



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

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REV. DR. RICKY GEORGETOWN EVERGREEN UNITED METHODIST CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$3,982.19 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JULY 23, 2019 AND OCTOBER 29, 2019 IN THE FOLLOWING CASES: 2019-1141 AND 2019-1402. (HILLMAN, LUMUMBA)**
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 20, 2020 FOR THE FOLLOWING CASES:**

2020-1414	2020-1415	2020-1416	2020-1418	2020-1428
2020-1430	2020-1460	2020-1462	2020-1464	2020-1465
2020-1467	2020-1469	2020-1475	2020-1476	2020-1477
2020-1480	2020-1481	2020-1484	2020-1485	2020-1486

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON ACA DEMOLITION & PROJECT GROUP, LLC, AND 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 #2020-1218 - 1816 WALTHAM STREET - \$4,466.00. (WARD 5) (HILLMAN, LUMUMBA)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PROFESSIONAL GRADE LAWN SERVICES, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1238 - 617 AVALON ROAD - \$770.00. (WARD 3) (HILLMAN, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS., TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1231 - CORNER LOT OF AVALON ROAD & ESTELLE DRIVE - \$499.20. (WARD 3) (HILLMAN, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2017-1214 - 2105 HICKORY DRIVE - \$3,018.50. (WARD 3) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PROFESSIONAL GRADE LAWN SERVICES, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1262 - 825 PEACHTREE STREET - \$2,220.00. (WARD 7) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MARCH HOME REPAIR, 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 #2020-1299 - 3960 OAKLAWN DRIVE - \$426.00. (WARD 3) (HILLMAN, LUMUMBA)

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PROFESSIONAL GRADE LAWN SERVICES, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1267 - 203 ROOSEVELT STREET - \$1,226.00. (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 21-9-11 FOR CASE #2017-1878 - 2028 WILLOW WAY - \$4,218.00. (WARD 5) (HILLMAN, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1373 - 1411 PEAR STREET - \$4,277.00. (WARD 4) (HILLMAN, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS., TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1300 - 4151 DEL ROSA DRIVE - \$600.00. (WARD 3) (HILLMAN, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MARCH HOME REPAIR, 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 #2020-1143 - 3463 ROSEMARY AVENUE - \$1,363.00. (WARD 6) (HILLMAN, LUMUMBA)**

INTRODUCTION OF ORDINANCES

16. **ORDINANCE AMENDING SECTION 2-62 OF THE CITY OF JACKSON CODE OF ORDINANCES. (BANKS)**
17. **ORDINANCE AMENDING SECTION 2-64 OF THE CITY OF JACKSON**

CODE OF ORDINANCES FOR THE PURPOSE OF RECONCILING THE ORDER OF BUSINESS OF THE COUNCIL WITH SECTION 2-71(b) AND SECTION 2-71(c) OF THE CITY OF JACKSON CODE OF ORDINANCES. (BANKS)

18. **ORDINANCE AMENDING SECTION 2-71 OF THE CITY OF JACKSON CODE OF ORDINANCES. (BANKS)**

REGULAR AGENDA

19. **CLAIMS (HORTON, LUMUMBA)**
20. **PAYROLL (HORTON, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2021. (HORTON, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE TYLER TECHNOLOGIES, INC., AGREEMENT FOR ADDITIONAL IMPLEMENTATION HOURS FOR TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM. (HORTON, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE TYLER TECHNOLOGIES, INC., AGREEMENT FOR ADDITIONAL IMPLEMENTATION HOURS FOR TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM - PAYROLL. (HORTON, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR THE BRAZOS SOFTWARE SUPPORT AND INTERFACE TO MUNICIPAL COURT SOFTWARE. (HORTON, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR THE BRAZOS HARDWARE SUPPORT FOR NINETEEN (19) HANDHELD TICKETWRITERS. (HORTON, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GLOBAL SOFTWARE FOR COMPUTER SOFTWARE SUPPORT SERVICES. (HORTON, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO PURCHASE AN AGREEMENT WITH TDC GROUP, INC., FOR THE MAINTENANCE AND 12-MONTH PREMIER SUPPORT SUBSCRIPTION OF THE CITY OF JACKSON'S FREEANCE MOBILE FOR CITYWORKS SYSTEM 2020. (HORTON, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR SUPPORT AND MAINTENANCE ON INCODE COURT CASE MANAGEMENT SOFTWARE. (HORTON, LUMUMBA)**
29. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF FRANCES HAMPTON TO THE MUNICIPAL ELECTION COMMISSION. (LUMUMBA)**

30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI FAMILIES FOR KIDS. (ALL WARDS) (KIDD, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DEANTE MORGAN TO PROVIDE SOCIAL MEDIA/SOCIAL MARKETING SERVICES FOR THE HEALTHY BABIES BRIGHT FUTURES GRANT TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)**
32. **ORDER RESCINDING THE MATCHING GRANT AWARDED TO THE MISSISSIPPI SYMPHONY ORCHESTRA, AND AUTHORIZING A MATCHING GRANT TO MAXIMUS WRIGHT PRODUCTIONS FOR DEVELOPMENT AND SUPPORT OF THE ARTS. (KIDD, LUMUMBA)**
33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT #1521-25, 1531-25, 1121-25, AND 1031-25 WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/AREA AGENCY ON AGING FOR THE 2020-21 FISCAL YEAR FOR THE CONGREGATE MEALS, HOME DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON. (ALL WARDS) (KIDD, LUMUMBA)**
34. **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC. (SANDERS, LUMUMBA)**
35. **ORDER ACCEPTING ALLOCATED FUNDS FROM THE MISSISSIPPI EMERGENCY RELIEF PROGRAM TO THE CITY OF JACKSON, MS FOR PAYROLL EXPENSES FOR PERSONNEL MITIGATING COVID-19. (SANDERS, LUMUMBA)**
36. **ORDER AUTHORIZING A SERVICE AGREEMENT BETWEEN STERICYCLE, INC., AND JPD FORENSIC CRIME LAB FOR BIOHAZARDOUS REGULATED MEDICAL WASTE DISPOSAL. (DAVIS, LUMUMBA)**
37. **ORDER AUTHORIZING PAYMENT OF \$16,091.10 TO STERICYCLE, INC., FOR THE JPD FORENSIC CRIME LAB. (DAVIS, LUMUMBA)**
38. **ORDER AUTHORIZING PAYMENT OF \$13,966.00 TO SOUTHERN CONNECTION POLICE SUPPLIES, LLC, FOR STRIPING TO THE NEW JPD PATROL VEHICLES. (DAVIS, LUMUMBA)**
39. **ORDER AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE MAINTAINING OF AREAS OCCUPIED BY JACKSON POLICE DEPARTMENT (JACKSON TRAINING ACADEMY, JACKSON PISTOL RANGE, JACKSON POLICE DEPARTMENT, ANIMAL CONTROL AND JACKSON POLICE DEPARTMENT REAL TIME COMMAND CENTER). (DAVIS, LUMUMBA)**
40. **ORDER AUTHORIZING THE PURCHASE OF THIRTEEN NEW VEHICLES FOR THE JACKSON POLICE DEPARTMENT. (DAVIS, LUMUMBA)**
41. **ORDER AUTHORIZING THE ACCEPTANCE OF THE QUOTE FROM SOUTHERN CONNECTION POLICE SUPPLIES FOR THE STRIPING OF**

- (13) NEW JACKSON POLICE DEPARTMENT PATROL VEHICLES. (DAVIS, LUMUMBA)
42. ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON FIRE DEPARTMENT SERVICES. (OWENS, LUMUMBA)
43. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC. FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM. (OWENS, LUMUMBA)
44. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES. (HILLMAN, LUMUMBA)
45. ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE 2018 CONTRACT BETWEEN THE CITY OF JACKSON AND ENVIRONMENTAL MANAGEMENT PLUS, INC., AND ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES. (CITYWIDE) (HILLMAN, LUMUMBA)
46. ORDER ACCEPTING BID OF MYTHICS, INC., TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE UPDATE LICENSE AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM. (CITYWIDE) (WILLIAMS, LUMUMBA)
47. ORDER AUTHORIZING AN AGREEMENT WITH CHAPMAN TECHNICAL SERVICES, LLC, TO REMOVE AND REPLACE AMI REPEATERS AND COLLECTORS AT VARIOUS HEIGHTS UP TO 400 FEET. (CITYWIDE) (WILLIAMS, LUMUMBA)
48. RESOLUTION AFFIRMING THE DECISION OF THE HEARING OFFICER IN THE ADMINISTRATIVE HEARING FOR THE HOLDER OF WATER ACCOUNT #3217000000, LAXMI ADMIRAL PROPERTIES, AS IT RELATES TO A DISPUTED BILL. (WILLIAMS, LUMUMBA)
49. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE FLYING OF THE NEW STATE FLAG AT CITY HALL AND ALL CITY-OWNED BUILDINGS. (STOKES)

DISCUSSION

50. DISCUSSION: ROOMING HOUSES (STOKES)
51. DISCUSSION: CONVENTION CENTER/CAPITAL CITY CONVENTION CENTER COMMISSION (STOKES)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$3,982.19 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON - JULY 23, 2019 AND OCTOBER 29, 2019 IN THE FOLLOWING CASES: 2019-1141 AND 2019-1402

WHEREAS, administrative hearings were held, June 4, 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 23, 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:

Case No.	Assessed Owner	Address/Zip	Parcel	Cost	Adm. Cost	Penalty Cost	Total	Work Completed
2019-1141	Jones William Jr.	312 Colonial Cir/39211	552-140	\$1,827.08	\$192.71	\$500.00	\$2,619.79	Cut grass, weeds, shrubbery, fence line, bushes, saplings, remove trash, debris, appliances/old furniture, tree limbs & parts, tires; and clean curbside.
2019-1402	Brown-Bully Greta	Lot South of 1110 Corinth St/ 39209	159-319	\$784.00	\$78.40	\$500.00	\$1,362.40	Cut grass, weeds, shrubbery, bushes, fence line, saplings; remove trash, debris, tree parts, tires, building materials, appliances, old furniture; and clean curbside.
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
GRAND TOTAL							\$3,982.19	

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

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

Consent Agenda Item # 3
 Agenda Date: November 10, 2020

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: November 10, 2020
BY: (HILLMAN, LUMUMBA)

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

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The 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.	Schedule (beginning date)	Following scheduled City Council date			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$0			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	_____ _____ _____ _____ _____



Memo

To: Chokwe Lumumba, Mayor

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

Date: 10/21/2020

Re: Agenda Item

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

This RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$3,982.18 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS AND ADJUCATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON - JULY 23, 2019 AND OCTOBER 29, 2019 IN THE FOLLOWING CASES:

2019-1141 2019-1402

is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CU

11/2/19

DATE

OFFICE OF THE CITY ATTORNEY
CU

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 20, 2020 FOR THE FOLLOWING CASES:

2020-1414	2020-1415	2020-1416	2020-1418	2020-1428	2020-1430
2020-1460	2020-1462	2020-1464	2020-1465	2020-1467	2020-1469
2020-1475	2020-1476	2020-1477	2020-1480	2020-1481	2020-1484
2020-1485	2020-1486	2020-1488	2020-1491	2020-1492	

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 20, 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 #2020-1414: Parcel #306-272 located at 4303 MCCAIN 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 \$750.00. 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.

- 2) **Case #2020-1415: Parcel #306-273 located at 4305 MCCAIN 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. 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.

- 3) **Case #2020-1416: Parcel #637-165** located at **217 GAYLYN DRIVE**: 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.

- 4) **Case #2020-1418: Parcel #130-28** located at **244 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 with assessment of actual costs and a penalty of \$750.00. 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.

- 5) **Case #2020-1428: Parcel #120-161** located at **213 SOUTH 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 \$750.00. 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.

- 6) **Case #2020-1430: Parcel #613-44** located at **145 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 7

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

- 7) **Case #2020-1460: Parcel #60-23** located at **233 FAIRBANKS 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: 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 #2020-1462: Parcel #431-27** located at **654 BELVEDERE DRIVE**: 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: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, tree parts, tires and clean curbside.

- 9) **Case #2020-1464: Parcel #552-78** located at **5649 CONCORD DRIVE**: 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 1

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

- 10) **Case #2020-1465: Parcel #74-35** located at **212 EAST MONUMENT 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 and removing of trash and debris, wooden boards, crates, tree parts, tires and clean curbside.

