVID-19 Demonstration Grant Program with the Opportunity Number of FTA-2020-015-TRI and;

**WHEREAS**, this is a competitive grant where an application must be submitted by November 2, 2020 to apply for these funds; and

**WHEREAS**, these funds will be used for purchasing temperature scanning kiosks, hand sanitizing stations for Union Station, electrostatic disinfectant sprayer, and third-party contractor for COVID-19 cleaning; and

**WHEREAS**, there is no match required of the City upon acceptance of these funds; and

**WHEREAS**, the Transit staff is recommending that the City apply for and accept said award for use in the City's public transportation system; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the applications and related documents and execute the agreement with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$479,143.00 from Section 5307 FY 2020 Competitive Funding Opportunity: Public Transportation COVID-19 Demonstration Grant Program with the Opportunity Number of FTA-2020-015-TRI to aid in the financing of the City's public transportation system during this pandemic.

Item# 48  
Agenda Date: October 27, 2020  
By: (Welch, Hillman, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/27/2020**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2020 COMPETITIVE FUNDING OPPORTUNITY FOR THE PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM SECTION 5307 IN THE AMOUNT OF \$479,143.00</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>	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	All residents and visitors of the City of Jackson.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transportation Planning Division
8.	<b>COST</b>	\$479,143.00
9.	<b>Source of Funding</b> <b>General Fund</b> <b>Grant X</b> <b>Bond</b> <b>Other</b>	5307 FY 2020 Competitive Funding Opportunity: Public Transportation COVID-19 Demonstration Grant Program with the Opportunity Number of FTA-2020-015-TRI  100%: \$479,143.00
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> _HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

# MEMORANDUM

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

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

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

**DATE:** October 20, 2020

**RE:** Agenda Item for October 27, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$479,143.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section 5307 FY 2020 Competitive Funding Opportunity: Public Transportation COVID-19 Demonstration Grant Program with the Opportunity Number of FTA-2020-015-TRI. This grant will help to address the challenges that we are facing as a result of COVID-19. The competitive funding grant application will be for \$479,143.00 with no match requirements.

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

Office of the City Attorney

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Post Office Box 2779  
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## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2020 COMPETITIVE FUNDING OPPORTUNITY FOR THE PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM SECTION 5307 IN THE AMOUNT OF \$479,143.00 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
10/29/20  
CK

OFFICE OF THE CITY ATTORNEY  
10-29-2020

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)**

**WHEREAS**, on June 2, 2020, the City of Jackson received three sealed bids for the Belhaven Creek Drainage Improvement Project, City Project No.15B5014.701, and

**WHEREAS**, the bid received from Copeland & Johns, Inc., in the amount of \$2,571,795.00, was the lowest and best bid received and met specifications; and

**WHEREAS**, the President of Copeland & Johns, Inc., notified the City of Jackson by certified letter that the company was withdrawing their bid due the 90-day period for awarding the project having expired on September 2, 2020; and

**WHEREAS**, the City of Jackson rescinded the award to Copeland & Johns, Inc., approved on September 15, 2020 during the October 13, 2020 council meeting; and

**WHEREAS**, the Department of Public Works engaged conversations with Hemphill Construction Company, Inc. the second lowest bidder to see if they would consider accepting the award based on their bid of \$2,922,545.00; and

**WHEREAS**, Hemphill Construction Company, Inc., sent a letter stating acceptance of the award in the amount of \$2,922,545.00; and

**WHEREAS**, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc., in an amount of not to exceed \$2,922,545.00 as the best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Hemphill Construction Company, Inc., in the amount of \$2,922,545.00, 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.


Agenda Item #49  
Agenda Date: October 27, 2020

**ITEM #** \_\_\_\_\_

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


**BY:** **WILLIAMS, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**October 19, 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 BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents who live within the Belhaven Community																																													
4.	<b>Benefits</b>	Drainage Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 7																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	\$2,922,545.00																																													
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"/>	The 1% sales tax approved the funding at their October 14 <sup>th</sup> commission meeting. The funding will be out of Fund 173.  173-45135-6485 																																													
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: October 19, 2020

**Agenda Item:**

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)**

<b>Purpose:</b>	Drainage Improvements
<b>Cost:</b>	\$2,922,545.00
<b>Project/Contract Type:</b>	Construction
<b>Funding Source:</b>	1% Sales Tax
<b>Schedule/Time:</b>	January 2020
<b>DPW Manager:</b>	Charles Williams Jr., PE, PhD

**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 Belhaven Creek Drainage Improvement Project. The purpose of this project is to reduce flooding by widening the channel to improve capacity and flow. The Department of Public Works recommends approval of this project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2529  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY  
10/24/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR THE DEVELOPMENT OF A 2021 WATER SYSTEM SRF FACILITY PLAN (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

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

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





P.O. Drawer 879  
Florence, MS 39073-0879

Phone: 601-932-2060  
Fax: 601-932-2660

Municipal & Public Works Construction

Heavy & Highway Construction

October 15, 2020

City of Jackson, MS  
200 South President St., Suite 523  
Jackson, MS 39201

Attn: Charles William Jr., PE, PhD

RE: City of Jackson – Belhaven Creek Drainage Improvements  
City Project Number 15B5014-701

Dear Mr. Williams,

Hemphill Construction Company, Inc. will accept the award in the amount of \$2,922,545.00 for the above referenced project as bid on June 2, 2020. Hemphill Construction Company, Inc. agrees to honor the bid prices in order for the Owner to review and make necessary decisions with all parties to pursue award of this project.

If you have any questions regarding this extension, please feel free to call me.

Thanks,

A handwritten signature in black ink that reads "Richard A. Rula".

Richard A. Rula  
President

*The difficult we do immediately, the impossible takes a little longer!*

**ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER  
ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR  
THE BELHAVEN CREEK DRAINAGE IMPROVEMENT  
CITY PROJECT NUMBER 15B5014.701 (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
9-15-20

**WHEREAS**, on September 15, 2020 the City Council awarded the contract for the Belhaven Creek Drainage Improvements Project to Copeland & Johns, Inc. in an amount not to exceed \$2,571,795.00, and

**WHEREAS**, the Department of Public Works and Southern Consultants, Inc. was notified by Thomas Cronin, Executive Vice President for Copeland & Johns, Inc., that Copeland & Johns, Inc. intended to honor their bid past September 2, 2020; and

**WHEREAS**, the Department of Public Works and Southern Consultants, Inc. has learned that Thomas Cronin has left Copeland & Johns, Inc. and the current management at Copeland and Johns, Inc. has no interest in constructing the project; and

**WHEREAS**, the President of Copeland & Johns, Inc., Dupree Petty sent a certified letter on September 17, 2020 withdrawing their bid due to the 90-day period for awarding the project having expired on September 2, 2020.

**IT IS, THEREFORE, ORDERED** that the September 15, 2020 Order Accepting the Bid of Copeland & Johns, Inc. for the Belhaven Creek Drainage Improvement Project Number 15B5014.701 is rescinded.

**ITEM #** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**BY:** **WILLIAMS, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**October 2, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	<b>ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND &amp; JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)</b>	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7	
3.	<b>Who will be affected</b>	Residents who live within the Belhaven Community	
4.	<b>Benefits</b>	Drainage Infrastructure	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 7	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	<b>COST</b>	No Cost	
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" 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 ___	

## **Council Agenda Item Memorandum**

**To:** Mayor, Chokwe Antar Lumumba  
**From:** Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer  
**Date:** October 2, 2020

**Agenda Item:**

**ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)**

<b>Purpose:</b>	Drainage Improvements
<b>Cost:</b>	No Cost
<b>Project/Contract Type:</b>	Construction
<b>Funding Source:</b>	N/A
<b>Schedule/Time:</b>	N/A
<b>DPW Manager:</b>	Charles Williams Jr., PE, PhD

**Background:**

Attached, you will find an item for the City Council Agenda requesting the City Council rescind a contract to Copeland & Johns, Inc. for the Belhaven Creek Drainage Improvement Project in amount not to exceed \$2,571,795.00. The purpose of is this project was to reduce flooding by widening the channel to improve capacity and flow. The Department of Public Works recommends approval of this project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1709  
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY  
10/15/2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



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

10/15/20

DATE

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**October 2, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER RESCINDING THE CONTRACT AWARDED TO COPELAND &amp; JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)</b>																																													
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10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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## **Council Agenda Item Memorandum**

**To:** Mayor, Chokwe Antar Lumumba  
**From:** Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer  
**Date:** October 2, 2020

**Agenda Item:**

**ORDER RESCINDING THE CONTRACT AWARDING TO COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)**

<b>Purpose:</b>	Drainage Improvements
<b>Cost:</b>	No Cost
<b>Project/Contract Type:</b>	Construction
<b>Funding Source:</b>	N/A
<b>Schedule/Time:</b>	N/A
<b>DPW Manager:</b>	Charles Williams Jr., PE, PhD

**Background:**

Attached, you will find an item for the City Council Agenda requesting the City Council rescind a contract to Copeland & Johns, Inc. for the Belhaven Creek Drainage Improvement Project in amount not to exceed \$2,571,795.00. The purpose of is this project was to reduce flooding by widening the channel to improve capacity and flow. The Department of Public Works approves rescinding the award. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.



**COPELAND & JOHNS, INC.**

**GENERAL CONTRACTOR**

**DESIGN-BUILD • MANAGEMENT • CIVIL**

September 17, 2020

The City Clerk  
City Hall  
219 South President Street  
Jackson, Mississippi 39205

*Sent via Certified Mail USPS*

Re: Belhaven Creek Drainage Improvements  
City Project No. 15B5014-701  
Copeland & Johns, Inc. Withdrawal of, June 2, 2020 Bid  
CR# 04406-MC

Gentlemen:

Copeland & Johns, Inc. submitted a proposal to the City of Jackson in accordance with the Contract Documents and Bid Specifications for the Belhaven Creek Drainage Improvements, City Project Number 15B5014-701 on the advertised Bid Date of June 2, 2020. In accordance with the Advertisement for Bids, The City of Jackson allowed 90-days for award of the project before a bidder may withdraw his bid; that period has expired.