- 11) **Case #2020-1467: Parcel #517-682** located at **776 LAUNCELOT 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 \$750.00. Ward 3

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

- 12) **Case #2020-1469: Parcel #470-882** located at **136 WEST GRIFFITH 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 and removing of trash and debris, wooden boards, crates, tree parts, tires and clean curbside.

- 13) **Case #2020-1475: Parcel #39-64** located at **0 PRESIDENT STREET/4TH LOT NORTH OF 921 NORTH PRESIDENT 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 and removing of trash and debris, wooden boards, crates, tree parts, tires and clean curbside.

- 14) **Case #2020-1476: Parcel #39-55** located at **0 PRESIDENT STREET/3RD LOT NORTH OF 921 NORTH PRESIDENT 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 and removing of trash and debris, wooden boards, crates, tree parts, tires and clean curbside.

- 15) **Case #2020-1477: Parcel #410-33-1** located at **3631 CROMWELL 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: Board-up and secure house and cut grass, weeds, shrubbery, fence line bushes, saplings and remove trash and debris, old furniture, appliances, tree parts, tires and clean curbside.

- 16) **Case #2020-1480: Parcel #429-405** located at **3920 OAKLAWN DRIVE**: After hearing testimony from owner **ALICE H. JOHNSON**, 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 enter into a repair agreement expiring on *November 3, 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 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.

- 17) **Case #2020-1481: Parcel #59-12-1** located at **185 SIDWAY 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: 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.

- 18) **Case #2020-1484: Parcel #122-29-2** located at **3018 JAYNE 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 5

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

- 19) **Case #2020-1485: Parcel #122-29-1** located at **3024 JAYNE 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 5

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

- 20) **Case #2020-1486: Parcel #409-3-1** located at **3881 WARNER 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 3

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

- 21) **Case #2020-1488: Parcel #527-278-0** located at **0 CRESCENT PLACE**: 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 2

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

22) Case #2020-1491: Parcel #75-17 located at **311 EAST MONUMENT 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, and removing of trash and debris, tree limbs, old furniture, tires, and clean curbside.

23) Case #2020-1492: Parcel #429-115 located at **4077 OAKLAWN DRIVE**: After hearing testimony from owner **SUZETTE STAMPS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded three (3) weeks to clean property expiring on *November 10, 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 3

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

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

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

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

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

ITEM# _____
AGENDA _____

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

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	To be determined pending execution of contracts.																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

From : Jordan Hillman
Director, Planning and Development

DATE: October 20, 2020

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

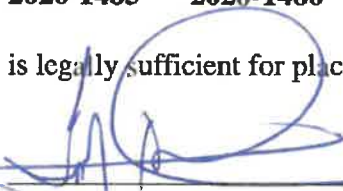
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY

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 20, 2020 FOR THE FOLLOWING CASES:

2020-1414	2020-1415	2020-1416	2020-1418	2020-1428	2020-1430
2020-1460	2020-1462	2020-1464	2020-1465	2020-1467	2020-1469
2020-1475	2020-1476	2020-1477	2020-1480	2020-1481	2020-1484
2020-1485	2020-1486	2020-1488	2020-1491	2020-1492	

is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney 

11/2/20

DATE

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 #2020-1218 – 1816 WALTHAM STREET – \$4,466.00 – WARD 5

ca

WHEREAS, on September 1, 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 August 4, 2020 for Case 2020-1218 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 1816 WALTHAM STREET for the sum of \$4,466.00; 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 1816 WALTHAM STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,466.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item # 5
Agenda Date: November 10, 2020

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

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input checked="" type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8. COST	\$4,466.00																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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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

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 #2020-1218.

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 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 #2020-1218 - 1816 WALTHAM STREET - \$4,466.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ca

11/2/20

DATE

OFFICE OF THE CITY ATTORNEY
11/2/20
Ca

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PROFESSIONAL GRADE LAWN SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1238 – 617 AVALON ROAD – \$770.00 – WARD 3

WHEREAS, on September 1, 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 August 4, 2020 for Case 2020-1238 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, PROFESSIONAL GRADE LAWN SERVICES, LLC appeared next on the rotation list and through its representative, Peter Gregory, agreed to 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 617 AVALON ROAD for the sum of \$770.00; and

WHEREAS, PROFESSIONAL GRADE LAWN SERVICES, LLC has a principal office address of 5665 Warwick Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with PROFESSIONAL GRADE LAWN SERVICES, LLC to cut vegetation and remedy conditions on the property located at 617 AVALON ROAD deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$770.00 shall be paid to PROFESSIONAL GRADE LAWN SERVICES, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 6
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/15/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 770.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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 19, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **PROFESSIONAL GRADE LAWN SERVICES, LLC** for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1238.

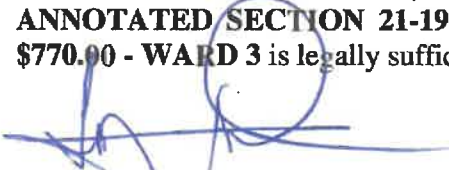
Thank you for your prompt consideration.

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 PROFESSIONAL GRADE LAWN SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1238 - 617 AVALONE ROAD - \$770.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.



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

01/2/20

DATE

01/2/20
OFFICE OF THE CITY ATTORNEY
CW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1231 – CORNER LOT OF AVALON RD& ESTELLE DRIVE – \$499.20 – WARD 3

ca

WHEREAS, on September 1, 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 August 4, 2020 for Case 2020-1231 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, EVANS LANDSCAPE INDS appeared next on the rotation list and through its representative, Vincent Evans, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at CORNER LOT OF AVALON RD& ESTELLE DRIVE for the sum of \$499.20; and

WHEREAS, EVANS LANDSCAPE INDS has a principal office address of 295 South Prentiss Street, Jackson Mississippi 39203

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with EVANS LANDSCAPE INDS to cut vegetation and remedy conditions on the property located at CORNER LOT OF AVALON RD& ESTELLE DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$499.20 shall be paid to EVANS LANDSCAPE INDS for the services provided from funds budgeted for the Division.

Consent Agenda Item # 7
Agenda Date: November 10, 2020

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

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$ 499.20																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
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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 EVANS LANDSCAPE INDS 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 #2020-1231.

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 EVANS LANDSCAPE INDS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1231 - CORNER LOT OF AVALON RD & ESTELLE DRIVE - \$499.20 - WARD 3 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

11/21/20

DATE

OFFICE OF THE CITY ATTORNEY
CG
11/21/20

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2017-1214 – 2105 HICKORY DRIVE – \$3,018.50 – WARD 3

Ca

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 May 9, 2017 for Case 2017-1214 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, GREEN CONTRACT CLEANING, LLC appeared next on the rotation list and through its representative, Doris M Green, agreed to 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 2105 HICKORY DRIVE for the sum of \$3,018.50; and

WHEREAS, GREEN CONTRACT CLEANING, LLC has a principal office address of 4809 Terry Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with GREEN CONTRACT CLEANING, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 2105 HICKORY DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,018.50 shall be paid to GREEN CONTRACT CLEANING, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 8
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/15/2020
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1.	Neighborhood Enhancement	2.	Crime Prevention
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$ 3,018.50			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)			
10.	EBO participation	ABE _____ %	WAIVER yes _____ no _____	N/A _____	
		AABE _____ %	WAIVER yes _____ no _____	N/A _____	
		WBE _____ %	WAIVER yes _____ no _____	N/A _____	
		HBE _____ %	WAIVER yes _____ no _____	N/A _____	
		NABE _____ %	WAIVER yes _____ no _____	N/A _____	

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: October 19, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GREEN CONTRACT CLEANING, 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 #2017-1214.

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 GREEN CONTRACT CLEANING, 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 #2017-1214 - 2105 HICKORY DRIVE - \$3,018.50 – WARD 3 is legally sufficient for placement in NOVUS Agenda.



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



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PROFESSIONAL GRADE LAWN SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1262 – 1825 PEACHTREE STREET – \$2,220.00 – WARD 7

WHEREAS, on September 15, 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 August 18, 2020 for Case 2020-1262 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, PROFESSIONAL GRADE LAWN SERVICES, LLC appeared next on the rotation list and through its representative, Peter Gregory, agreed to board up and secure structure(s) 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 1825 PEACHTREE STREET for the sum of \$2,220.00; and

WHEREAS, PROFESSIONAL GRADE LAWN SERVICES, LLC has a principal office address of 5665 Warwick Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with PROFESSIONAL GRADE LAWN SERVICES, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 1825 PEACHTREE STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,220.00 shall be paid to PROFESSIONAL GRADE LAWN SERVICES, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 9
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/15/2020
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
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5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
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7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 2,220.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
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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 19, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **PROFESSIONAL GRADE LAWN SERVICES, LLC** for the board-up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1262.

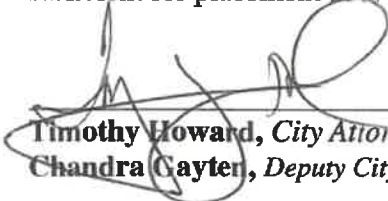
Thank you for your prompt consideration.

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 PROFESSIONAL GRADE LAWN SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1262 - 1825 PEACHTREE STREET - \$2,220.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda. CA



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

11/3/20

DATE

OFFICE OF THE CLERK
C6

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MARCH HOME REPAIR 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 #2020-1299 – 3960 OAKLAWN DRIVE – \$426.00 – WARD 3

WHEREAS, on September 15, 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 September 1, 2020 for Case 2020-1299 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, MARCH HOME REPAIR LLC appeared next on the rotation list and through its representative, Markus March, agreed to 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 3960 OAKLAWN DRIVE for the sum of \$426.00; and

WHEREAS, MARCH HOME REPAIR LLC has a principal office address of 632 Bob White Street Byram, Mississippi 39272.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with MARCH HOME REPAIR LLC to cut vegetation and remedy conditions on the property located at 3960 OAKLAWN DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$426.00 shall be paid to MARCH HOME REPAIR LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 10
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/15/2020
DATE

POINTS		COMMENTS																																													
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6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input checked="" type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 426.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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 19, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **MARCH HOME REPAIR 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 #2020-1299.

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 MARCH HOME REPAIR 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 #2020-1299 - 3960 OAKLAWN DRIVE - \$426.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney *ca*

11/3/20

DATE

OFFICE OF
MAYOR
C6

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PROFESSIONAL GRADE LAWN SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1267 – 203 ROOSEVELT STREET – \$1,226.00 – WARD 7

WHEREAS, on September 15, 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 August 18, 2020 for Case 2020-1267 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, PROFESSIONAL GRADE LAWN SERVICES, LLC appeared next on the rotation list and through its representative, Peter Gregory, agreed to board up and secure structure (s) 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 203 ROOSEVELT STREET for the sum of \$1,226.00; and

WHEREAS, PROFESSIONAL GRADE LAWN SERVICES, LLC has a principal office address of 5665 WARWICK DRIVE, JACKSON MISSISSIPPI 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with PROFESSIONAL GRADE LAWN SERVICES, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 203 ROOSEVELT STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,226.00 shall be paid to PROFESSIONAL GRADE LAWN SERVICES, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 11
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/15/2020
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
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7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
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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 19, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **PROFESSIONAL GRADE LAWN SERVICES, LLC** for the board-up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1267.


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 PROFESSIONAL GRADE LAWN SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1267 - 203 ROOSEVELT STREET - \$1,226.00 - WARD 7** is legally sufficient for placement in NOVUS Agenda.



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

11/3/20

DATE

OFFICE OF THE CITY ATTORNEY
Ch
11/3/20
Ch

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 21-9-11 FOR CASE #2017-1878 – 2028 WILLOW WAY – \$4,218.00 – WARD 5

WHEREAS, on January 30, 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 October 24, 2017 for Case 2017-1878 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 2028 Willow Way for the sum of \$4,218.00; 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 2028 Willow Way deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,218.00 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

08/03/2020

DATE

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8.	COST	\$4,218.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)																																													
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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: August 3, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-1878.

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 #2017-1878- 2028 WILLOW WAY - \$4,218.00 -WARD 5 is legally sufficient for placement in NOVUS Agenda.



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

11/3/20

DATE

OFFICE OF THE CITY ATTORNEY
11/3/20
cu

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1373 – 1411 PEAR STREET – \$4,277.00 – WARD 4

WHEREAS, on October 29, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 24, 2019 for Case 2019-1373 located in Ward 4 of the City of Jackson; and

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

WHEREAS, R&C SERVICES LLC., appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1411 PEAR STREET for the sum of \$4,277.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R&C SERVICES LLC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1411 PEAR STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,277.00 shall be paid to R&C SERVICES LLC., for the services provided from funds budgeted for the Division.

Consent Agenda Item # 13
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/20/2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 5																																													
7. Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
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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: May 20, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GRANDERSON, RAYMOND/dba/R&C SERVICES LLC**, for the demolition of structure(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 #2019-1373.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC., TO DEMOLISH STRUCTUREE 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 #2019-1373 - 1411 PEAR STREET - \$4,277.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CA

11/3/20

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1300 – 4151 DEL ROSA DRIVE – \$600.00 – WARD 3

WHEREAS, on September 15, 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 September 1, 2020 for Case 2020-1300 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, EVANS LANDSCAPE INDS appeared next on the rotation list and through its representative, Vincent Evans, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4151 DEL ROSA DRIVE for the sum of \$600.00; and

WHEREAS, EVANS LANDSCAPE INDS has a principal office address of 295 South Prentiss Street, Jackson Mississippi 39203

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with EVANS LANDSCAPE INDS to cut vegetation and remedy conditions on the property located at 4151 DEL ROSA DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$600.00 shall be paid to EVANS LANDSCAPE INDS for the services provided from funds budgeted for the Division.

Consent Agenda Item # 14
Agenda Date: November 10, 2020

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

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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8.	COST	\$ 600.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: October 12, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with EVANS LANDSCAPE INDS 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 #2020-1300.

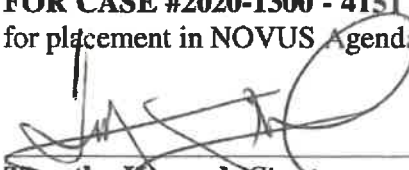
Thank you for your prompt consideration.

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 EVANS LANDSCAPE INDS TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1300 - 4151 DEL ROSA DRIVE - \$600.00 - WARD 3 is legally sufficient for placement in NOVUS Agend.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney 

11 | 3 | 20

DATE

OFFICE OF THE CITY ATTORNEY
11/3/20
(u)

OFFICE OF THE CITY CLERK
C 2

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MARCH HOME REPAIR 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 #2020-1143 – 3463 ROSEMARY AVENUE – \$1,363.00 – 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 2020-1143 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, MARCH HOME REPAIR LLC appeared next on the rotation list and through its representative, Markus March, agreed to 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 3463 ROSEMARY AVENUE for the sum of \$1,363.00; and

WHEREAS, MARCH HOME REPAIR LLC has a principal office address of 632 Bob White Street Byram, Mississippi 39272.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with MARCH HOME REPAIR LLC to cut vegetation and remedy conditions on the property located at 3463 ROSEMARY AVENUE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,363.00 shall be paid to MARCH HOME REPAIR LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 15
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/15/2020
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 1,363.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: October 19, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **MARCH HOME REPAIR 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 #2020-1143.

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 MARCH HOME REPAIR 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 #2020-1143 - 3463 ROSEMARY AVENUE - \$1,363.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.



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

h 1,3/20

DATE

OFFICE OF THE CITY ATTORNEY
Ms/10
CG

ORDINANCE AMENDING SECTION 2-62 OF THE CITY OF JACKSON CODE OF ORDINANCES

WHEREAS, Section 2-62 of the City of Jackson Code of Ordinances establishes the location and schedules for meetings of the Jackson City Council; and

WHEREAS, the current location and schedules set forth in Section 2-62 of the City of Jackson Code of Ordinances is as follows:

- (a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber.
- (b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. Any person desiring to address the council with reference to any item on the planning session agenda must register with the city clerk prior to the beginning of the planning session, and shall indicate in writing, on a ledger kept by the clerk, their name, address, and the number of the agenda item with reference to which they desire to speak. When recognized by the president, such person may speak only with reference to that item(s) and for a portion of time not to exceed at total of three minutes. Such public comment will be received prior to the discussion of business at the planning session. The planning session shall be limited to one and one-half hours.
- (c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.
- (d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.
- (e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

Intro of Ordinance Item # 16
Agenda Date: November 10, 2020

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-62 of the City of Jackson Code of Ordinances shall be amended to establish the location and schedules for meetings of the Jackson City Council as follows:

(a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to twenty (20) persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. ~~Any person desiring to address the council with reference to any item on the planning session agenda must register with the city clerk prior to the beginning of the planning session, and shall indicate in writing, on a ledger kept by the clerk, their name, address, and the number of the agenda item with reference to which they desire to speak. When recognized by the president, such person may speak only with reference to that item(s) and for a portion of time not to exceed a total of three minutes. Such public comment will be received prior to the discussion of business at the planning session.~~ The planning session shall be limited to one and one-half hours.

(c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-62 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

(BANKS)

ORDINANCE AMENDING SECTION 2-64 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF RECONCILING THE ORDER OF BUSINESS OF THE COUNCIL WITH SECTION 2-71(b) AND SECTION 2-71(c) OF THE CITY OF JACKSON CODE OF ORDINANCES

WHEREAS, Section 2-64 of the City of Jackson Code of Ordinances establishes the order of business for formulating the agenda for meetings of the Jackson City Council; and

WHEREAS, the current order of business set forth in Section 2-64 of the City of Jackson Code of Ordinances is:

- (1) Call to Order
- (2) Invocation
- (3) Pledge of Allegiance
- (4) Public hearings
- (5) Introductions
- (6) Public Comments
- (7) Consent agenda
- (8) Introduction of ordinances and resolutions
- (9) Adoption of ordinances and resolutions
- (10) Regular agenda
- (11) Proclamations, special presentations, commendations and resolutions honoring individuals, business group(s) or organizations;
- (12) Reports from city council members, mayor or department directors,
- (13) Announcements
- (14) Adjournment

and;

WHEREAS, Section 2-71(b) of the City of Jackson Code of Ordinances states that comments on items related to *items on the agenda* will be received prior to consideration of ordinances, orders, or resolutions; and

WHEREAS, Section 2-71(c) of the City of Jackson Code of Ordinances provides that comments unrelated to items on the agenda will be received *prior to adjournment*; and

WHEREAS, the order of business set forth in Section 2-64 of the Mississippi Code Annotated (1972), as amended, does not distinguish between public comments on items related to the agenda and items unrelated to the agenda; and

WHEREAS, Section 2-64 of the City of Jackson Code of Ordinances requires amending to reconcile the order of business for formulating the agenda with Sections 2-71(b) and Section 2-71(c) of the City of Jackson Code of Ordinances.

Intro to Ordinance Item # 17
Agenda Date: November 10, 2020

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-64 of the City of Jackson Code of Ordinances shall be amended to establish the order of business for formulating the agenda for meetings of the Jackson City Council as follows:

- (1) Call to Order
- (2) Invocation
- (3) Pledge of Allegiance
- (4) Public hearings
- (5) Introductions
- (6) Public comments related to items appearing on the meeting agenda
- (7) Consent agenda
- (8) Introduction of ordinances and resolutions
- (9) Adoption of ordinances and resolutions
- (10) Regular agenda
- (11) Proclamations, special presentations, commendations and resolutions honoring individuals, businesses, group(s) or organizations
- (12) Reports from city council members, mayor or department directors
- (13) Public comments on items unrelated to items appearing on agenda
- (14) Announcements
- (15) Adjournment

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-64 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

(BANKS)

ORDINANCE AMENDING SECTION 2-71 OF THE CITY OF JACKSON CODE OF ORDINANCES

WHEREAS, Section 2-71 of the City of Jackson Code of Ordinances establishes guidelines and requirements regarding speaking limitations, public comments, and council chamber conduct during meetings of the Jackson City Council; and

WHEREAS, the current guidelines and requirements regarding speaking limitations, public comments, and council chamber conduct during meetings set forth in Section 2-71 of the City of Jackson Code of Ordinances is as follows:

(a) No member of the council shall be permitted to speak more than once on any subject, until all members desiring to speak have spoken. A member may not speak more than five minutes without obtaining the consent of the council, by majority vote.

(b) Any person desiring to address the council with reference to any item on the agenda for that meeting must register with the city clerk prior to the regular meeting time and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. When recognized by the president, such person may speak only once with reference to any agenda item and for a portion of the time not to exceed three minutes, unless such period of time is extended by a majority vote of the council . Such public comments will be received prior to the consideration of ordinances, orders, or resolutions.

(c) Any person desiring to address the council with reference to any matter which is not on the agenda must register with the clerk prior to the regular meeting time and shall provide, in writing, his name, his address, and the subject matter with reference to which he wishes to address the council. When recognized by the president, such person may speak only once with reference to such matter and for a period of time not to exceed three minutes, unless such period of time is extended by a majority of the council. Such public comments will be received by the city council immediately prior to its adjournment and at the conclusion of all other city business.

(d) Notwithstanding any other provisions, no person shall address the council with reference to any personnel matter during any open meeting of the city council.

(e) No derogatory remarks concerning councilmembers or anyone present in the council chamber shall be permitted. The president shall suspend irrelevant speaking. A majority of the members of the council have the right to suspend irrelevant speaking at any council meeting.

(f) Any person making personal, impertinent, or slanderous remarks, or who uses abusive, vulgar, or profane language, or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer or the clerk of council, barred from further audience before the council, unless permission to continue be granted by a majority vote of the council.

(g) The usage of cellular phones and paging devices shall be prohibited within the council chambers during council meetings. All such devices within the council chambers shall be placed on silence or vibrator mode during council meetings. The city clerk shall place signs within city hall notifying the public of said rule. Any person violating said rule shall first receive a verbal

warning from the presiding officer; upon any additional violations, the presiding officer may bar the person from the remainder of the council meeting for which he is in violation, and the person shall be required to place all cellular phones and paging devices with city hall security prior to entering any city council meeting.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-71 of the City of Jackson Code of Ordinances shall be amended to establish the location and schedules for meetings of the Jackson City Council as follows:

(a) No member of the council shall be permitted to speak more than once on any subject, until all members desiring to speak have spoken. A member may not speak more than five minutes without obtaining the consent of the council, by majority vote.

(b) Any person desiring to address the council with reference to any item on the agenda for that meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the regular or special called meeting time, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. The number of instances allowed for public comment on an item on the agenda (whether by individuals, organizations, or other entities) during a regular or special called meeting of the Jackson City Council is limited to five (5), whether in-person or virtually. When recognized by the president, such person may speak only once with reference to any agenda item and for a portion of the time not to exceed three minutes, unless such period of time is extended by a majority vote of the council. Such public comments will be received prior to the consideration of ordinances, orders, or resolutions.

(c) Any person desiring to address the council with reference to any matter which is not on the agenda must register with the clerk of council no later than 12 noon on the business day immediately preceding the regular or special called meeting time, and shall provide, in writing, his name, his address, and the subject matter with reference to which he wishes to address the council. The number of instances allowed for public comment on an item not on the agenda (whether by individuals, organizations, or other entities) during a regular or special called meeting of the Jackson City Council is limited to three (3), whether in-person or virtually. When recognized by the president, such person may speak only once with reference to such matter and for a period of time not to exceed three minutes, unless such period of time is extended by a majority of the council. Such public comments will be received by the city council immediately prior to its adjournment and at the conclusion of all other city business.

(d) Notwithstanding any other provisions, no person shall address the council with reference to any personnel matter during any open meeting of the city council.

(e) No derogatory remarks concerning councilmembers or anyone present in the council chamber shall be permitted. The president shall suspend irrelevant speaking. A majority of the members of the council have the right to suspend irrelevant speaking at any council meeting.

(f) Any person making personal, impertinent, or slanderous remarks, derogatory remarks concerning councilmembers or anyone present in the council chambers, or who uses abusive,

vulgar, or profane language, or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer or the clerk of council, barred from further audience before the council and/or barred from council chambers, unless permission to continue or stay be granted by a majority vote of the council.