Please accept this letter as formal notice that Copeland & Johns, Inc. respectfully withdraws its bid and proposal in its entirety and will not accept any pending award of the City Project Number 15B5014-701.

Sincerely:

**Copeland & Johns, Inc.**

Dupree Petty  
President

cc: Richard B. Copeland - CJI  
Luke Robinson - CJI  
Bid File



OFFICE OF THE CITY ATTORNEY  
7/1/2020 7:27:50 PM

**ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)**

**WHEREAS**, on June 2, 2020, the City of Jackson received three sealed bids for the Belhaven Creek Drainage Improvement Project, City Project No.15B5014.701, and

**WHEREAS**, the bid received from Copeland & Johns, Inc., in the amount of \$2,571,795.00, 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 Copeland & Johns, Inc. as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Copeland & Johns, Inc., in the amount of \$2,571,795.00, 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, LUMUMBA**

**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 COPELAND &amp; JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	<b>Who will be affected</b>	Residents who live within the Belhaven Community
4.	<b>Benefits</b>	Drainage Infrastructure
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	Ward 7
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> at  ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	<b>COST</b>	\$2,571,795.00
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	The Belhaven Creek Drainage Improvements will be funded from the 35 million infrastructure improvement bond. Once the bond funds are transferred in the City's designated account. The existing construction account number will be validated, and bond funds will be transferred into that account for expenses
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A _____ AABE _____%      WAIVER    yes ___ no ___      N/A _____ WBE _____%      WAIVER    yes ___ no ___      N/A _____ HBE _____%      WAIVER    yes ___ no ___      N/A _____ NABE _____%      WAIVER    yes ___ no ___      N/A _____

**Council Agenda Item Memorandum**

To: Mayor, Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer 

Date: July 21, 2020

**Agenda Item:**

**ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)**

<b>Purpose:</b>	Drainage Improvements
<b>Cost:</b>	\$2,571,795.00
<b>Project/Contract Type:</b>	Construction
<b>Funding Source:</b>	35 Million Bond Proceeds
<b>Schedule/Time:</b>	August 2020
<b>DPW Manager:</b>	Charles Williams Jr., PE, PhD

**Background:**

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a contract with Copeland & Johns, Inc., for the Belhaven Creek Drainage Improvement Project. The purpose of is this project is to reduce flooding by widening the channel to improve capacity and flow. The Department of Public Works recommends approval of this project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney



455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39201-2779  
Telephone: (601) 960-1749  
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY  
7/27/20

## OFFICE OF THE CITY ATTORNEY

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This ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7) is legally sufficient for placement in NOVUS Agenda.

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

7/27/20  
\_\_\_\_\_  
DATE



# EBO Determination

## *Belhaven Creek Drainage Improvement Bid No. 15B5014-701*

Bidder: Hemphill Construction  
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>4.96 %</i>
<i>AABE</i>	<i>13.17 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>*0.03 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: ERS  
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>*1.70 %</i>
<i>AABE</i>	<i>15.30 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>*0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: Copeland & Johns  
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>5.40 %</i>
<i>AABE</i>	<i>13.54 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>*0.067 %</i>
<i>ABE</i>	<i>0.00 %</i>

\*Waiver request

OFFICE OF THE CITY ATTORNEY  
10-27-2020

**ORDER AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR THE DEVELOPMENT OF A 2021 WATER SYSTEM SRF FACILITY PLAN (CITYWIDE)**

**WHEREAS**, the City of Jackson plans to apply for a State Revolving Loan in 2021 to aid with equipment repairs at OB Curtis WTP, JH Fewell WTP, and water distribution improvements within the City of Jackson Corporate Limits; and

**WHEREAS**, the City of Jackson Public Works has requested Cornerstone Engineering, LLC to assist the with the development of the 2021 Water System SRF Facility Plan to be submitted to MSDH for approval; and

**WHEREAS**, Cornerstone Engineering, LLC has submitted a proposal for their services in an amount not to exceed \$55,000.00; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson enter into a professional engineering services agreement with Cornerstone Engineering, LLC in an amount not to exceed \$55,000.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a professional engineering services agreement with Cornerstone Engineering, LLC in amount not to exceed \$55,000.00, for the development of a 2021 water system SRF facility plan.

Agenda Item #50  
Agenda Date: October 27, 2020

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

AGENDA DATE: \_\_\_\_\_

BY: WILLIAMS, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**September 3, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR THE DEVELOPMENT OF A 2021 WATER SYSTEM SRF FACILITY PLAN (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>	City of Jackson residents citywide.			
4.	<b>Benefits</b>	Water Infrastructure			
5.	<b>Schedule (beginning date)</b>	September 2020			
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.			
8.	<b>COST</b>	\$55,000.00			
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	372 52290-6826			
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, Mayor

**From:** Charles Williams Jr., PE, PhD, Interim Director  
Public Works Department

**Date:** September 3, 2020



Attached you will find an agenda item to ratify a professional engineering services agreement with Cornerstone Engineering, LLC for the development of a 2021 water system facilities plan.

**Background:**

Attached you will find an item for the City Council Agenda requesting authority enter into a professional engineering service agreement with Cornerstone Engineering, LLC. for the 2021 water system facilities plan.

It is the recommendation of this office that the contract with Cornerstone Engineering, LLC 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

OFFICE OF THE CITY ATTORNEY  
782  
10-20-2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

10/28/20  
DATE



City of Jackson  
Attn: Charles Williams, P.E., PhD  
200 South President Street  
P.O. Box 17  
Jackson, MS 39205

September 1, 2020

**RE: 2021 Water System SRF Facility Plan Update Project—  
OWNER-ENGINEER AGREEMENT**

**Dr. Williams:**

Enclosed is our professional services agreement for the above referenced project. This agreement includes certain contractual language required by the Mississippi State Department of Health (MSDH) State Revolving Loan Fund (SRF) program. The project will consist of providing engineering services for the City of Jackson's SRF Facility Plan Updates and Loan Application Development as requested by the City. The professional engineering planning services for the agreement is anticipated to be reimbursed through the pending SRF Loan # DWI-L250008-03.

If you need any more information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mauricka McKenzie, Sr.', is written over the typed name.

Mauricka McKenzie, Sr., P.E.

Enclosures: Contract and EBO

Cc: file

**AGREEMENT FOR ENGINEERING SERVICES**  
**BY AND BETWEEN**  
**THE CITY OF JACKSON, MISSISSIPPI**  
**AND**  
**CORNERSTONE ENGINEERING, LLC**  
**FOR**  
**2021 WATER SYSTEM SRF FACILITY PLAN**  
**UPDATE PROJECT**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF JACKSON, MISSISSIPPI**, a Mississippi municipal corporation (hereinafter called the "OWNER"), and **CORNERSTONE ENGINEERING, LLC** having its principal place of business at 710 E. Northside Drive, Suite A, Clinton, MS 39056 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for the planning 2021 Water System SRF Facility Plan Update Project; and

WHEREAS, the Owner intends to update the current City of Jackson Water System Facility Plan that was developed in 2016 in order to comply with Mississippi State Department of Health (MSDH) requirements for submitting a new SRF loan application. The SRF funds would allow the city to make important improvements to the water treatment plants and the water distribution system as it relates to operating and maintaining the City of Jackson water system, and to mitigate risks and safety hazards at the WTPs as well as improvements and repairs to the water delivery system, which is described in more detail in Exhibit A, Project Description, and hereinafter called the "Project;" and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated; and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 - FACILITIES TO BE PLANNED**

- A. The work to be performed under this Agreement consists of providing professional engineering services for the SRF Facility Plan updates and Loan Application Development as requested by the Owner.

The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Page A-1).

- (2) Exhibit B: "Scope of Engineering Services" (Page B-1)
- (3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
- (4) Exhibit D: "Schedule of Work" (Page D-1).

## **SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES**

- A. The ENGINEER shall provide professional engineering planning services for the planning 2021 Water System SRF Loan Facility Plan Update Project. It is anticipated that the City of Jackson will be reimbursed for such services through the SRF Loan #DWI-L250008-03.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the planning phase services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

## **SECTION 3 - ADDITIONAL SERVICES BY ENGINEER**

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

## **SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER**

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

- A. Provide criteria and information as to the OWNER's planning and design requirements for the work to be performed under this Agreement. The OWNER shall provide to the ENGINEER audited financial records from the past three years, water and sewer enterprise fund budget records and associated financial data for the past three years, past project status and updates, design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of water loss records, water pumped records, water sales and water consumption data for the past three years which the OWNER will require to be included in the planning effort.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Engineering Design Phase Services".

- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Acquire property for both permanent right-of-way and temporary construction easements based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

#### **SECTION 5 - TIME SCHEDULE**

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

#### **SECTION 6 - INSURANCE**

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense, carry liability insurance with maximum limits of \$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.

- B. ENGINEER shall comply, at its expense, with all applicable provisions of the workmen's compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. Engineer will, at its expense, also carry professional liability insurance.
- D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

#### **SECTION 7 - PAYMENT FOR SERVICES**

- A. **Methods of Payment for Services and Expenses of ENGINEER.** The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. **Notice to Proceed.** The Engineer and the Owner agree that the work covered by this project shall consist of four phases. Upon the completion of a phase, the Engineer shall provide the Owner written notice of the completion and shall await receipt of a written notice to proceed prior to commencing work on the next phase.
- C. **Termination.** This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

#### **SECTION 8 - PERSONNEL AND FACILITIES**

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

#### **SECTION 9 - AUTHORIZED REPRESENTATIVES**

Charles Williams, Jr., P.E., PhD is the authorized representative of the OWNER.