(g) The usage of cellular phones and paging devices shall be prohibited within the council chambers during council meetings. All such devices within the council chambers shall be placed on silence or vibrator mode during council meetings. The city clerk shall place signs within city hall notifying the public of said rule. Any person violating said rule shall first receive a verbal warning from the presiding officer; upon any additional violations, the presiding officer may bar the person from the remainder of the council meeting for which he is in violation, and the person shall be required to place all cellular phones and paging devices with city hall security prior to entering any city council meeting.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-71 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

(BANKS)

OFFICE OF THE CLERK
10/28/2020
10/28/2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2021

WHEREAS, the City of Jackson received proposals to provide a cost allocation plan to determine an indirect cost rate; and

WHEREAS, the City of Jackson receives external funds from various organizations; and

WHEREAS, some of these organizations allow the City of Jackson to charge indirect cost to the grants, providing that the City of Jackson has an indirect cost allocation plan approved by the Department of Housing and Urban Development; and

WHEREAS, MGT Consulting Group has provided the City of Jackson with this service for the last two years at an amount of Six Thousand and Two Hundred and No Cents (\$6,200.00); and

WHEREAS, the Department of Administration recommends the City of Jackson enter an agreement with MGT Consulting Group to perform a cost allocation plan for the purposes identified herein for an amount not to exceed Six Thousand Two Hundred Dollars and No Cents (\$6,200.00) with the agreement to expire on April 30, 2021.

IT IS, THEREFORE, ORDERED, the Mayor is authorized to execute a consulting services agreement with MGT Consulting Group to perform a cost allocation plan for the purpose of determining an indirect cost rate for the fiscal year 2021, for the amount not to exceed Six Thousand Two Hundred Dollars and No Cents (\$6,200.00) with the agreement to expire April 30, 2021.

Agenda Item # 21
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 6, 2020

DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2021								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life								
3.	Who will be affected	City of Jackson youth and families								
4.	Benefits	Some of these organizations allow the City of Jackson to charge indirect cost to the grants, providing that the City of Jackson has an indirect cost allocation plan approved by the Department of Housing and Urban Development.								
5.	Schedule (beginning date)	After Council Approval								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE								
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Administration Department of Finance								
8.	COST	\$6,200.00								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Fund 001.411.10.6411								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

Finance Department
200 S. President St
Jackson, MS 39201



MEMO

To: Chokwe A. Lumumba, Mayor

From: LaaWanda Horton, Director of Administration *LWH*

Date: October 6, 2020

Re: ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT
WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN

The Department of Administration Finance Division recommends the City of Jackson enter an agreement with MGT Consulting Group to perform a cost allocation plan for FY21.

Some organizations allow the City of Jackson to charge indirect cost to the grants, providing that the City of Jackson has an indirect cost allocation plan approved by the Department of Housing and Urban Development.

Should you have any questions or concerns, please contact me at 601.960.1005.

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

MGT OF AMERICA CONSULTING, LLC AND THE CITY OF JACKSON

This Agreement is made this _____, by and between the MGT of America Consulting, LLC, 4320 West Kennedy Boulevard, Tampa, Florida 33609 (MGT), and the City of Jackson, Mississippi, a municipal corporation and political subdivision of the State of Mississippi (City of Jackson).

WHEREAS, the City of Jackson received proposals to provide a cost allocation plan to determine an indirect cost rate; and

WHEREAS, the City of Jackson receives grant funds from various organizations and some of these organizations allow the City of Jackson to charge indirect cost to the grants conditional to the City of Jackson having an indirect cost allocation plan approved by the Department of Housing and Urban Development; and

WHEREAS, MGT Consulting Group has provided the City of Jackson with this service for the last two years at an amount of Six Thousand and Two Hundred and No Cents (\$6,200.00); and

WHEREAS, the governing authorities of the City of Jackson authorized the Mayor of the City of Jackson to enter an agreement with MGT Consulting Group to perform a cost allocation plan for the purpose of determining an indirect cost rate for the fiscal year 2021, for an amount not to exceed Six Thousand Two Hundred Dollars and No Cents (\$6,200.00) with the agreement to expire April 30, 2021.

NOW, THEREFORE, in consideration of the mutual benefits and advantages and promises contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. SCOPE OF WORK (SERVICES)

MGT shall provide to the City of Jackson the following services to perform a cost allocation plan for the purpose of determining an indirect cost rate for the fiscal year 2021:

- Perform an indirect cost rate proposal, based on the City of Jackson's audited financial records for the fiscal year ended September 30, 2019, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2021.
- Perform a cost allocation plan, based on the City of Jackson's audited financial records for the fiscal year ended September 30, 2019, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2021.

- Identify all expenditures that are properly allocated to or among City of Jackson departments, funds, programs, activities and/or fees charged by City of Jackson services.
- Develop an indirect cost rate proposal and create overhead rates that can be used for grant purposes.
- Develop a Cost Allocation Plan and create Overhead Rates including overhead rates that can be applied to contractor or consultant rates when seeking cost recovery through fees and other direct charge mechanisms.
- Deliver a Microsoft Excel-based model(s) to the City of Jackson's Finance Director for the City of Jackson's future use.
- Present a preliminary indirect cost rate proposal to the City of Jackson staff and modify as necessary.
- Present a preliminary Cost Allocation Plan to the City of Jackson staff and modify as necessary.

SECTION II. COMPENSATION

MGT shall be paid a total amount not to exceed Six Thousand Two Hundred Dollars and No Cents (\$6,200.00) for Services provided under this Agreement. The fee shall be paid based on the following schedule:

- Fifty percent (50%) of the fee due upon submission of draft indirect cost rate proposal, cost allocation plan, overhead rates and any associated calculations.
- Fifty percent (50%) of the fee due upon completion and acceptance by the City of Jackson of the indirect cost rate proposal, cost allocation plan, overhead rates, any associated calculations and all project deliverables.

MGT shall render invoices to City of Jackson for fees earned. Payment shall be due forty-five (45) days after receipt of a monthly invoice detailing the services provided on behalf of the City of Jackson and in accordance with Section 31-7-305 of the Mississippi Code of 1972, as amended.

SECTION III. CONFIDENTIAL INFORMATION

MGT acknowledges that it may have access to certain confidential and proprietary information of the City of Jackson and that such information may include financial data, proprietary lists, operation method, policy statements and other confidential data. MGT warrants that it will not share any such information with others without authorization from the City of Jackson and will maintain its confidentiality.

SECTION IV. TERM AND TERMINATION

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. The term of this Agreement shall be from the date of signature through April 20, 2021, unless an extension is agreed to by both parties. This contract may be terminated prior to completion of Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

SECTION V. INDEPENDENT CONTRACTOR STATUS

MGT shall carry out the terms of this Agreement as an independent contractor and not as an agent, servant or employee of the City of Jackson. MGT shall not receive any employee benefits. Likewise, the employees of MGT, if any, are not the agents, servants or employees of the City of Jackson. For all purposes hereunder, MGT is and shall be deemed to be an independent contractor as it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between MGT and the City of Jackson. In the performance of the Services agreed to herein, MGT agrees not subcontract any portion of the work and not to retain additional or outside assistance without prior approval of the City of Jackson.

SECTION VI. MISCELLANEOUS

6.1. No Continuing Waiver. The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2. Entire Agreement. This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3. Assignment. MGT shall not assign this agreement or any of the rights hereunder, in whole or in part, to any person, firm or corporation without the prior written consent of the City of Jackson. In the performance of the Services, MGT agrees not to subcontract any portion of the work and not to retain additional or outside assistance without prior approval of the City of Jackson.

6.4. Interpretation, Venue and Severability. This agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Mississippi, and venue for any action at law or in equity shall be a court of competent jurisdiction in Hinds County, Mississippi. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written.

6.5. Indemnification. To the fullest extent allowed by Mississippi law, MGT shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Jackson from and against all claims, demands, liabilities, without limitation, court cost, investigative fees and expense, and attorney's fees, arising out of or caused solely by MGT and/or its partners, principals,

agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City of Jackson's sole discretion, MGT may be allowed to control the defenses of any such claim, suit, etc. In the event MGT defends said claim, suit, etc., MGT shall use legal counsel acceptable to the City of Jackson. MGT shall be solely responsible for all costs and/or expense associated with such defense, and the City of Jackson shall be entitled to participate in said defense. MGT shall not settle any claim, suit, etc. without the City of Jackson's concurrence, which the City of Jackson shall not unreasonably withhold.

6.6. Records Retention and Access to Records. Provided MGT is given ten (10) days advance written notice and such inspection is made during normal business hours of MGT at MGT's place of business, the City of Jackson shall have unimpeded access to any of MGT's books, documents, papers and/or records which are maintained or produced in furtherance of this Agreement and pertinent only to the Services performed under this Agreement for the purpose of responding to requests for public records, making audits, examinations, excerpts and transcriptions.

6.7. Notices. All written notices, demands or requests pursuant to this Agreement may be served (as an alternative to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT: MGT of America Consulting, LLC.
Attn: Bret Schlyer, Financial Solutions
4320 West Kennedy Boulevard
Tampa, Florida 33609

If to City of Jackson: City of Jackson
Attn: Carmen Jones
Department of Administration
200 South President Street
Jackson, Mississippi 39201

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may from time to time by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service or notice on a party.

SECTION VII. CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be amended, changed, modified, or expanded in scope of work or otherwise by formal written amendment duly executed by both parties. The parties acknowledge and accept that the City of Jackson may execute any and/or each amendment only upon official authorization first duly


obtained from its governing authority. Additional services may be added to this agreement by mutual consent of the parties in writing as an amendment to this Agreement. All other terms and conditions not affected by such an amendment shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the City of Jackson and MGT on the date first written.

City of Jackson, Mississippi

Signature _____
Name _____
Title _____
Address _____
City/State/Zip _____
Date _____

MGT of America Consulting, LLC.

Signature 
Name A. Trey Traviesa
Title Chairman and CEO
Address 4320 West Kennedy Blvd.
City/State/Zip Tampa, FL 33609
Federal Employer ID No. 81-0890071
Date 10/26/2020

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

RECEIVED
OFFICE OF THE CITY ATTORNEY
10/29/20

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2021 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Kristen Love, Deputy City Attorney KL

10/29/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE TYLER TECHNOLOGIES, INC AGREEMENT FOR ADDITIONAL IMPLEMENTATION HOURS FOR TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM – FINANCE (HORTON, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
HJ

WHEREAS, an agreement between the City of Jackson and Tyler Technologies, Inc. was signed in December 2018 for software, hardware, and implementation services for an Enterprise Resource Planning (ERP) System; and

WHEREAS, additional implementation hours are needed to assist budget and finance staff on training and creating customized reports; and

WHEREAS, Tyler Technologies has submitted a quote for six (6) hours of implementation services totaling \$7,560.00; and

WHEREAS, the Information Systems Division of the Administration Department recommends that the City accept the quote of Tyler Technologies in the amount of \$7,560.00; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an addendum with Tyler Technologies, Inc. for the purchase of additional implementation hours at a cost of \$7,560.00 and that the Mayor be authorized to execute any and all documents relating to this order.

Agenda Item # 22
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/29/2020
DATE

POINTS		COMMENTS				
1.	Brief Description	Tyler Technologies will provide additional implementation training hours for employees to utilize the budget and finance system.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government				
3.	Who will be affected	All Departments				
4.	Benefits	This will assist in completing the implementation and providing additional hours of training for City of Jackson's employees.				
5.	Schedule (beginning date)	Final date of execution by both parties.				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide				
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration				
8.	COST	\$7,560.00				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services - 004.904.00.6419 \$7,560.00				
10.	EBO participation	ABE _____%	WAIVER	yes ___	no ___	N/A
		AABE _____%	WAIVER	yes ___	no ___	N/A
		WBE _____%	WAIVER	yes ___	no ___	N/A
		HBE _____%	WAIVER	yes ___	no ___	N/A
		NABE _____%	WAIVER	yes ___	no ___	N/A

Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Lumumba
Mayor of the City of Jackson

MEMORANDUM

Date: October 29, 2020
To: Mayor Chokwe Antar Lumumba
From: LaaWanda Horton, Director of Administration
Subject: Additional Implementation Hours - Budget and Finance

In December 2018, the City of Jackson entered into an agreement with Tyler Technologies, Inc. for an Enterprise Resource Planning (ERP) System. In order to ensure City of Jackson employees receive adequate training on how to utilize the budget and finance modules additional implementation service hours are needed.

Tyler Technologies provided a quote for additional resources to complete the implementation and training of the budget and finance modules

The quote Tyler Technologies provided is \$7,560.00.

LH/fkw

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/29/2020

DATE

POINTS		COMMENTS			
1.	Brief Description	Tyler Technologies will provide additional implementation training hours for employees to utilize the budget and finance system.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government			
3.	Who will be affected	All Departments			
4.	Benefits	This will assist in completing the implementation and providing additional hours of training for City of Jackson's employees.			
5.	Schedule (beginning date)	Final date of execution by both parties.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration			
8.	COST	\$7,560.00			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419 \$7,560.00			
10.	EBO participation	ABE _____%	WAIVER	yes ___ no ___	N/A
		AABE _____%	WAIVER	yes ___ no ___	N/A
		WBE _____%	WAIVER	yes ___ no ___	N/A
		HBE _____%	WAIVER	yes ___ no ___	N/A
		NABE _____%	WAIVER	yes ___ no ___	N/A



Quoted By: David Regnery
 Date: 6/4/2020
 Quote Expiration: 12/1/2020
 Quote Name: City of Jackson-ERP-6 Days
 Quote Number: 2020-110878
 Quote Description: Implementation-Six Days

Sales Quotation For
 City of Jackson
 PO Box 17
 Jackson, MS 39205-0017
 Phone +1 (601) 960-1033
 Email: twilson@city.jackson.ms.us

Description	Quantity	Unit Price	Unit Discount	Extended Price
MISC Implementation	6	\$1,400.00	\$140.00	\$7,560.00
Sub-Total:				\$8,400.00
Less Discount:				\$840.00
TOTAL:				\$7,560.00

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$7,560.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$7,560.00	\$0.00
Contract Total	\$7,560.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

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 ADDENDUM TO THE TYLER TECHNOLOGIES, INC. AGREEMENT FOR ADDITIONAL IMPLEMENTATION HOURS FOR TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM - FINANCE (HORTON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney 

11/2/20

DATE

OFFICE OF THE CITY ATTORNEY
11/2/20
BK

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE TYLER TECHNOLOGIES, INC AGREEMENT FOR ADDITIONAL IMPLEMENTATION HOURS FOR TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM - PAYROLL (HORTON, LUMUMBA)

WHEREAS, an agreement between the City of Jackson and Tyler Technologies was signed in December 2018 for software, hardware, and implementation services for an ERP system; and

WHEREAS, additional implementation hours are needed to complete the implementation and training of City of Jackson employees on the new personnel and payroll system; and

WHEREAS, Tyler Technologies has submitted a quote for five hundred twenty eight (528) hours of implementation services totaling \$92,400.00; and

WHEREAS, the Information Systems Division of the Administration Department recommends that the City accept the quote of Tyler Technologies in the amount of \$92,400.00; and

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an addendum with Tyler Technologies, Inc. for the purchase of additional implementation hours at a cost of \$92,400.00 and that the Mayor be authorized to execute any and all documents relating to this order.

OFFICE OF THE CITY ATTORNEY
11/10/20

Agenda Item # 23
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/29/2020

DATE

POINTS		COMMENTS	
1.	Brief Description	Tyler Technologies will provide additional implementation training hours for employees to utilize the Personnel and Payroll system.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government	
3.	Who will be affected	All Departments	
4.	Benefits	This will assist in completing the implementation and providing additional hours of training for City of Jackson's employees.	
5.	Schedule (beginning date)	Final date of execution by both parties.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration	
8.	COST	\$92,400.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services - 004.904.00.6419 \$92,400.00	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A AABE _____% WAIVER yes ___ no ___ N/A WBE _____% WAIVER yes ___ no ___ N/A HBE _____% WAIVER yes ___ no ___ N/A NABE _____% WAIVER yes ___ no ___ N/A	

Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Lumumba
Mayor of the City of Jackson

MEMORANDUM

Date: October 29, 2020
To: Mayor Chokwe Antar Lumumba
From: LaaWanda Horton, Director of Administration
Subject: Additional Implementation Hours

In December 2018, the City of Jackson entered into an agreement with Tyler Technologies, Inc. for an Enterprise Resource Planning (ERP) System. In order to ensure City of Jackson employees receive adequate training on how to utilize the payroll and personnel modules additional implementation service hours are needed.

Tyler Technologies provided a quote for additional resources to complete the implementation and training of the Personnel and Payroll system.

The quote Tyler Technologies provided is \$92,400.00.

LH/fkw



Quoted By: David Regnery
 Date: 9/28/2020
 Quote Expiration: 3/27/2021
 Quote Name: City of Jackson-ERP-HCM Implementation
 Quote Number: 2020-117137
 Quote Description: HCM Implementation

Sales Quotation For
 City of Jackson
 PO Box 17
 Jackson, MS 39205-0017
 Phone +1 (601) 960-1033
 Email: fwilson@city.jackson.ms.us

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
HCM Implementation	528	\$175.00	\$0.00	\$92,400.00
TOTAL:				\$92,400.00

	One Time Fees	Recurring Fees
Summary		
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$92,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$92,400.00	\$0.00
Contract Total	\$92,400.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.
 Customer Approval: _____ Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

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 ADDENDUM TO THE TYLER TECHNOLOGIES, INC. AGREEMENT FOR ADDITIONAL IMPLEMENTATION HOURS FOR TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM - PAYROLL (HORTON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney 

11/2/20

DATE

OFFICE OF THE CITY ATTORNEY
11/2/20

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

WHEREAS, Tyler Technologies, Inc. has proposed a maintenance agreement that covers all Brazos software and support for the existing Tyler Technologies Brazos technology software and interface to the Municipal Court Case Management System; and

WHEREAS, the maintenance agreement will begin November 1, 2020 through October 31, 2021. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current term; and

WHEREAS, the yearly cost of the maintenance agreement is \$12,404.23; and

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

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an agreement with Tyler Technologies, Inc. to provide software maintenance for the City of Jackson's Brazos ticketwriter interface to the Incode Municipal Court Case Management system, with said maintenance being provided at a cost of \$12,404.23, from November 1, 2020 through October 31, 2021.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/28/2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	Brief Description	Maintenance agreement with Tyler Technologies, Inc. for Brazos Software Support																																													
2.	Purpose	To provide software support for Brazos Ticketwriter system which interfaces with the Incode Court Management System to download electronic tickets.																																													
3.	Who will be affected	Department of Administration and Jackson Police Department																																													
4.	Benefits	Provide Brazos software support and maintenance of website so officers can write electronic tickets to be automatically downloaded into the Incode Court Software. This eliminates the keying and manual entry of paper tickets.																																													
5.	Schedule (beginning date)	November 1, 2020 through October 31, 2021																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Administration																																													
8.	COST	\$ 12,404.23																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Technology Fund – 004.904.00.6464																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Department of Administration



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

MEMORANDUM

DATE: October 28, 2020
TO: Mayor Chokwe A. Lumumba
FROM: LaaWanda Horton, Director of Administration
SUBJECT: Maintenance agreement with Tyler Technologies, Inc for Brazos Software Support and Interface to Incode Court Management System

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

The cost of this annual agreement is \$12,404.23 for the period of one year. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current-term. As funds are available for this purchase from the technology fund, and staff from the Department of Administration have reviewed this agreement for technical soundness, I am recommending the execution of this maintenance agreement.

/mjr



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

Invoice

Invoice No	Date	Page
130-16342	10/01/2020	1 of 1

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



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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
47823 - 12359 - MAIN	10644		USD	NET45	11/15/2020

Date	Description	Units	Rate	Extended Price
Contract No.: Jackson, City of, MS				
	Brazos RDC Software Maintenance	27	429.85	11,605.95
	Maintenance Start: 01/Nov/2020, End: 31/Oct/2021			
	Brazos Interface to Court Maintenance	1	798.28	798.28
	Maintenance: Start: 01/Nov/2020, End: 31/Oct/2021			

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

Subtotal	12,404.23
Sales Tax	0.00
Invoice Total	12,404.23



September 29, 2017

To Whom It May Concern:

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

Sincerely,

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

Janet Joiner
EVP – Finance
Local Government Division

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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



Timothy Howard, *City Attorney*
Briana Keeler, *Deputy City Attorney* BK

11/3/20

DATE

OFFICE OF THE CITY ATTORNEY
11/3/20
BK

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

WHEREAS, Tyler Technologies, Inc. has proposed a maintenance agreement to include hardware support for nineteen (19) of the existing Tyler Technologies Brazos handheld ticket writers model MC67; and

WHEREAS, the maintenance agreement will begin November 1, 2020 through October 31, 2021. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current term; and

WHEREAS, the yearly cost of the maintenance agreement is \$8,167.15; and

WHEREAS, the need for maintenance for nineteen (19) model MC67 Tyler Technologies Brazos ticketwriters has been analyzed by the Information Systems Division of the Department of Administration, and execution of the proposed maintenance agreement with Tyler Technologies is recommended.

WHEREAS, Tyler Technologies is the sole source provider of Brazos Hardware products and is the only company authorized to provide development and support services for this hardware.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an agreement with Tyler Technologies, Inc. to provide hardware maintenance for nineteen (19) of the City of Jackson's Brazos ticket writers, with said maintenance being provided at a cost of \$8,167.15, from November 1, 2020 through October 31, 2021.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/28/2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description	Maintenance agreement with Tyler Technologies, Inc. for Brazos Hardware Support			
2.	Purpose	To provide hardware support for nineteen (19) Brazos Ticketwriters			
3.	Who will be affected	Department of Administration and Jackson Police Department			
4.	Benefits	Provide Brazos hardware support and maintenance so officers can write electronic tickets to be automatically downloaded into the Incode Court Software.			
5.	Schedule (beginning date)	November 1, 2020 through October 31, 2021			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration			
8.	COST	\$ 8,167.15			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund – 004.904.00.6464			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	_____ _____ _____ _____ _____



MEMORANDUM

DATE: October 28, 2020
TO: Mayor Chokwe A. Lumumba
FROM: LaaWanda Horton, Director of Administration
SUBJECT: Maintenance agreement with Tyler Technologies, Inc for Brazos Hardware support for nineteen (19) handheld ticketwriters

The attached agenda item addresses a maintenance agreement with Tyler Technologies to provide hardware support for nineteen (19) Brazos Handheld Ticket writers. This support agreement allows us to stay current with the latest versions of Tyler Technologies, Inc Brazos Handheld ticket writer updates and any hardware problems with the units. Tyler Technologies is the sole source provider of the Brazos hardware. Tyler Technologies is the only company authorized to provide development and support services for this hardware.

The cost of this annual agreement is \$8,167.15 for the period of one year. As funds are available for this purchase from the technology fund, and staff from the Department of Administration have reviewed this agreement for technical soundness, I am recommending the execution of this maintenance agreement.

/mjr



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

Invoice

Invoice No	Date	Page
130-16341	10/01/2020	1 of 1

Questions:
 Tyler Technologies -
 Phone: 1-800-772-2260 Press 2
 Email: ar@tylertech.com

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

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

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
47823	10643		USD	NET45	11/15/2020

Date	Description	Units	Rate	Extended Price
	Brazos RDC Software Maintenance	19	429.85	8,167.15
	Maintenance Start: 01/Nov/2020, End: 31/Oct/2021			

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

Subtotal	8,167.15
Sales Tax	0.00
Invoice Total	8,167.15



September 29, 2017

To Whom It May Concern:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Janet Joiner".


**Janet Joiner
EVP – Finance
Local Government Division**

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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



Timothy Howard, City Attorney
Briana Keeler, Deputy City Attorney *BF*

6/3/20

DATE

OFFICE OF THE CITY ATTORNEY
Keeler

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GLOBAL SOFTWARE FOR COMPUTER SOFTWARE SUPPORT SERVICES

WHEREAS, the City of Jackson (“City”) uses CISCO Public Safety Software to administer its emergency service system; and

WHEREAS, the City’s maintenance agreement on the CISCO software has expired and needs to be renewed; and

WHEREAS, Global Software, a division of N. Harris Computer Corporation, is the sole source provider of CISCO Software products and is the only company authorized to provide development and support services for this software; and

WHEREAS, as the sole source provider of maintenance services, Global Software has proposed a maintenance agreement that covers all software and support for the City’s existing software, which comprises the Emergency Services System for the Jackson Police Department, Jackson Fire Department, Municipal Court and Impound Lot.

WHEREAS, the maintenance agreement will begin November 1, 2020 through October 31, 2021. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current term; and

WHEREAS, the yearly cost of the maintenance agreement is \$66,138.00; and

WHEREAS, the need for maintenance for all CISCO Global Public Safety software has been analyzed by the Information Systems Division of the Department of Administration, and execution of the proposed maintenance agreement with Global Software is recommended.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an agreement with Global Software to provide software maintenance for the City of Jackson’s Emergency Services System, with said maintenance being provided at a cost of \$66,138.00, from November 1, 2020 through October 31, 2021.