Mauricka McKenzie, Sr., P.E. is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project. The name and registration number of the professional engineer who will bear the primary responsibility for the planning and engineering work on this project is Mauricka McKenzie, Sr., P.E., MS Registration No. 16157.

#### **SECTION 10 - ACCOUNTING SYSTEMS**

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

The Mississippi State Department of Health (MSDH) and its representatives shall have access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of DWSIRLF funds. The Loan Recipient acknowledges and agrees that the Department is not a party, in any manner whatsoever, to any contract between the DWSIRLF loan recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s) or any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Loan Recipient also acknowledges and agrees that any benefit to vendors contracting with the Loan Recipient arising from, or associated with this contract is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between the Department and the Loan Recipient.

#### **SECTION 11 - CHANGES TO AGREEMENT**

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

#### **SECTION 12 - FEDERAL GRANTS**

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### **SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST**

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.



**SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION**

- A. ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:
- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
  - 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that ENGINEER fails in any of its obligations under Section A. of this section, OWNER may take one or more of the following actions to protect its interests:
- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section A of this section;
  - 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
  - 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible, enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

## **SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY (“EBO”) CLAUSE**

- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  3. Dissemination of the ENGINEER’s EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
  4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
  5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.

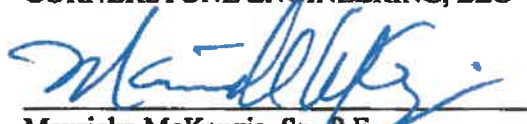
**SECTION 16 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF JACKSON, MISSISSIPPI

CORNERSTONE ENGINEERING, LLC

\_\_\_\_\_  
Chokwe Antar Lumumba, Esq.  
Mayor

  
\_\_\_\_\_  
Mauricka McKenzie, Sr., P.E.  
President and Principal Engineer

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Office Manager

**EXHIBIT A**  
**THE CITY OF JACKSON, MISSISSIPPI**

**WATER SYSTEM 2021 SRF FACILITY PLAN  
UPDATE PROJECT**

**SCOPE OF WORK**

The work included in the scope of this Agreement consists of providing professional engineering planning services for the 2021 Water System SRF Loan Facility Plan Updates and Loan Application Development. The professional services to be provided are more specifically described as follows:

Updates will be provided to following items as listed in the MSDH DWSIRLF Loan Program Facilities Plan Checklist: (1) existing situation description, (2) future environment description, (3) development of water demand, (4) alternatives to meeting water demand, and (5) EPA form 4700. A copy of the MSDH Facility Plan Checklist Guidance is provided for reference as an attachment to the Exhibit A.

We will also attend all applicable meetings and public hearings concerning the project and will record minutes and provide documentation of meetings. Further, we will develop and send out intergovernmental review letters, and perform financial analysis. Additionally, report maps and a financial capability summary will be developed. Lastly, we will provide the City with loan application development as well as quality control throughout the project.

The Scope of Engineering Services is enumerated in Exhibit B.

**DWSIRLF Loan Program  
Facilities Plan Checklist**

Loan Recipient: \_\_\_\_\_

Project Name/No.: \_\_\_\_\_

Plan Title/Date: \_\_\_\_\_

Plan Author: \_\_\_\_\_

Project Manager: \_\_\_\_\_

**Reviewed - Comments**

\_\_\_\_\_  
Project Manager - Date

\_\_\_\_\_  
Engineering Coordinator - Date

Date Environmental Document Issued: \_\_\_\_\_ Date Cleared: \_\_\_\_\_

**APPROVED**

\_\_\_\_\_  
Engineering Coordinator - Date

This guidance checklist has been prepared in accordance with DWSIRLF Regulation III.A for preparation and review of a Facilities Plan that will meet all DWSIRLF requirements. Be reminded that DWSIRLF Regulation III.A(2) stipulates that, should an applicant desire to omit or modify a portion of the facilities plan as required by this guidance, Department approval is required prior to completion and submission of the facilities plan. Where referenced in this text, "MSDH/BPWS Design Criteria" means the most recent version of "Recommended Minimum Design Criteria for Community Public Water Supplies" from the Mississippi State Department of Health, Bureau of Public Water Supply.

Is the plan stamped by a Professional Engineer registered in Mississippi? [Re: DWSIRLF Reg. III.A.(1)] \_\_\_\_\_

**I. Summary, Conclusions, and Recommendations (self explanatory)**

If the plan submittal is simply an update to an existing plan, are portions of the old plan which are still valid referenced specifically?	
Are other relevant portions updated appropriately?	

**II. Purpose and Need**

The plan must give a general description of the need for the project in terms of the existing or potential water supply and/or public health problems (DWSIRLF priority categories) listed below:

A. Compliance with National Primary Drinking Water Standards (NPDWS).	
B. Only one well and no MSDH approved emergency tie-in to another system.	
C. Minimum pressure maintenance.	
D. Source water protection.	
E. Expansion or new system for unserved areas.	
F. Insufficient back-up supply.	
G. Facilities rehabilitation/replacement.	
H. Compliance with National Secondary Drinking Water Standards.	
I. Consolidation.	

The plan must include the loan recipient's most recent MSDH Capacity Assessment Form and the Inspection Report, as well as documentation of actions taken to address all deficiencies therein. Examples of such documentation include approved meeting minutes, contracts/invoices, qualified tank inspector's reports, etc. The loan recipient should contact the PM prior to planning in order to coordinate this effort.

If applicable, documentation of participation in MSDH short-term and long-term assistance programs and/or the Drinking Water Needs Survey (DWNS) should also be included.

**III. Existing Situation**

Note that this section applies to the planning area in general. For specific information on the facility site, see Section VII.

**A. General Environment:** The plan should describe the planning area in terms of the characteristics described below, including maps as needed.

1. Planning area location and boundaries (This should be established and concurred with by the Department staff prior to initiation of the facilities plan).	
2. Groundwater/surface water resources.	
3. Organizational context (one city, association, district, county only, city-county, intercity, etc.).	

Where any portion of the project is located outside the applicant's existing	
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boundaries, does the plan document that the applicant, and no other entity, has appropriate jurisdiction?	_____
If not, does the plan describe actions necessary to obtain such jurisdiction (e.g., annexation, petition for facility certification to be filed with the Public Service Commission, etc.)?	_____
4. The zip codes included within service area boundaries.	_____
5. Current population of entire service area.	_____

**B. Existing Drinking Water Facilities:** The plan must describe existing facilities and conditions (as compared to MSDH Design Criteria) within the planning area including:

1. Size, location, and type of facilities (include map). \_\_\_\_\_
2. For source water protection projects, a copy of the Source Water Assessment Protection Report (SWAPR) prepared by MDEQ/ Office of Pollution Control (OPC)/ Groundwater Assessment and Remediation Division (GARD)/ Program Support Branch (PSB)/Technical Support Section (TSS) which identifies the contaminants of concern and the source water protection area. If a SWAPR needs revision or does not exist for the area, the plan must include sufficient documentation of potential sources of contamination. In all cases, concurrence of the MDEQ/OPC/GARD/PSB/ TSS must be obtained. \_\_\_\_\_
3. The number of individual connections (including residences, industries, businesses and public buildings) currently experiencing the deficiencies that will be corrected by the planned improvements. Information (including hydraulic analyses, where necessary, or field data such as number of residences in currently unserved areas) to support the number of reported affected connections must be furnished in the Facilities Plan. \_\_\_\_\_
4. Current flow demand on existing facilities compared to their original hydraulic design capacity. The effect of industries, businesses, and public buildings must be included using MSDH /BPWS Design Criteria. \_\_\_\_\_

If the system is currently loaded at or above 75% of design capacity (based on the latest MSDH calculations) and the project will not increase such capacity, a satisfactory explanation must be included. Failure to do so may result in the Board not considering the project for funding.

5. Current pressure maintained in distribution system (average and at low pressure points during peak demand), from measurements or calculations.  
For projects in the minimum pressure maintenance category, documentation of actual pressure problems must be included such as (1) time, date, location, and pressure reading data over a period of time; (2) names, locations, subject, and dates of complaints, or (3) other acceptable documentation. Hydraulic models may be considered, especially when submitted with other acceptable documentation. \_\_\_\_\_
6. Performance of treatment facilities in meeting NPDWS. \_\_\_\_\_

7. Location and description of Major Users (MU): A MU is one that uses 5% or more of the average capacity of the DWTP. See V.B and VIII.A.
8. Location of served versus unserved areas.
9. Amount of water loss due to leakage and location of any known distribution line leaks. The leakage rate should be measured/calculated, or at least estimated if possible.

#### IV. Future Environment

The plan must document that the "no action" alternative is unacceptable by describing the future environment without the project (low distribution line pressure, water supply problems, public health risks, etc.).

#### V. Development of Water Demand

Planning and design periods must be 20 years, unless justified otherwise in the facilities plan and approved by the Department.

##### A. Residential

###### 1. Current and Future Population

For MSDH review, acceptable growth rate documentation must be included such as historical data from recognized sources, active meter installations, building permits, etc. Justification based on speculative growth and economic development should not be included; projects whose primary purpose is to stimulate or provide for growth/development are ineligible under federal guidelines.

###### 2. Demand

Per connection demand and peaking factors must be consistent with the latest MSDH/BPWS Design Criteria, Table I and Appendix E.

##### B. Commercial/industrial/major users

Commercial/industrial/major users

Have letters of intent outlining demand projections been acquired from MU's (see III.B.7) and included in the plan?