Agenda Item # 26
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/28/20
DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description	Global Software Maintenance Agreement					
2.	Purpose	To provide support and maintenance needs for the Emergency Services System for JPD, JFD, and Municipal Court.					
3.	Who will be affected	All City of Jackson departments					
4.	Benefits	The City of Jackson will have access to 24-hour customer service and support.					
5.	Schedule (beginning date)	November 01, 2020 through October 31, 2021					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration, Jackson Police Department and Jackson Fire Department					
8.	COST	\$ 66,138.00					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund – 004.904.00.6464					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____



MEMORANDUM

DATE: October 28, 2020

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Horton, Director of Administration

SUBJECT: Maintenance Contract with Global Software for CISCO Public Safety Software Support Contract

In 1996, the City of Jackson ("City") began using the CISCO Public Safety Software to provide Emergency Services system for the Fire Department, Police Department and Municipal Court. The maintenance agreement on the CISCO software has expired and needs to be renewed.

Global Software, a division of N. Harris Computer Corporation, is the sole source provider of CISCO Public Safety Software products and the only company authorized to provide development and support services for this software. Therefore, the City will use Global Software to provide software and support service for the system. The referenced maintenance agreement will give the City access to download and install patches and upgrade as well as 24 hour access to telephone support services.

The yearly cost of the maintenance agreement is \$66,138.00 beginning November 1, 2020 through October 31, 2021. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current-term. To continue to receive support services for the CISCO Public Safety System, the City must execute this maintenance agreement. Based on the above, the Information Systems Division recommends execution of this agreement.

/mjf



Quote QTE0008
 Date 8/27/2020
 Page 1 of 1

Remit To: Global Software
 PO BOX 74008484
 Chicago, IL 60674-8484

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

Ship To
Jackson, City of PO Box 17 Jackson, MS 39205 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	JAC101		LOCAL DELIVERY	Net 30

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Annual Cisco Maintenance Quote: November 2020 to October 2021	US\$0.00	US\$0.00
1.00	CISCO-ACUCORP	AcuConnect Thin Client (400)	US\$13,494.00	US\$13,494.00
1.00	CISCO-ACUCORP	AcuCOBOL Runtime (399); AcuLaunch (399)	US\$1,859.00	US\$1,859.00
1.00	CISCO-ACUCORP	AcuServer (1)	US\$799.00	US\$799.00
1.00	CISCO-ACUCORP	Acu-XDBC Data Access (4)	US\$445.00	US\$445.00
1.00	CISCO-ACUCORP	CISCO Products, Includes: Dispatch: A-CAD, E-911, Time Sync; POLICE RMS: CAPS, CASE, JAMS, Warrants/Civil Process, License & Permits, CISPhoto; FIRE RMS: Fires, Fire Alerting Interface	US\$49,541.00	US\$49,541.00
			Subtotal	US\$66,138.00
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$66,138.00

Invoice Questions? Please Call 866-847-7747 or email AR@GlobalSoftwareCorp.com



September 14, 2015

Jackson, City of
PO Box 17

Jackson, MS 39205

To Whom it May Concern,

Global Software, a division of N. Harris Computer Corporation, is the sole source provider of the CISCO Full Software Suite of products and the only company authorized to provide development and support services for our software.

Sincerely,

A handwritten signature in blue ink that reads "Kim Bays".

Kim Bays
Harris Computers
Finance
613.226.5511 x 2017
kbays@harriscomputer.com

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GLOBAL SOFTWARE FOR COMPUTER SOFTWARE SUPPORT SERVICES** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Briana Keeler, *Deputy City Attorney* BK

11/3/20

DATE

ORDER AUTHORIZING THE RENEWAL OF THE FREEANCE MOBILE 12-MONTH PREMIER SUPPORT AND MAINTENANCE SUBSCRIPTION WITH TDC GROUP, INC. FOR THE CITY OF JACKSON'S CITYWORKS SYSTEM

WHEREAS, the City of Jackson purchased Freeance Mobile for the Cityworks software from TDC Group, Inc. in 2012; and

WHEREAS, the City of Jackson uses the Freeance software for the 311-work order system; and

WHEREAS, the maintenance agreement for the Freeance software and 12-Month Premier Support Subscription expire on October 31, 2020 and will need to be renewed; and

WHEREAS, TDC Group, Inc. is the sole provider of the Freeance maintenance and support subscription; and

WHEREAS, the cost of Freeance software renewal is \$4,243.75 and in addition the cost of the 12-Month Premier Support Subscription renewal is \$4,850.00 equating a total cost of \$9,093.75.

WHEREAS, the maintenance and support needs for this renewal have been analyzed and renewal is recommended to assist staff and the ensure Cityworks efficiently.

IT IS THEREFORE ORDERED that the Freeance Mobile maintenance agreement and 12-Month Premier Support Subscription with TDC Group be renewed at a cost of \$9,093.75 beginning November 1, 2020 through November 1, 2021.

Agenda Item # 27
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10-29-2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS	
1.	Brief Description	Freeance Mobile for Cityworks maintenance renewal and 12-month premier support subscription.	
2.	Purpose	To provide continued use and support of Freeance for Cityworks.	
3.	Who will be affected	All Departments	
4.	Benefits	This maintenance and 12-month premier support subscription will provide continued support for Freeance Mobile in addition to providing information systems staff with specialized support This training provides assistance with configuring, upgrades, training for our administrators and remote device training for managers, supervisors, and superintendents.	
5.	Schedule (beginning date)	November 1, 2020 through November 1, 2021.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	City Department	
8.	COST	\$,9093.75	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Technology Fund Account # 004-90400-6464	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director Administration

Date: October 29, 2020

Re: Freeance Mobile for Cityworks Maintenance and Freeance Mobile 12-Month Premier Support Subscription

The City of Jackson purchased Freeance Mobile for Cityworks from TDG, Inc. in 2012. Freeance Mobile is a mobile application that allows individuals in the field to access 311 and complete work orders. The current maintenance and 12-month premier support subscription expire on October 31, 2020. The cost to renew maintenance is \$4,243.75 and the cost to renew the training portion for Freeance mobile is for \$4,850.00 with a 3% discount included.

The TDC Group is the sole provider of Freelance Mobile for Cityworks application.

Based on the above, the Information Systems Division recommends renewal of Freeance Mobile maintenance and training/configuring/upgrades for Cityworks at a total cost of \$9,093.75 from November 1, 2020 until November 1, 2021.

LH/mju



1 Oakwood Ave.
#387
Dayton OH 45409

Quotation

City of Jackson
Finance Div/Accts Payable
PO Box 17
Jackson, MS 39205

DATE	Quotation No.
10/5/2020	212541
Phone #	937-531-7214
Contact: Debbie Reddington	
dreddington@freance.com	

ITEM	DESCRIPTION	TOTAL
FMCWMS	Freeance Mobile for Cityworks Maintenance and Unlimited Support. Twenty-five (25) Device Licenses. Beginning 11/1/20 to 11/1/21.	4,375.00
FCD	Freeance Customer Prompt Pay 3% Discount. Payment must be received on or before December 31, 2020.	-131.25
	Quote is Good Until December 31, 2020.	
Thank You.		TOTAL \$4,243.75



1 Oakwood Ave.
 #387
 Dayton OH 45409

Quotation

City of Jackson
 Finance Div/Accts Payable
 PO Box 17
 Jackson, MS 39205

DATE	Quotation No.
10/5/2020	212542
Phone #	937-531-7214
Contact: Debbie Reddington	
dreddington@freeance.com	

ITEM	DESCRIPTION	TOTAL
SUBSCRIPTION SERVICES	Freeance Mobile 12-Month Premier Support Subscription. The subscription service offers your Freeance Administrator a variety of benefits that are delivered remotely. The services may be accessed at any time during the 12-month subscription period. Beginning 11/1/20-11/1/21.	5,000.00
1-S	*Assist the Freeance Administrator with Freeance Mobile for Cityworks software upgrades throughout the 12-month term.	
2-S	*Assist/Train (2) Freeance Administrator with updates and changes to the Freeance Mobile for Cityworks configuration system.	
3-S	*Assist/Train (2) Freeance Administrator with configuring new Freeance Mobile for Cityworks apps for new work flows.	
F-4	Conduct remote device training for field managers, supervisors, and superintendents as needed.	
FCD	Freeance Customer Prompt Pay 3% Discount. Payment must be received on or before December 31, 2020.	-150.00
	Quote is Good Until December 31, 2020.	
Thank You.		TOTAL \$4,850.00

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 RENEWAL OF THE FREEANCE MOBILE 12-MONTH PREMIER SUPPORT AND MAINTENANCE SUBSCRIPTION WITH TDC GROUP, INC. FOR THE CITY OF JACKSON'S CITYWORKS SYSTEM** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney BK

11/2/19

DATE

OFFICE OF THE CITY ATTORNEY
11/2/19
BK

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

WHEREAS, Tyler Technologies, Inc. has proposed a maintenance agreement that covers all software and support for the existing Tyler Technologies software, which comprises the Municipal Court Case Management System; and

WHEREAS, the maintenance agreement will begin November 1, 2020 through October 31, 2021. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current term; and

WHEREAS, the yearly cost of the maintenance agreement is \$76,464.27; and

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

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

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with Tyler Technologies, Inc. to provide maintenance of software for the City of Jackson's Municipal Court Case Management System, with said maintenance being provided at a cost of \$76,464.27, from November 1, 2020 through October 31, 2021.

Agenda Item # 28
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/28/20

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	Brief Description	Software maintenance agreement with Tyler Technologies, Inc.																																													
2.	Purpose	To provide software support for Incode Case Management System.																																													
3.	Who will be affected	Administration																																													
4.	Benefits	This software maintenance will provide software updates, problem resolution and restore assistance for the Incode Court Case Management System.																																													
5.	Schedule (beginning date)	November 1, 2020 through October 31, 2021																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Administration																																													
8.	COST	\$ 76,464.27																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Technology Fund – 004.904.00.6464																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</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 Administration



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

MEMORANDUM

DATE: October 28, 2020
TO: Mayor Chokwe A. Lumumba
FROM: LaaWanda Horton, Director of Administration
SUBJECT: Maintenance agreement with Tyler Technologies, Inc for Incode Case Management Software Support

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

The cost of this annual contract is \$76,464.27 for the period of one year. As funds are available for this purchase from the technology fund, and staff from the Department of Administration have reviewed this contract for technical soundness, I am recommending the execution of this maintenance agreement.

/mjr



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

Invoice

Invoice No	Date	Page
025-310930	10/01/2020	1 of 1

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



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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
47823 - 12359 - 12359	132315		USD	NET45	11/15/2020

Date	Description	Units	Rate	Extended Price
Maintenance Start: 01/Nov/2020, End: 31/Oct/2021				
	Disaster Recovery Services	1		\$5,000.00
	Incode Court Annual Fees	1		\$51,259.31
	Incode Document Management Annual Fees	1		\$14,470.49
	Incode Financials Annual Fees	1		\$1,734.47
	Incode Online Maintenance	1		\$0.00
	Tyler University	1		\$4,000.00

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

Subtotal	76,464.27
Sales Tax	0.00
Invoice Total	76,464.27



September 29, 2017

To Whom It May Concern:

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

Sincerely,

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

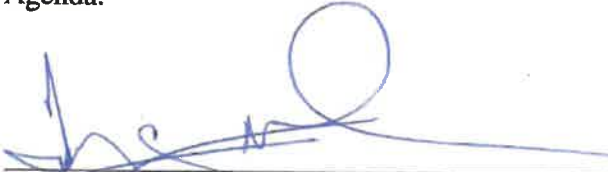
Janet Joiner
EVP – Finance
Local Government Division

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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



Timothy Howard, *City Attorney*
Briana Keeler, *Deputy City Attorney* BK

11/8/20

DATE

OFFICE OF THE CITY ATTORNEY
11/8/20
7:08

OFFICE OF THE CITY ATTORNEY
11/3/20
(8)

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF FRANCES HAMPTON TO THE MUNICIPAL ELECTION COMMISSION.

WHEREAS, the Municipal Election Commission consists of seven (7) members nominated by the Mayor for a term of four (4) years; and

WHEREAS, on October 13, 2020 the City Council of Jackson, Mississippi, confirmed Vernon Hartley to fill the vacancy for Ward 5 Election Commissioner;

WHEREAS, Vernon Hartley tenured his resignation on October 29, 2020, thereby creating a vacancy for Ward 5 Election Commissioner; and

WHEREAS, Frances Hampton, resident of Ward 5, after evaluation of her qualifications, has been appointed by the Mayor to fill the unexpired term of Vernon Hartley.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Frances Hampton to the Municipal Election Commission for Ward 5 be confirmed with said term to expire on June 30, 2021.

Agenda Item: _____

Date: November 10, 2020

By: Lumumba

Agenda Item # 29
Agenda Date: November 10, 2020

FRANCES HAMPTON

968 Royal Oak Drive, Jackson, MS 39209 | H: 601-497-9425 | fhampton58@gmail.com

SUMMARY

Skilled in all aspects of professional Social Work, case management, evaluation and assessments, surveys and interviews. Well developed communication skills demonstrated through interaction with clients and colleagues, extensive interviews, production of detailed written assessment reports, and the ability to establish and maintain professional relationships.

SKILLS

- . Client-focused
- . Quick learner
- . Results-oriented
- . File/records maintenance
- . Reports generation and analysis

EXPERIENCE

06/1982 to 06/2017 **Social Worker**
Hudspeth Regional Center — Pearl, MS
Conducts admission interviews to assess clients individually, in families, or in groups. Prepares social histories to determine which services are required to meet patients' needs. Collaborates with other professionals to coordinate clients' treatment plans. Monitors, evaluates, and records clients' progress regarding treatment goals. Counsels patients/clients/family members concerning the adjustment to treatment plans and/or daily routine. Conducts discharge interviews and prepares discharge reports. Responsible for writing evaluation reports and progress notes. Assess social skills and develop programs to teach social skills. Rotates and performs on call duties during and after regular working hours. Serves as a member of the Interdisciplinary Team.

EDUCATION AND TRAINING

1981 **Bachelor of Science: Social Work**
Jackson State University — Jackson, MS, United States
Graduated Summa Cum Laude

ACTIVITIES AND HONORS

- . Hinds County Foster Care Review Board
- . Jackson State University Social Work Advisory Board
- . National Association of Social Work
- . Friends of Hudspeth Center
- . Hudspeth Regional Center Human Rights Committee

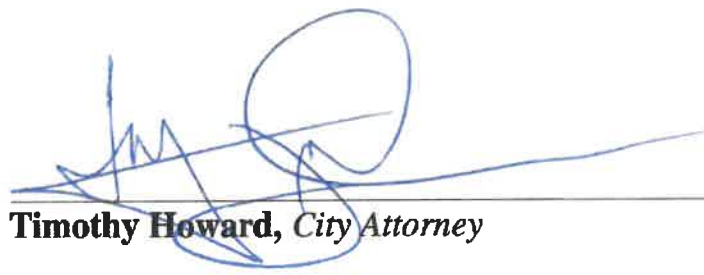
Office of the City Attorney

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
1/13/20
cel

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF FRANCES HAMPTON TO THE MUNICIPAL ELECTION COMMISSION** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

1/13/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI FAMILIES FOR KIDS (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
10/29/20

WHEREAS, the Mississippi Families for Kids in Jackson, Mississippi and the Dina Dinosaur Therapeutic Group Program is designed to support parents and teachers by providing interventions to enhance the opportunity for children who are having serious emotional and behavioral problems; and

WHEREAS, the goal of this program is to emotionally, socially, and cognitively connect with children at an early age and discover programs to decrease disruptive behaviors; and

WHEREAS, the City of Jackson is mutually interested in decreasing the number of families with children enrolled in the City of Jackson, Early Children Development Centers who have been identified at an early age as having aggressive and disruptive behaviors; and

WHEREAS, the Mississippi Families for Kids has agreed to provide services to parents and children enrolled in the City of Jackson's Early Childhood Development Centers in the form of behavior therapy and counseling with a licensed therapist; and

WHEREAS, the services provided by Mississippi Families for Kids to parents and children will not be billed to the City of Jackson but Medicaid, CHIPS, or other insurance available to the parent and children; and

WHEREAS, the City's understanding with Mississippi Families for Kids shall not be construed as creating a third party beneficiary relationship or a therapist-client relationship;

WHEREAS, the best interest of the children enrolled in the City's Early Childhood Development Centers will be served by authorizing the Mayor to execute an MOU with Mississippi Families for Kids.

WHEREAS, the city of Jackson will provide \$5,000 from the Healthy Babies Bright Future grant to Mississippi Families for Kids for Early Childhood related education, activities and programming.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute an MOU with the Mississippi Families for Kids related to City's participation in the DINA Project for a term beginning at execution and continuing until May 31, 2021 unless terminated prior to.

Agenda Item # 30
Agenda Date: November 10, 2020


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 05, 2020

POINTS		COMMENTS			
1.	Brief Description/Purpose	Order Authorizing the Mayor to Execute a memorandum of Understanding with the Mississippi Families for Kids (All Wards).			
2.	PURPOSE	Continue to provide intervention services as needed for preschool children.			
3.	Who will be affected	Children and families enrolled in the City of Jackson Early Childhood Development Program.			
4.	Benefits	Therapy & Counseling with a licensed therapist.			
5.	Schedule (beginning date)	Upon Approval			
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide.			
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human & Cultural Services/Early Childhood Development Division			
8.	COST	-0- Cost			
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other 	Other			
10.	EBO participation	ABE	_____ %	WAIVER	yes ___ no ___
		N/A			
		AABE	_____ %	WAIVER	yes ___ no ___
		N/A			
		WBE	_____ %	WAIVER	yes ___ no ___
		N/A			
		HBE	_____ %	WAIVER	yes ___ no ___
		N/A			
		NABE	_____ %	WAIVER	yes ___ no ___
		N/A			



Memorandum

To: The Honorable Chokwe Lumumba
From: Dr. Adriane Dorsey-Kidd, Director 
Department of Human and Cultural Services
Date: October 5, 2020

Re: ORDER AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH MISSISSIPPI FAMILIES FOR KIDS

The attached Order is requesting execution of a Memorandum of Understanding with Mississippi Families for Kids for the City's Participation in the Dinosaur Therapeutic Group Program. This program is an intervention service to support parents with children Enrolled in the City of Jackson, Early Childhood Development Program, whom have been observed by teachers, to have emotional and behavioral problems. The goal of this program is to emotionally, socially, and cognitively connect with children at an early age and to discover programs to decrease disruptive behaviors.

The City of Jackson will not be billed or held responsible for payment for any services, nor shall the City be responsible for generating bills for services. If you have any questions, please Lender Monson, ECD Manager at 601-960-0347

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 MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI FAMILIES FOR KIDS is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Monica D. Allen, Special Assistant 



Date

OFFICE OF THE CITY ATTORNEY
10/29/20

OFFICE OF THE CITY ATTORNEY
KIDD 11/3/20

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DEANTE MORGAN TO PROVIDE SOCIAL MEDIA/SOCIAL MARKETING SERVICES FOR THE HEALTHY BABIES BRIGHT FUTURES GRANT TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)

WHEREAS, the Bluegreen Alliance Foundation has awarded the City of Jackson, Mississippi ("City") funds to implement programs that will measurably reduce babies' exposure to toxic chemicals in the first 1000 days of development; and

WHEREAS, the Bluegreen Alliance Foundation requires all funded recipients to evaluate and report on the effectiveness of its programming; and

WHEREAS, it is the best interest of the City to hire an independent agent/agency to provide certain services to ensure the effectiveness of the program; and

WHEREAS, Deante Morgan is capable and qualified to provide social media and marketing services as contemplated by the grant received from the Bluegreen Alliance Foundation.

IT IS HEREBY ORDERED that the Mayor be authorized to execute and submit an agreement with Deante Morgan in an amount not to exceed Five Hundred Dollars (\$500) for the provision of social media and marketing services as contemplated by The Bluegreen Alliance Foundation related to its collaboration with the Bright Cities Program of Healthy Babies Bright Futures.

(Kidd, Lumumba)

Agenda Item # 31
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 10/30/2020

POINTS		COMMENTS							
1.	Brief Description/Purpose	Order authorizes an agreement with Deante Morgan to provide social media/social marketing services for The Bluegreen Alliance Foundation /Healthy Babies Bright Futures Grant to the City of Jackson.							
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life							
3.	Who will be affected	Families with children 0-5 years old.							
4.	Benefits	Education							
5.	Schedule (Beginning date) (Completion date)	Upon approval							
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide							
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services							
8.	COST	\$500.00							
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other 	Bluegreen Alliance Foundation Grant Healthy Babies Bright futures 340 433 65 6419							
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A
		AABE	_____ %	WAIVER	yes	___	no	___	N/A
		WBE	_____ %	WAIVER	yes	___	no	___	N/A
		HBE	_____ %	WAIVER	yes	___	no	___	N/A
		NABE	_____ %	WAIVER	yes	___	no	___	N/A

Department of Human and Cultural Services



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

MEMO

TO: The Honorable Chokwe Antar Lumumba
Mayor

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

DATE: October 30, 2020

SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DEANTE MORGAN TO PROVIDE SOCIAL MEDIA / SOCIAL MARKETING SERVICES FOR THE HEALTHY BABIES BRIGHT FUTURES GRANT TO THE CITY OF JACKSON.

This agenda item authorizes the execution of a contractual agreement with Deante Morgan to provide social media/social marketing services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
MHA 11/3/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DEANTE MORGAN TO PROVIDE SOCIAL MEDIA/SOCIAL MARKETING SERVICES FOR THE HEALTHY BABIES BRIGHT FUTURES GRANT TO THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Timothy C. Howard, City Attorney

Monica D. Allen, Special Assistant to City Attorney 

11/3/20

Date

OFFICE OF THE CITY ATTORNEY
11/11/20

ORDER RESCINDING THE MATCHING GRANT AWARDED TO THE MISSISSIPPI SYMPHONY ORCHESTRA, AND AUTHORIZING A MATCHING GRANT TO MAXIMUS WRIGHT PRODUCTIONS FOR DEVELOPMENT AND SUPPORT OF THE ARTS

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

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2019-2020 fiscal year for the promotion and development of the arts; and

WHEREAS, the budgeted funds were subject to be allocated on a competitive basis; and

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

WHEREAS, the Mississippi Symphony Orchestra was awarded a matching grant in the amount of Seven Thousand, Five Hundred Dollars on September 1, 2020, and subsequently declined the award; and

WHEREAS, the administration recommends that the budgeted funds granted to the Mississippi Symphony Orchestra on September 1, 2020 for the 2019-2020 Fiscal Year be rescinded, and funds in the 2020-2021 Fiscal Year budget be awarded to the following organization on a matching grant basis:

Arts Grants	
Maximus Wright Productions at 108 Foxgate Place, Jackson, MS 39211	\$7,500.00
Total:	\$7,500.00

IT IS THEREFORE ORDERED that the matching grant awarded during the City of Jackson's 2019-2020 Fiscal Year to the Mississippi Symphony Orchestra on September 1, 2020 in the amount of Seven Thousand, Five Hundred Dollars is hereby rescinded.

IT IS FURTHER ORDERED that budgeted matching grant funds for the City of Jackson's 2020-2021 Fiscal Year for the promotion and development of the arts are hereby awarded to the following organization:

Arts Grants	
Maximus Wright Production at 108 Foxgate Place, Jackson MS 39211	\$7,500.00
Total:	\$7,500.00

Agenda Item # 32
Agenda Date: November 10, 2020

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary to effectuate said matching grant.

By: Dorsey-Kidd, Lumumba

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 10/26/2020

POINTS		COMMENTS																																								
1.	Brief Description/Purpose	Order authorizing to rescind the amount of \$7500.00 from the Mississippi Symphony Orchestra as they declined the award. Authorizing the donation of matching contributions to Maximus Wright Productions at 108 Foxgate Place, Jackson, MS 39211 for development and support of arts and authorizing the Mayor to execute contracts with various organizations.																																								
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life Economic Development																																								
3.	Who will be affected	The general public																																								
4.	Benefits	Increased and improved services in the City of Jackson																																								
5.	Schedule (Beginning date) (Completion date)	As soon as approved																																								
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																								
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services																																								
8.	COST	Maximus Wright Production \$7,500.00																																								
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Funds Acct# 001 43300 6742																																								
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</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> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</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> </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 Human and Cultural Services



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

MEMO

To: Mayor Chokwe Antar Lumumba

From: Dr. Adriane Dorsey-Kidd
Director

ADK

Date: October 26, 2020

Re: ORDER AUTHORIZING TO RECIND THE AMONT OF \$7500.00 FROM THE MISSISSIPPI SYMPHONY ORCHESTRA AS THEY DECLINED THE AWARD. AUTHORIZING THE DONATION OF MATCHING CONTRIBUTIONS TO MAXMUS WRIGHT PRODUCTIONS AT 108 FOXGATE PLACE, JACKSON MS 39211 FOR DEVELOPMENT AND SUPPORT OF ARTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH VARIOUS ORGANIZATIONS.