For MSDH review, demand and peaking factors must be consistent with MSDH/BPWS Design Criteria, Table I and Appendix G

##### C. Design Demand

#### VI. Development of Alternatives

The plan must consider all reasonable, applicable alternatives listed below. A brief description of



each, including preliminary sizing information per MSDH/BPWS Design Criteria, must be included. A cost effective analysis is not required. Careful consideration should be given to the need for treatment along with well projects. If treatment is not planned for but determined necessary after construction of the test well, there are no guarantees that a variance to the DWSIRLF Regulations will be granted to increase scope and amount of the loan or that funds will be available for the increased costs, administrative fee, etc.

<b>A. Consolidation:</b> Where applicable, the plan must address consolidation of multiple smaller systems into one.	<hr/>
<b>B. Supply</b>	<hr/>
1. Wells	<hr/>
2. Surface Waters	<hr/>
<b>C. Treatment</b>	<hr/>
1. Chlorination	<hr/>
2. Fluoridation	<hr/>
3. Corrosion Control a. pH Adjustment b. Aeration (natural or forced) c. Recarbonation	<hr/>
4. Iron Removal	<hr/>
5. Clarification a. Rapid Mix/Flocculation/Sedimentation b. Upflow Clarifier	<hr/>
6. Filtration a. Gravity b. Pressure	<hr/>
7. Sludge Handling	<hr/>

<b>D. Storage</b>  1. Hydropneumatic	<hr/>
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<p><b>2. Elevated/Standpipe/Reservoir</b></p> <p>Storage tank size should not exceed that allowed for credit toward design capacity per MSDH/BPWS Design Criteria. Excess storage may not be approved by the Board for funding.</p>	
<p><b>E. Distribution</b></p> <ol style="list-style-type: none"> <li>1. Mains</li> <li>2. Booster Stations</li> <li>3. Rehabilitation             <ol style="list-style-type: none"> <li>a. Replacement</li> <li>b. Point Repair</li> <li>c. Lining</li> </ol> </li> </ol>	
<p>The funding of primarily developmental distribution lines is prohibited. If the project includes lines extending beyond existing buildings, does the plan recognize that they are ineligible?</p>	
<p>If upstream facilities are owned by an entity other than the applicant, is documentation of concurrence included (see VIII.A)? The plan must include:</p> <ol style="list-style-type: none"> <li>a. When applicable, a hydraulic analysis unless already on file with MSDH and less than one year old.</li> <li>b. Confirmation that related, existing facilities will be adequate after addition of the proposed facilities.</li> </ol>	
<p><b>F. Other (e.g. laboratory, source water protection easements, etc.)</b></p>	
<p>Do any facilities appear to be overly complex, considering the size community?</p>	
<p>Has due consideration been given to treatment of sludge/supernatant waste streams?</p>	

**VII. Selected Plan**

Facilities included in the selected plan are as shown below. (Describe supply wells, treatment, storage, distribution rehabilitation, and any other facilities to be constructed as well as any existing

facilities to be abandoned / demolished):

Items of Work	Approximate Quantity / Size

Site specific information on the selected plan must include the following items.

**A. General Information**

1. Reason for selection.	_____
2. A planning area map showing the location of proposed facilities.	_____
Does it appear that any minority, low-income or other areas have been systematically excluded from receiving system improvements?	_____
Has the planning phase EPA Form 4700-4 been approved by the Program Support Officer?	_____
3. If the project includes facilities such as sludge handling, wastewater discharge, large quantity chlorine storage, etc. which may adversely affect public health or the environment (not including aesthetics), a determination of whether or not the facilities are located in a minority or low-income area and, if so, documentation that the siting of the facilities is nondiscriminatory. [Re: EO 12898, Environmental Justice]	_____
4. Brief description of the effect of the project on surface waters or aquifers.	_____
For supply projects, has the MDEQ/Office of Land and Water Resources (OLWR) permit application been submitted?	_____
Forwarded to OLWR/Permitting & Monitoring Division (PMD)?	_____
Comments resolved (if any)?	_____
For new distribution service, does the plan document that adequate wastewater facilities are (will be) provided?	_____
5. Where applicable, the sludge management system should be described in sufficient detail to determine feasibility.	_____
Will a Solid Waste Disposal Permit be required?	_____

Refer to the WPCRLF Wastewater Facilities Plan Checklist (PELF20), Section VI.B.3.b.	_____
Will an NPDES Permit be required? Refer to the WPCRLF Wastewater Facilities Plan Checklist (PELF20) for guidance on wasteload allocation and treatment requirements.	_____
6. Brief description of the nature (permanent or temporary), extent, and necessary mitigative measures of any other impacts, such as noise, dust, odor, erosion/siltation and removal of vegetation.	_____
7. The cost of the selected plan must be given in sufficient detail to separate eligible/ ineligible costs (Re: DWSIRLF Reg. Appendices A and B) and determine priority as shown in Section II. Note that land cost is eligible for consolidation and treatment (including production and storage) projects.	_____
Are all facilities eligible [Re:DWSIRLF Reg. Appendix A]?	_____
Do costs appear complete and reasonable?	_____

**B. Special Environmental Considerations:** The plan must specifically address the existence or nonexistence of any of the following environmentally sensitive areas and include a map showing the location. Alternative sites considered and any mitigative measures must be described in detail if any of these areas will be impacted directly or indirectly.

1. Archaeological/cultural sites, important plant/animal habitats, wetlands, navigable waterways, coastal zones, and wild and scenic rivers: Comment letters from applicable Intergovernmental Review (IGR) Agencies must be included. (Re: DWSIRLF Reg. Appendix K). \_\_\_\_\_

Will an archaeological/cultural resources survey be required? \_\_\_\_\_

Will a vegetative/wildlife survey be required? \_\_\_\_\_

If yes, and the Natural Heritage Program's review indicates an impact on existing/proposed threatened/endangered species or critical habitat, the U.S. Fish Wildlife Service (USFWS) must be notified and their concurrence obtained. \_\_\_\_\_

Will a Section 10 or 404 permit application be necessary? \_\_\_\_\_

If so, which? \_\_\_\_\_

If a 404 permit is required, the USFWS must be notified and their concurrence obtained. \_\_\_\_\_

Will a Department of Marine Resources permit application be necessary (coast projects only)? \_\_\_\_\_

Will a Wild and Scenic River be affected (projects in Wild/Scenic River basin only)? \_\_\_\_\_

Does the plan document any actions necessary to resolve IGR comments? \_\_\_\_\_

2. **Important farmlands:** A copy of the Farmland Conversion Impact Rating form should be included. This form is completed by the CB Project Manager in conjunction with the Natural Resources Conservation Service (NRCS). Information on this review and any actions taken to minimize impacts on prime or important farmlands should be included.

3. **Floodplains.**

Does the plan document whether or not the project is located in the 100-year flood hazard boundary?

If so, have alternative sites been considered and/or mitigative measures given in accordance with EO 11988?

### VIII. Financial Analysis

The majority of the required financial information is included in the "Financial Capability Summary" (Attachment 1). The author may choose to complete the summary and incorporate it directly into the plan. Additional information should be added as necessary to include the following:

A. Where necessary, letters of intent/concurrence from interlocal entities and/or MU's (see III.B.6.) must be included in the plan. The plan must outline, as much as possible, the various responsibilities for operating and financing the facilities and include documentation of concurrence by affected interlocal entities. Note that any required interlocal agreements will be due with the loan application.

B. An explanation of how initial Non-DWSIRLF funded costs will be financed (See Attachment 1, Items No. 3 and 4)

Do all costs, interest rates, and other financial arrangements appear reasonable? Note that the DWSIRLF Loan repayment period may be up to 20 years.

If any of the existing debt is with the Rural Utilities Service (RUS, formerly Farmer[us Home Administration), has RUS been notified of the estimated DWSIRLF loan amount and asked to verify the RUS repayment amount(s)?

Does RUS concur with the new loan? (Contact Bettye Oliver or Patricia McDowell with RUS Community Programs at 601-965-5460.)

C. An explanation of how user charges will be levied for OM&R, DWSIRLF Loan repayment, and any other loan or bond debt retirement.  
Have sufficient funds been included for OM&R, loan repayment, and any other debt retirement?

Is the nonresidential share of costs proportional to nonresidential flows?

D. Average annual cost per household compared (as percentage) to the Median Household Income (MHI) (See Attachment 1, No. 8): Current MHI information

is contained in "The (latest year's edition) Sourcebook of Zip Code Demographics". Other credible sources are available and may be used. Also, adjustments to these sources, to more accurately reflect the MHI, may be made when justified.

Is the project high cost? \_\_\_\_\_

If so, have corrective actions been taken and documented? \_\_\_\_\_

### IX. Public Participation

The following information is to be included in the plan regarding the public hearing for the project (see Attachment 2).

- A. Proof of publication of advertisement. \_\_\_\_\_
- B. Minutes, including public comments. \_\_\_\_\_
- C. Summary of how each comment was addressed. \_\_\_\_\_
- D. Plan revisions pursuant to comments. \_\_\_\_\_

Was public notice adequate? \_\_\_\_\_

Hearing must be advertised at least once 30 days prior to the hearing date in a local newspaper. \_\_\_\_\_

At the time of Facilities Plan review, has there been any significant change in the project site, treatment type, cost estimates, or user charge estimates as compared to that presented at the public hearing? If so, another hearing may be required. \_\_\_\_\_

**FINANCIAL CAPABILITY SUMMARY**

Loan Recipient \_\_\_\_\_ Date \_\_\_\_\_

Project Description \_\_\_\_\_

**1. Estimated Construction Costs (See DWSIRLF Regs. Appendices A and B for allowable cost information.)**

	<u>Total</u>	<u>Eligible</u>
Consolidation	\$ _____	\$ _____
Supply	\$ _____	\$ _____
Treatment	\$ _____	\$ _____
Storage	\$ _____	\$ _____
Distribution	\$ _____	\$ _____
Land Acquisitions	\$ _____	\$ _____
Planning & Design Phase Services	\$ _____	\$ _____
Construction Phase Services	\$ _____	\$ _____
Construction Contingency	\$ _____	\$ _____
Other(_____)	\$ _____	\$ _____
 Subtotal	 \$ _____	 \$ _____
 DWSIRLF Administrative Fee	 \$ _____	 \$ _____
 a. Total	 \$ _____	 \$ _____

**2. Estimated Annual Operation, Maintenance and Replacement (OM&R) Costs**

Labor	\$ _____	Miscellaneous	\$ _____
Utilities	\$ _____	a. Annual OM&R (new facilities)	\$ _____
Materials	\$ _____	b. Existing OM&R(carried over)	\$ _____
Outside Services	\$ _____	c. Total OM&R	\$ _____
Equipment Replacement	\$ _____		

**3. Funding Sources**

Total Construction Costs (from 1.a)	\$ _____
(-)DWSIRLF funding	\$ _____
(-) Grants	\$ _____
(-) Other Loans	\$ _____
(-) Bonds	\$ _____
(-) Other	\$ _____

4. Long-term Financing

Financing Method	Amount	Interest Rate	Term of Maturity	Annual Payment
DWSIRLF Loan	\$ _____	% _____	yrs (up to 20)	\$ _____
Other Loan	\$ _____	% _____	yrs _____	\$ _____
Bonds	\$ _____	% _____	yrs _____	\$ _____
Other	\$ _____	% _____	yrs _____	\$ _____

a. Total \$ \_\_\_\_\_

5. Total Estimated Annual Costs

Existing Debt Service	
RUS (formerly FmHA)	\$ _____
Other	\$ _____
New Facilities Debt Service (from 4.a)	\$ _____
Total Annual O.M.&R (from 2.c)	\$ _____
a. Total Annual Costs	\$ _____

6. User Charges

a. Existing Monthly Rates

Usage (1000 gal)	Class 1	Class 2	Class 3
First _____ (or flat fee)	\$ _____	\$ _____	\$ _____
_____ to _____	_____ \$/1000 gal	_____ \$/1000 gal	_____ \$/1000 gal
_____ to _____	_____ \$/1000 gal	_____ \$/1000 gal	_____ \$/1000 gal
Over _____	_____ \$/1000 gal	_____ \$/1000 gal	_____ \$/1000 gal

b. Proposed Monthly Rates (if increase is proposed)

Usage (1000 gal)	Class 1	Class 2	Class 3
First _____ (or flat fee)	\$ _____	\$ _____	\$ _____
_____ to _____	_____ \$/1000 gal	_____ \$/1000 gal	_____ \$/1000 gal
_____ to _____	_____ \$/1000 gal	_____ \$/1000 gal	_____ \$/1000 gal
Over _____	_____ \$/1000 gal	_____ \$/1000 gal	_____ \$/1000 gal



c. Proposed Revenue

<u>Avg. Use (1000 gal/mo)</u>	<u>Avg. Bill (\$/mo)</u>	<u>No. of Users</u>	<u>Revenue (\$/mo)</u>
Class 1	_____	_____	_____
Class 2	_____	_____	_____
Class 3	_____	_____	_____
Subtotal	_____	_____	_____

ANNUAL TOTAL (Revenue Subtotal x 12) \_\_\_\_\_

7. Source of Funding for Annual Drinking Water Facilities Costs

User Charges (6.c TOTAL)	\$	_____
Property Taxes	\$	_____
Other ( )	\$	_____
Connection Fees	\$	_____
Surcharges	\$	_____
Total (must exceed 5 TOTAL)	\$	_____

8. Annual Cost Per Household

Total Annual Costs (from 5.a)	\$	_____
Non-residential Share of Total		_____
Residential Share of Total		_____
Existing Households to be Served		_____
a. Average Annual Systemwide Cost Per Household		_____

9. High Cost Comparison

a. Annual cost per household (from 8.a)	_____
b. Median household income	_____
c. Percentage (a / b x 100)	_____
d. High cost threshold	1.5%
e. Is this a high cost project (Is 9.c greater than 9.d)?	_____

**Public Participation  
DWSIRLF Facilities Planning**

Listed below are actions to be taken by a DWSIRLF loan applicant with regard to public participation in facilities planning.

1. The applicant is required to hold a public hearing when the facilities planning document has been finalized, but before it has been fully adopted.
2. The hearing must be advertised in an appropriate local newspaper at least 30 days prior to the hearing date. The applicant is also encouraged to notify local radio and television stations. The public notice should state the topics to be discussed at the hearing (see 3 below).
3. The following topics must be discussed at the public hearing:
  - a. Alternatives considered and facilities to be built
  - b. Where the facilities will be located
  - c. Why they are needed
  - d. How much they will cost
  - e. Estimated average user charges
  - f. Landowners/properties affected by acquisition of property, easements, and right-of-ways
  - g. Environmental impacts
4. If any project change is significant enough to require a FONSI amendment, a new public hearing will be required.
5. By the deadline established by the Priority System, the DWSIRLF Facilities Plan must contain the public hearing notice with proof of advertisement, the public hearing minutes, and any actions necessary to resolve adverse public comments.

The measures listed above should be discussed with the applicant and consultant at the pre-planning conference.

## **EXHIBIT B**

### **THE CITY OF JACKSON, MISSISSIPPI**

### **2021 WATER SYSTEM FACILITY PLAN UPDATE PROJECT**

#### **SCOPE OF ENGINEERING SERVICES**

##### **1.0 Facility Planning and Loan Application Development**

###### **1.1 Tasks include:**

The Engineer shall perform updates to key sections of the existing facility plan including but not limited to the following sections: (1) existing situation description, (2) future environment description, (3) development of water demand, (4) alternatives to meeting water demand, and (5) EPA form 4700. We will also attend all applicable meetings and public hearings concerning the project and will record minutes and provide documentation of meetings. Further, we will develop and send out intergovernmental review letters, and perform financial analysis. Additionally, report maps and a financial capability summary will be developed. Lastly, we will provide the City with loan application development as well as quality control throughout the project.

1.1.1 Preparing conceptual construction cost estimates.

1.1.2 Submitting three (3) sets of the above planning documents to the OWNER for review and approval.

1.1.3 The various tasks related to this project as described in paragraph 1.1 may be authorized in stages through Task Orders issued by the authorized representative of the City of Jackson and/or Public Works Department.

##### **1.1 STATE AND FEDERAL REGULATIONS**

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.

**EXHIBIT C**

**THE CITY OF JACKSON, MISSISSIPPI**

**2021 WATER SYSTEM SRF FACILITY PLAN  
UPDATE PROJECT**

**COMPENSATION FOR PROFESSIONAL SERVICES**

**SECTION 1 - BASIS OF COMPENSATION**

1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as additional costs. We will get prior approval from the OWNER before proceeding with any additional costs beyond that described in this agreement. The following conditions shall apply to services performed under this Agreement:

1.2 OWNER shall pay ENGINEER for additional services not outlined in this Agreement only when these additional services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.

1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as follows:

TOTAL ENGINEERING PLANNING FEE:                      \$55,000

1.4 Payment to Engineer

1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.

1.5 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER's invoices.

**SECTION 2 - CHANGES**

The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates (Exhibit D). For additional services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that

performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the contract by the OWNER.

### **SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES**

For additional services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

### **SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS**

The ENGINEER may select consultant(s) to provide special services (i.e. environmental reviews and surveys) during the planning phase. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the planning cost.

**EXHIBIT D**  
**THE CITY OF JACKSON, MISSISSIPPI**

**2021 WATER SYSTEM SRF FACILITY PLAN  
UPDATE PROJECT**

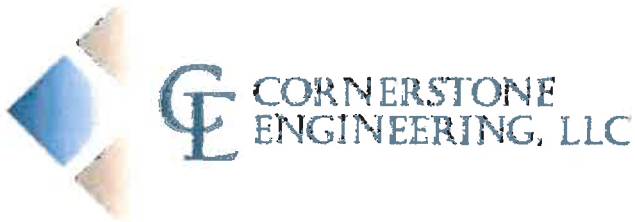
**SCHEDULE OF WORK**

**SECTION 1 - PERIOD OF SERVICE**

1.1 Following is the proposed Schedule of Work as outlined under this agreement:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
 Planning Phase	 <u>90 days</u>

The planning phase services will begin when Owner authorizes the Engineer to begin the planning work. The planning phase services will continue through the development of the facility plan updates and loan application development and will end with the final approval from the Mississippi Department of Health's approval of the facility plan updates and loan application documents.



City of Jackson  
Attn: Michael Davis, EBO Program Officer  
200 South President Street  
Warren Hood Building  
Jackson, MS 39201

September 1, 2020

REFERENCE: WAIVER STATEMENT FOR EQUAL BUSINESS OPPORTUNITY (EBO)  
2021 WATER SYSTEM SRF FACILITY PLAN UPDATE PROJECT  
JACKSON, MS

Dear EBO Program Officer:

Cornerstone Engineering, LLC is requesting a waiver on the EBO participation goals required in the plan. Our firm is a small minority owned business certified by the City of Jackson, Mississippi Development Authority (MDA), and the Jackson Municipal Airport Authority (JMAA). The reason we are requesting a waiver is because the work on the above referenced project will be performed primarily by Cornerstone Engineering, without the need for additional services by other companies.

Let us know if you have any other questions.

Sincerely,

CORNERSTONE ENGINEERING, LLC

A handwritten signature in blue ink that reads 'Mauricka'.

Mauricka McKenzie, Sr., P.E.  
President and Principal Engineer

Enclosures

Cc: Charles Williams, P.E., PhD, Engineering Manager



**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba  
Mayor**

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

**Department of Planning and Development  
Office of Economic Development**





**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY ORDINANCE**

***LEGAL NOTICE***

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

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



(EBO FORM 7-1-13)

## **EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS**

### **POLICY**

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

### **DEFINITIONS**

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

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

### **OBLIGATION**

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

### **GOALS**

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

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

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

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

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

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

**A. Subcontractor Participation**

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

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

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

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

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

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

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

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

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

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

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

#### **Waiver**

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

#### **Replacement**

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

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

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

I. Company Name: Cornerstone Engineering, LLC

II. Address: 710 Northside Drive, Suite A

City: Clinton State: MS ZIP Code: 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. Bid Name and Number: 2021 Water System SRF Facility Plan Update Project

IV. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**

*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.*

IV. Total Bid Amount: \$55,000

V. WAIVER REQUESTED

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

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

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

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

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

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

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

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

**VII. REPLACEMENT OF MBE/FBE**

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



**VIII. CERTIFICATION**

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

*Mauricka McKenzie* President 9/1/20  
*Authorized Signature and Title* *Date*

**PRINT "AUTHORIZED" NAME HERE: Mauricka McKenzie**

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

Company Name: Cornerstone Engineering, LLC Type Trade/Business: Water Resources Engineering

Address: 710 Northside Drive, Suite A

City, State, ZIP: Clinton, Mississippi 39056

Contact Person: Mauricka McKenzie, Sr., P.E.

Telephone Number: (601) 473-2403

**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: Professional Engineering Planning Services

Scope of Work to be Performed: Provide professional engineering services for the SRF Facility Plan Updates and Loan Application Development.

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$55,000

Percentage of MBE and/or FBE Participation: 100%

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OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF A FORMER MUNICIPAL EMPLOYEE IN MWCC # 1707009-P-5575-E 33 AND 1709735-P-5573-E 33 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION**

**WHEREAS**, on September 21, 2016 and October 4, 2016, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

**WHEREAS**, on September 21, 2016 an individual hired as a recruit for the City of Jackson and participating in the Mississippi Law Enforcement Officer's Training Academy (MLEOTA) reported an injury to her left knee and left thumb during physical training activity; and

**WHEREAS**, the City denied that the individual suffered a compensable and has not provided any benefits associated with the reported injury for legitimate and arguable reasons; and

**WHEREAS**, the same individual reported an injury to her left shoulder on October 4, 2016 during physical training activity; and

**WHEREAS**, the City of Jackson admitted the October 4, 2016 injury and provided medical services and supplies; and

**WHEREAS**, the individual withdrew from the training academy because the training was military style and caused her injuries; and

**WHEREAS**, the individual was advised by a physician on October 6, 2016 to refrain from training for two (2) weeks; and

**WHEREAS**, Joseph R. Franks was retained by the former employee and recruit to pursue recovery of benefits and medicals before the Mississippi Workers Compensation Commission;

**WHEREAS**, Joseph Franks advised the Office of the City Attorney that his client was amenable to settlement of both claims for the sum of \$7,500.00; and

**WHEREAS**, the Office of the City Attorney advised Mr. Franks that it would not recommend that the claim be settled for \$7,500.00 because the individual withdrew from the academy prior to being released to return and because of disputed facts regarding the injury's occurrence; and

**WHEREAS**, there is a genuine dispute concerning the occurrence of a compensable injury on September 21, 2016 and there is a probability of the Commission concluding that the Claimant's injury arose out of and in the course of employment and was compensable; and

**WHEREAS**, the Mississippi Workers Compensation Act requires an employer to provide medical services and supplies for as long as the process of recovery requires; and

**WHEREAS**, even though the former employee and recruit has not recently sought medical treatment, the City of Jackson remains exposed for the provision of medical treatment and other benefits concerning the October 4, 2016 injury; and

**WHEREAS**, the City of Jackson may have exposure for workers' compensation benefits regarding the September 21, 2016 alleged injury, which is in dispute; and

**WHEREAS**, the Office of the City Attorney advised Mr. Franks that it was amenable to recommending that the governing authorities pay \$5000.00 to settle both of the claims pending before the Mississippi Workers Compensation Commission; and

**WHEREAS**, the recommendation aforementioned includes the sum of \$1,500.00 for the disputed claim and \$3,500.00 for the undisputed claim arising out of the shoulder injury; and

**WHEREAS**, the Claimant has agreed to accept the sum of \$5000.00 in total compromise and settlement of the claim; and

**WHEREAS**, compromise and settlement of the claim is subject to the approval of the Mississippi Workers Compensation Commission; and

**WHEREAS**, the best interest of the City of Jackson would be served by compromising and settling the claim pending before the Commission concerning the subject former employee and recruit by payment of the sum of \$5000 for the reasons stated;

**IT IS HEREBY ORDERED** that the Office of the City Attorney is authorized to compromise and settle the former employee and recruit's claims for disability benefits and medicals pending in MWCC # 1707009-P-5575-E 33 and 1709735-P-5573-E 33 subject to approval of the Mississippi Workers Compensation Commission;

**IT IS FURTHER HEREBY ORDERED** that the Office of the City Attorney and the Department of Finance and Administration shall be authorized to pay sums required by Orders of the Commission related to the settlement and to do those acts required to comply with the Mississippi Workers Compensation Act, the Mississippi Workers Compensation Commission, and the tenor of this order.

Lumumba, Howard

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

**October 20, 2020  
DATE**

POINTS		COMMENTS																																																		
1.	<b>Brief Description/Purpose</b>	Order Authorizes the Office of the City Attorney to settle and compromise claims pending before the Mississippi Workers Compensation Commission for injury asserted by a law enforcement recruit																																																		
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government  4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation  7. Quality of Life	No policy initiative exactly																																																		
3.	<b>Who will be affected</b>	City of Jackson, former recruit, former recruit's attorney, Mississippi Workers Compensation Commission																																																		
4.	<b>Benefits</b>	City's exposure for disability benefits limited and future medicals extinguished.																																																		
5.	<b>Schedule (beginning date)</b>	Upon approval of Mississippi Workers Compensation Commission																																																		
6.	<b>Location:</b> § <b>WARD</b>  § <b>CITYWIDE (yes or no) (area)</b>  § <b>Project limits if applicable</b>	No specific area - general government																																																		
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> § <b>City Department</b>  § <b>Consultant</b>	Office City Attorney																																																		
8.	<b>COST</b>	\$5000.00 to resolve two (2) claims																																																		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> § <b>General Fund</b> § <b>Grant</b> § <b>Bond</b> § <b>Other</b>	General fund allocation for workers compensation benefits and medicals																																																		
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>				AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>				WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>				HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>				NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>			
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# M E M O R A N D U M



Office of the City Attorney  
(601) 960-1799

**Privileged Communication**

**TO:** Mayor Chokwe Lumumba

**FROM:** Timothy Howard

**DATE:** October 20, 2020

**RE: Settlement of Former Jackson Police Department Recruit's Claims for Benefits and Medical Pursuant to Mississippi Workers Compensation Act**

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The Order which accompanies this memo requests that the governing authorities approve the compromise and settlement of claims for disability benefits and medicals which is pending before the Commission in MWCC # 1709735-P-5573-E 33 and MWCC # 1707009-P-5575-E 33. Office of the City Attorney recommends that the claims be settled for the sum of \$5000.00.

The City's exposure for disability benefits and future medical treatment will be extinguished by the compromise and settlement of the claims.

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 OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF FORMER MUNICIPAL EMPLOYEE IN MWCC # 1709735-P-5573-E 33 AND MWCC # 1707009-P-5575-E 33 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION has been reviewed by me and is legally sufficient for adoption by the governing authorities.

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

10/20/20  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
Carrie Johnson





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-09 (WARD 1)**

OFFICE OF THE CITY ATTORNEY  
10/26/2020  
[Signature]

**WHEREAS**, the Hinds County Board of Supervisors intends to make improvements to Lake Circle in an amount not to exceed \$87,371.10 (Ward 1); and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced street improvements; and

**WHEREAS**, the Department of Public Works has reviewed the interlocal and concurs with work to be performed under this interlocal.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to Lake Circle in an amount not to exceed \$87,371.10 (Ward 6).

ITEM#: Agenda Item #52  
AGENDA: Agenda Date: October 27, 2020  
BY: HOWARD, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      October 6, 2020  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-09 (WARD 1)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	Motorists using the streets being improved
4.	<b>Benefits</b>	Provides a better driving surface for motorists using the streets.
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	• Ward 1
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Hinds County Board of Supervisors
8.	<b>COST</b>	• N/A
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	• N/A
10.	<b>EBO participation</b>	ABE _____ %    WAIVER    yes    ___    no    ___    N/A <u>  x  </u> AABE _____ %    WAIVER    yes    ___    no    ___    N/A <u>  x  </u> WBE _____ %    WAIVER    yes    ___    no    ___    N/A <u>  x  </u> HBE _____ %    WAIVER    yes    ___    no    ___    N/A <u>  x  </u> NABE _____ %    WAIVER    yes    ___    no    ___    N/A <u>  x  </u>

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  
10/6/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-09 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



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

10/6/20

DATE



**City of Jackson  
Department of Public Works**

**To: Chokwe Antar Lumumba, Mayor**

**From: Timothy Howard, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-09 (WARD 1)**

**Item #:**

**Council Meeting:** Regular Council Meeting, October 13, 2020

**Purpose:** To Authorize Hinds County to pave Lake Circle

**Cost:** N/A

**Funding Source:** Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to pave Lake Circle in Ward 1.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these roads following the completion of the project.

Please let me know if you have any questions.

**INTERLOCAL COOPERATION AGREEMENT**

**HINDS COUNTY, MISSISSIPPI**

**AND**

**CITY OF JACKSON, MISSISSIPPI**

*In re: Public Infrastructure Projects 2020-09*

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

**WITNESSETH:**

**WHEREAS**, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

**IN CONSIDERATION** of the mutual benefits described herein, the parties agree as follows:

**I. PURPOSE AND GENERAL PROVISIONS**

**A. AGREEMENT.** This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

**B. SCOPE, PARTICIPATION AND FINANCING.** The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

*Approved by the Hinds County Board of Supervisors on June 15, 2020*

**District 1**

**1. Lake Circle, at an amount not to exceed \$87,371.10 to be paid from Series 2017 Bonds**

Public infrastructure improvements supported by this project may include sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the Series 2017 Bond Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

**C. AUTHORITY.** The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., and 19-3-41, of the Mississippi Code of 1972, as amended.

**D. PUBLIC BENEFIT.** It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

**E. SIGNAGE.** The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

## **II. AMENDMENTS OR TERMINATION**

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

## **III. ADMINISTRATION**

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

## **IV. DURATION**

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

**V. ENFORCEABILITY**

**A. APPROVAL.** The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

**B. FILING.** Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

**C. PARTIAL ENFORCEABILITY.** If any provision of this Agreement or any



portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

**D. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 17 day of September, 2020.

HINDS COUNTY, MISSISSIPPI



ROBERT GRAHAM, President  
Hinds County Board of Supervisors

ATTEST: Clerk of the Board  
HINDS COUNTY, MISSISSIPPI

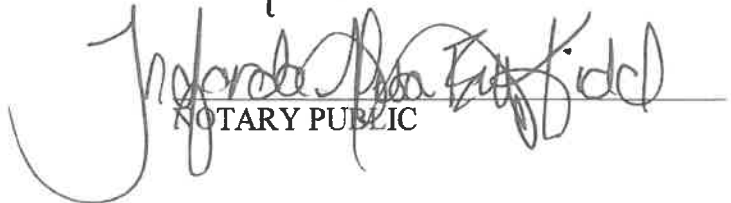


EDDIE JEAN CARR, Chancery Clerk

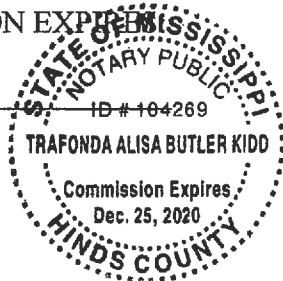
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named ROBERT GRAHAM and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on January 6, 2020 and January 21, 2020.

IN WITNESS WHEREOF, on this 17<sup>th</sup> day of September, 2020.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES



This, the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:  
CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated \_\_\_\_\_.

IN WITNESS WHEREOF, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

**MINUTE INSERTIONS**

*Deputy Chancery Clerk Greta Lovell presented the following for minute insertion.*

- A. *Secretary of State notice of Distribution of Election Support Fund to Hinds County*
- B. *Amended Contract with Jackson Hinds Library System for Continuation of Branch of Hinds County Law Library*
- C. *Mutual Settlement Agreement & Release between Hinds County, Mississippi and Entergy for lighting fixtures at Henley Young facility*
- D. *Cintas Facilities Solutions Agreement*
- E. *Board Order authorizing modification to parcel #4850-992 for tax years 2017 and 2018*
- F. *Interfund Advance to CFDA 16.588, Stop Violence Against Women grant approved May 18 made for full \$5,000.00*
- G. *Interfund Advance to CFDA 16.575, Victim Witness Assistance grant approved May 18 made for full \$15,000.00*
- H. *Interfund Loan to Road M & C fund approved May 18 not made, no loan needed*
- I. *Certificate of Liability Insurance from Telapex, Inc and affiliated companies (Northeast Jackson Siren)*
- J. *Certificate of Liability Insurance from Watkins Acy Struck Design, Inc (WAS Design)*

**BOARD ATTORNEY**

Approve Lease for 701 Commerce Street Building (Parcel #195-19-1)

*UPON A motion of Credell Calhoun and a second by David Archie, Vern Gavin voting nay, Robert Graham voting aye, Bobby McGowan voting aye, it was*

***RESOLVED to approve entering into a Lease between the Hinds County Mississippi and 701 Commerce LLC for a 24 month term at a rate of \$5,820.00 per month. Document affixed hereto and incorporated herein.***

Approve Agreement with Jackson Public School District for Educational Services

*UPON A motion of Credell Calhoun and a second by David Archie, Vern Gavin voting aye, Robert Graham voting aye, Bobby McGowan voting aye, it was*

***RESOLVED to approve an Agreement for Educational Services with the Hinds County Board of Supervisors for the Henley-Young Juvenile Justice Center with Jackson Public School District. Document affixed hereto and incorporated herein.***

**PUBLIC WORKS / SERIES 2017 PHASE II ROAD ALLOCATIONS**

Approve Paving Lake Circle and Interlocal Agreement with City of Jackson

*UPON A motion of Robert Graham and a second by Credell Calhoun, David Archie voting aye, Vern Gavin voting aye, Bobby McGowan voting aye, it was*

**RESOLVED to approve paving Lake Circle in an amount not to exceed \$54,300.00 to be paid from the Series 2017 Bonds and to approve an Interlocal Agreement with the City of Jackson for this project, with work to be performed by private contractor or Public Works.**

**EXECUTIVE SESSION**

UPON A motion of Bobby McGowan and a second by Credell Calhoun, David Archie voting aye, Vern Gavin voting aye, Robert Graham voting aye, it was

**RESOLVED to close open session.**

UPON A motion of Vern Gavin and a second by Credell Calhoun, David Archie voting aye, Robert Graham voting aye, Bobby McGowan voting aye, it was

**RESOLVED to approve entering Executive Session for the purpose of conducting business and discussions regarding potential litigation/litigation matters and security personnel, plans or devices.**

TONY GAYLOR, Board Attorney, announced to the public that the Board entered Executive Session at approximately 11:49 a.m. for the purpose of conducting business and discussions regarding:

1. Security Plans and Devices
2. Litigation/Potential Litigation

These are purposes authorized for Executive Session by Section 25-41-7(4) (b) and (c) of the Mississippi Code of 1972, as amended, which permits executive sessions for strategy sessions or negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body and transaction of business and discussion regarding the report, development or course of action regarding security personnel, plans or devices.

Those entering the Executive Session were President Robert Graham, Supervisor David Archie, Supervisor Credell Calhoun and Supervisor Vern Gavi,. Also present were Deputy Chancery Clerk Greta Lovell, County Administrator Jennifer Riley Collins, Board Attorney Tony Gaylor, and Rob Farr, Cooke Douglas Farr Lemons Architects, who exited at approximately 11:59 a.m.

**Litigation / Security Plans and Devices**

Mr. Rob Farr Addressed the Board and gave an update regarding the master plan associated with the Detention Center pursuant the Consent Decree and stipulated order.

**Litigation**

The Board was apprised of the Crawford Lawsuit. The Board discussed availability for a work session at 10:00 am on Thursday, June 18, 2020. It was determined that the work session was necessary. Discussion Only/No Action Taken.

July 6, 2020

Reverse Recension to Pave Twin Lake Circle

UPON A motion of Robert Graham and a second by Credell Calhoun, David Archie voting aye, Vern Gavin voting aye, Bobby McGowan absent not voting, it was

**RESOLVED to approve Not Rescinding the paving of Twin Lakes Circle.**

Allocate Additional Funds of \$33,071.00 for Paving Lake Circle

UPON A motion of Robert Graham and a second by Credell Calhoun, David Archie voting aye, Vern Gavin voting aye, Bobby McGowan absent not voting, it was

**RESOLVED to approve allocating an additional \$33,071.00 toward the paving of Lakes Circle.**

**MINUTE INSERTIONS:**

Additional Minute Insertions – Board Attorney

UPON A motion of David Archie and a second by Credell Calhoun, Vern Gavin voting aye, Robert Graham voting aye, Bobby McGowan absent not voting, it was

**RESOLVED to approve adding the following Interlocal Agreements as minute insertions:**

- City of Jackson to Resurface Capitol Street
- City of Jackson to Extend Resurfacing of Westhaven Blvd from South Drive to Railroad Tracks
- City of Jackson for Additional funds for Wiggins Road
- City of Jackson for paving a segment of Rockdale Drive
- City of Jackson for paving a segment of Stillwood Drive
- City of Jackson to pave Suffolk Drive

**All paid from the Series 2017 Bond Proceeds.**

**PERSONNEL**

Approve Payment to Administrative Office of Courts for County Court Personnel

UPON A motion of Credell Calhoun and a second by David Archie, Vern Gavin voting aye, Robert Graham voting aye, Bobby McGowan absent not voting, it was

**RESOLVED to approve a payment in the amount of \$54,731.25 to Administrative Office of Courts for County Court Personnel salary adjustment back to January 1, 2018.**

**ANNOUNCEMENT**

PRESIDENT GRAHAM announced the following meetings of the Board of Supervisors:

July 16, 2020  
Work Session

Board of Supervisors' Room  
Chancery Court Building  
Jackson, MS 9:00 A.M.

July 20, 2020  
Special Meeting

Board of Supervisors' Room  
Chancery Court Building  
Jackson, MS 9:00 A.M.

August 3, 2020  
Regular Meeting

Board of Supervisors' Room  
Chancery Court Building  
Jackson, MS 9:00 A.M.

**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, July 7, 2020, August 4, 2020, September 1, 2020, and September 29, 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 #54  
Agenda Date: October 27, 2020





**ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXERCISE DISCRETION IN THE GRANTING OF PAID ADMINISTRATIVE LEAVE TO MUNICIPAL EMPLOYEES FOR THE PURPOSE OF VOTING IN A NATIONAL GENERAL ELECTION.**

**WHEREAS**, Section 25-11-103(i) of the Mississippi Code states that a governing authority of a municipality has the authority to adopt such vacation sick and leave policies as it deems necessary; and

**WHEREAS**, the term governing authority generally refers to the Mayor and Council collectively; and

**WHEREAS**, on May 19, 2006, the Mississippi Attorney General issued an opinion to Randy Cowgill stating that a governing authority may enact leave policy based on a certain circumstance such as inclement weather (Cowgill Opinion # 2006-00181); and

**WHEREAS**, the governing authorities for the City of Jackson have previously approved policies providing for compensated sick, vacation, and bereavement leave; and

**WHEREAS**, the governing authorities for the City of Jackson have also approved policies providing administrative leave with pay for jury service because it wanted to ensure that the civic obligation of juror service was fulfilled; and

**WHEREAS**, the policies for sick, vacation, bereavement, and juror leave are set forth in the City of Jackson's Employee Handbook; and

**WHEREAS**, a policy providing for leave to vote in a national election is not presently set forth in the City of Jackson's Employee Handbook; and

**WHEREAS**, the Twenty Fourth Amendment to the United States Constitution states that the right of citizens of the United States to vote in any primary or other election for President or Vice President for electors for President or Vice President, or for Senator or Representative in Congress shall not be denied or abridged by the United States or any State....; and

**WHEREAS**, voting for the office of President or Vice President or for Senator or Representative in Congress is of paramount importance like the civic obligation of juror service as the Twenty Fourth Amendment to the United States Constitution implies; and

**WHEREAS**, the governing authorities for the City of Jackson encourages employees to not ignore the importance of voting in national elections and desires to promote the exercise of same by authorizing the Mayor to exercise discretion in the granting of paid administrative leave to municipal employees for the purpose of voting in a national general election; and

**WHEREAS**, the governing authorities for the City of Jackson are cognizant that the COVID-19 pandemic presents unique challenges for municipal employees exercising the right to vote, including but not limited to “social distancing”; and

**WHEREAS**, there is reason to believe that the election scheduled for November 3, 2020 will have unprecedented turnout; and

**WHEREAS**, it is in the best interest of the City of Jackson to authorize paid administrative leave not exceeding six (6) hours for employees to exercise the right to vote on November 3, 2020 based on the unique challenges presented by COVID 19; and

**WHEREAS**, the governing authorities for the City of Jackson also believe that it is in the best interest of the City of Jackson to continue its promotion of the exercise of voting rights by providing limited paid administrative leave for national elections arising after November 3, 2020;

**NOW THEREFORE, IT IS HEREBY ORDERED** that the Mayor shall be authorized to approve paid administrative leave not exceeding six (6) hours to municipal employees for the purpose of voting on November 3, 2020;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to approve paid administrative leave not exceeding four (4) hours for the exercise of voting in national general elections arising after November 3, 2020;

**IT IS HEREBY ORDERED** that if the Mayor grants paid administrative leave to municipal employees for the purpose of voting as ordered, then the leave shall be in addition to any sick, vacation, juror, and bereavement leave previously authorized and shall not be credited against same.

**IT IS HEREBY ORDERED** that this order shall not be construed as authorizing the granting of paid administrative leave for purpose of volunteering or working at a polling location or in any capacity during a national election.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND HINDS COUNTY, MISSISSIPPI, TO PROVIDE FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) TO HINDS COUNTY, MISSISSIPPI, TO ENGAGE DEPUTIES OF THE SHERIFF OF HINDS COUNTY TO ASSIST WITH PUBLIC SAFETY ACTIVITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI.**

WHEREAS, during the City Council meeting on October 13, 2020, the City of Jackson, by resolution (Item #65), declared a crisis of violence within the City of Jackson; and

WHEREAS, by way of the afore-mentioned resolution (Item #65) and another resolution, Item #66, passed during that same meeting, the City recognizes the fact that the Jackson Police Department (JPD) is presently understaffed and in need of tangible assistance; and

WHEREAS, pursuant to the afore-mentioned resolutions passed on October 13, 2020, and in consideration of the public health, safety and welfare of the citizens of the City of Jackson, the City should enter into an interlocal cooperative agreement with Hinds County, Mississippi to engage Deputies of the Sheriff of Hinds County, Mississippi to assist with public safety activities within the City of Jackson, Mississippi.; and

WHEREAS, under the proposed interlocal agreement the City of Jackson would provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi; and

WHEREAS, the proposed interlocal cooperative agreement would continue from the effective date as until such time as the crisis has been abated, the funds have been expended, and activities contemplated by the interlocal agreement have been completed.

THEREFORE, IT IS HEREBY ORDERED that pursuant to the Interlocal Cooperation Act of 1974 and other applicable law, the Mayor is authorized to execute an interlocal agreement between the City of Jackson, Mississippi and the Hinds County to provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi.

Agenda Item No. 56  
Date: October 27, 2020  
BY: STOKES

**WHEREAS**, the governing authorities for the City of Jackson are cognizant that the COVID-19 pandemic presents unique challenges for municipal employees exercising the right to vote, including but not limited to “social distancing”; and

**WHEREAS**, there is reason to believe that the election scheduled for November 3, 2020 will have unprecedented turnout; and

**WHEREAS**, it is in the best interest of the City of Jackson to authorize paid administrative leave not exceeding six (6) hours for employees to exercise the right to vote on November 3, 2020 based on the unique challenges presented by COVID 19; and

**WHEREAS**, the governing authorities for the City of Jackson also believe that it is in the best interest of the City of Jackson to continue its promotion of the exercise of voting rights by providing limited paid administrative leave for national elections arising after November 3, 2020;

**NOW THEREFORE, IT IS HEREBY ORDERED** that the Mayor shall be authorized to approve paid administrative leave not exceeding six (6) hours to municipal employees for the purpose of voting on November 3, 2020;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to approve paid administrative leave not exceeding four (4) hours for the exercise of voting in national general elections arising after November 3, 2020;

**IT IS HEREBY ORDERED** that if the Mayor grants paid administrative leave to municipal employees for the purpose of voting as ordered, then the leave shall be in addition to any sick, vacation, juror, and bereavement leave previously authorized and shall not be credited against same.

**IT IS HEREBY ORDERED** that this order shall not be construed as authorizing the granting of paid administrative leave for purpose of volunteering or working at a polling location or in any capacity during a national election.

OFFICE OF THE CITY ATTORNEY  
10/27/20

**ORDER RATIFYING APPLICATION AND AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE ROBERT WOOD JOHNSON FOUNDATION IN THE AMOUNT OF \$650,000 TO REDUCE MORTALITY AND PREVENT ILLNESS ASSOCIATED WITH URBAN HEAT ISLAND (UHI) EFFECTS IN JACKSON, WHILE PROVIDING A RANGE OF SOCIAL, ECONOMIC, CULTURAL AND ECOLOGICAL CO-BENEFITS FOR THE CITY'S AT-RISK RESIDENTS**

**WHEREAS**, Mayor Chokwe Antar Lumumba has identified extreme heat and humidity as one of the biggest threats to the health and well-being of City of Jackson residents, and is committed to institutionalizing heat, health, and equity for neighborhoods that are most at-risk for climate-related threats to human health due to sustained increases in temperature and poor air quality; and

**WHEREAS**, the City teamed with local medical and science professionals to secure a National League of Cities "Leadership in Community Resilience" grant; and

**WHEREAS**, the team also leveraged support from NOAA's Climate Program and the National Integrated Heat Health Information System for a community science urban heat island (UHI) to gather data via a citywide heat-mapping campaign; and

**WHEREAS**, the City's proposal, as submitted to the Robert Wood Johnson Foundation, entitled, "Going Green for a Cool Healthy Jackson" proposes to adapt nature-based solutions to address the urban heat-island effect in Jackson; and

**WHEREAS**, the "Going Green for a Cool, Healthy Jackson" (CHJ) project models heat mitigation efforts originating in Barcelona, Spain, and adapts successful solutions developed in Havana, Cuba and Okaya, Japan, ensuring that funding dedicated to these programs maximizes the city's return on investment, reaching the most at-risk and historically underserved residents; and

**WHEREAS**, the goals of the project are to: preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities; and

**WHEREAS**, guided by these goals, the City will undertake building new city parks and green corridors; promote and establish urban community gardens; promote and establish green roofs; and promote and establish vertical gardens; and

**WHEREAS**, the project will engage several City departments, including the Department of Planning and Development to design the projects; the Department of Parks and Recreation to implement the designed projects in public spaces; and the Department of Public Works to address infrastructure needs for projects; and

**WHEREAS**, the coordination of the projects will be led by the Office of the Chief Administrator.

**IT IS HEREBY ORDERED** that the proposal and grant application submitted to the Robert Wood Johnson Foundation, entitled "Going Green for a Cool, Healthy Jackson" is ratified.

**IT IS FURTHER ORDERED** that City is authorized to accept said grant, and the Mayor and/or his designee be authorized to execute any and all documents necessary in furtherance of acceptance of the Robert Wood Johnson Foundation grant.

**(BLAINE, LUMUMBA)**

Agenda Item No 57  
October 27, 2020

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING APPLICATION AND AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE ROBERT WOOD JOHNSON FOUNDATION IN THE AMOUNT OF \$650,000 TO REDUCE MORTALITY AND PREVENT ILLNESS ASSOCIATED WITH URBAN HEAT ISLAND (UHI) EFFECTS IN JACKSON, WHILE PROVIDING A RANGE OF SOCIAL, ECONOMIC, CULTURAL AND ECOLOGICAL CO-BENEFITS FOR THE CITY'S AT-RISK RESIDENTS** is legally sufficient for placement in NOVUS Agenda.



**Timothy Howard, City Attorney**

10/23/21

**Date**