The City of Jackson is authorizing funds be awarded to Maximus Wright Production for the Film Festival. Please see attached email from Dr. Robert Blaine.

If you have questions, please let me know.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/13/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RESCINDING THE MATCHING GRANT AWARDED TO THE MISSISSIPPI SYMPHONY ORCHESTRA, AND AUTHORIZING A MATCHING GRANT TO MAXIMUS WRIGHT PRODUCTIONS FOR DEVELOPMENT AND SUPPORT OF THE ARTS** is legally sufficient for placement in NOVUS Agenda.



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



11/13/20

Date

OFFICE OF THE CITY ATTORNEY
10/27/20

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT #1521-25, 1531-25, 1121-25, AND 1031-25 WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/AREA AGENCY ON AGING FOR THE 2020-21 FISCAL YEAR FOR THE CONGREGATE MEALS, HOME DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON (All Wards).

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”), implemented Congregate Meals, Home Delivered Meals, Transportation, and Outreach Services in 1972, and has continued the provision of said services since that time; and

WHEREAS, in Fiscal Year 2019-20, the City of Jackson served 330 persons in the Congregate Meals Program; 402 persons in the Home Delivered Meals Program; 265 persons in the Transportation Program; and 3,049 persons in the Outreach Program; and

WHEREAS, the Central Mississippi Planning and Development District/Area Agency on Aging has informed the City of Jackson that it is eligible to receive federal funds in the amount of Seven Hundred Twenty-Five Thousand and Four Hundred and Twenty-Seven Dollars (\$725,427) and state funds in the amount of Seven Thousand Four Hundred and Fourteen Dollars (\$7,414); and

WHEREAS, the City must provide a local cash match of Two Hundred and Forty-Eight Thousand and Four Hundred and Seventy-Four Dollars (\$248,474); and

WHEREAS, the City must provide a local in-kind match of Sixty Thousand and One Hundred and Seventy-Eight Dollars (\$60,178).

IT IS HEREBY ORDERED that the Mayor be authorized to execute Contract #1521-25,1531-25,1121-25,1031-25 with Central Mississippi Planning and Development District/Area Agency on Aging for funding of Congregate Meals, Home Delivered Meals, Transportation, and Outreach Services for the period of October 1, 2020 through September 30, 2021.

IT IS FURTHER ORDERED that the local match of Two Hundred and Forty-Eight Thousand and Four Hundred and Seventy-Four Dollars (\$248,474) and the local in-kind match of Sixty Thousand and One Hundred and Seventy-Eight Dollars (\$60,178) be provided from the General Fund.

Agenda Item # 33
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/29/20
DATE

POINTS		COMMENTS																													
1.	Brief Description/Purpose	Contractual Agreement with Central Mississippi Planning and Development District to provide services to elderly citizens. Purpose is to provide congregate meals, home delivered meals, transportation, and outreach services to persons sixty years of age or older for the 2020-21 fiscal year.																													
2.	Mayoral Priority Addressed <ul style="list-style-type: none"> ○ Public Safety ○ Economic Development ○ Housing ○ Infrastructure ○ Education 	None																													
3.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life																													
4.	Who/What will be affected & Benefits	Programs improve the quality of life for elderly/disabled residents of the City of Jackson.																													
5.	<ul style="list-style-type: none"> ○ Contract ○ Project (Beginning date) (Completion date)	October 1, 2020 -September 30, 2021																													
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																													
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services Senior Services Division																													
8.	COST	\$1,042,693																													
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	Federal	\$725,427	State	\$7,414	Local	\$248,474	In-Kind	\$60,178	Program Income	\$1,200																				
10.	EBO participation	ABE	_____ %	WAIVER	yes ___ no ___	N/A	___	AABE	_____ %	WAIVER	yes ___ no ___	N/A	___	WBE	_____ %	WAIVER	yes ___ no ___	N/A	___	HBE	_____ %	WAIVER	yes ___ no ___	N/A	___	NABE	_____ %	WAIVER	yes ___ no ___	N/A	___

MEMO

**TO: The Honorable Chokwe A. Lumumba
Mayor**

FROM: Adriane Kidd, Ed.D., Director 
Department of Human and Cultural Services

DATE: October 29, 2020

SUBJECT: ORDER AUTHORIZING CMPDD CONTRACTUAL AGREEMENT

This agenda item authorizes the execution of a contractual agreement with Central Mississippi Planning and Development District to provide Congregate Meals, Home Delivered Meals, Outreach Services, and Transportation Services to the elderly citizens in the City of Jackson. The term period is from October 1, 2020 through September 30, 2021. Funding to be applied to this program is as follows: federal funding of \$725,427; state funding of \$7,414; local cash match of \$248,474; local in-kind match of \$60,178; and program income donations in the amount of \$1,200. The contract total is \$1,042,693.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT #1521-25, 1531-25, 1121-25, AND 1031-25 WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/AREA AGENCY ON AGING FOR THE 2020-21 FISCAL YEAR FOR THE CONGREGATE MEALS, HOME DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Monica D. Allen, Special Assistant 

10/29/20
Date

OFFICE OF THE CITY CLERK
 MADE
 11/13/20

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

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

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

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

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

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

WOLSELEY INDUSTRIAL GROUP POST OFFICE BOX 100286 ATLANTA, GA 30384-0286	PPE Items: Masks, Gloves, Gowns, Hand Sanitizer, Handheld Sprayers	\$155,537.26
STAFFERS POST OFFICE BOX 16466 JACKSON, MS 39236-6466	COVID-19 Temporary Staff	\$3,553.76
L&N ENTERPRISES LLC 123 BICKHAM LN FLORENCE, MS 39073	Deep Cleaning and Weekly Spray Services for COVID-19	\$177,046.80
MANGIA BENE CATERING 4465 I-55 NORTH JACKSON, MS 39206	Non-Congregate Sheltering meals for COVID-19 positive constituents	\$232.16
CINTAS POST OFFICE BOX 630921 CINCINNATI, OH 45263-0921	Weekly Spray and Hand Sanitizing Services	\$39,688.25
NEW SOUTH CHEMICAL & PAPER CO. INC	COVID-19 Disinfecting Supplies	\$2,488.64

Agenda Item # 34
 Agenda Date: November 10, 2020

P O BOX 11247 JACKSON, MS 39283 WLBT.COM	COVID-19 Social Media Marketing	\$3,000.00
715 SOUTH JEFFERSON STREET JACKSON, MS 39201		
KJ&E HOLDINGS, INC. 508 RESERVE DR. CLINTON, MS 39056	PPE Items: Masks, Gloves, Gowns, Hand Sanitizer, Handheld Sprayers	\$19,355.00

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

(SANDERS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 21, 2020

DATE


POINTS	COMMENTS																																													
1. Brief Description/Purpose	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.																																													
2. Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Quality of Life																																													
3. Who will be affected	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
4. Benefits	Authoring payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.																																													
5. Schedule (beginning date)	Upon council approval																																													
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																													
<input type="checkbox"/> Action implemented by: <ul style="list-style-type: none"> ▪ City Department 7. ▪ Consultant 	Mayor's Office																																													
8. COST	\$400,901.87																																													
<input type="checkbox"/> Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond 9. ▪ Other 	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

MEMORANDUM

Office of the Mayor
(601) 960-1084



TO: Honorable Members of the Jackson City Council

FROM: Keyshia E. Sanders,  Constituent Services

DATE: October 21, 2020

RE: **Order authorizing payment of invoices for certain services and commodities purchased for the purpose of advancing the public health, safety and welfare of the City of Jackson during the COVID-19 Pandemic**

The Department of Constituent Services is requesting that said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.

ORDER OF THE CITY OF JACKSON, MISSISSIPPI, ACCEPTING ALLOCATED FUNDS FROM THE MISSISSIPPI EMERGENCY RELIEF FUND PROGRAM FOR PAYROLL EXPENSES FOR PERSONNEL MITIGATING COVID-19 (ALL WARDS)

APPROVED BY THE CITY CLERK
10/25/20

WHEREAS, the Mississippi Emergency Relief Fund Program allocated funds to the City of Jackson, Mississippi, for payroll expenses for personnel mitigating COVID-19; and

WHEREAS, the Mississippi Emergency Relief Fund Program allocated funds to the City of Jackson, Mississippi in the amount of Four Million, Sixty-Four Thousand, Forty-Three Dollars and Thirteen Cents (\$4,064,043.13), for payroll expenses for personnel mitigating COVID-19.

IT IS, THEREFORE, ORDERED that the City of Jackson, Mississippi hereby accepts allocated funds from Mississippi Emergency Relief Fund Program in the amount of Four Million, Sixty-Four Thousand, Forty-Three Dollars and Thirteen Cents (\$4,064,043.13), for payroll expenses for personnel mitigating COVID-19.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents to accept said funds.

ITEM#: _____

DATE: _____

BY: SANDERS, LUMUMBA

Agenda Item # 35
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**October 21, 2020
DATE**

POINTS	COMMENTS
1. Brief Description/Purpose	Authorizes the Mayor to accept the allocation from MS Emergency Relief Program
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life
3. Who will be affected	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.
4. Benefits	Allocated funds to the City of Jackson, MS for payroll expenses for personnel mitigating COVID-19
5. Schedule (beginning date)	Upon council approval
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department 7. ▪ Consultant	Mayor's Office
8. COST	No direct monetary cost. Time of municipal personnel required.
<input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond 9. ▪ Other	Mississippi Emergency Relief Fund Program allocated funds to the City of Jackson, MS for payroll expenses for personnel mitigating COVID-19
10. EBO participation	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>


Revised 2-04

MEMORANDUM

Office of the Mayor
(601) 960-1084



TO: Honorable Members of the Jackson City Council

FROM: Keyshia E. Sanders,  Constituent Services

DATE: October 21, 2020

RE: **Order accepting allocated funds from the Mississippi Emergency Relief Program the city of Jackson, MS for payroll expenses for personnel mitigating COVID-19**

Mississippi Emergency Relief Fund Program allocated funds has Four Million Sixty-Four Forty-Three Dollars and Thirteen Cents (\$4,064,043.13), for payroll expenses for personnel mitigating COVID-19.

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
10/29/20

OFFICE OF THE CITY ATTORNEY

This **ORDER OF THE CITY OF JACKSON, MISSISSIPPI, ACCEPTING ALLOCATED FUNDS FROM THE MISSISSIPPI EMERGENCY RELIEF FUND PROGRAM FOR PAYROLL EXPENSES FOR PERSONNEL MITIGATING COVID-19** is legally sufficient for placement in NOVUS Agenda.



Timothy C. Howard, *City Attorney*

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

10/29/20

Date

**ORDER AUTHORIZING A SERVICE AGREEMENT BETWEEN
STERICYCLE, INC. AND JPD FORENSIC CRIME LAB FOR
BIOHAZARDOUS REGULATED MEDICAL WASTE DISPOSAL**

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, the Jackson Police Department's Forensic Crime Lab uses equipment that requires special Biohazardous Regulated Medical Waste Disposal; and

WHEREAS, the City of Jackson Police Department's Forensic Crime Lab is valuable Investigative counterpart with a unique purpose for the Department's Investigation Division; and

WHEREAS, Stericycle, Inc. is the sole source Biohazardous Regulated Medical Waste Disposal provider for this region.

IT IS, THEREFORE, ORDERED that the Service Agreement be accepted for waste disposal in the amount of \$1,150.00 monthly.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson Police Department Fund-1 Account 001-442-25-6419.

APPROVED FOR AGENDA:

Item # _____
Agenda Date: _____
By: _____

DAVIS, LUMUMBA

Agenda Item # 36
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 21, 2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Order Authorizing A Service Agreement between Stericycle, Inc. and JPD Forensic Crime Lab for Biohazardous Regulated Medical Waste Disposal																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.																																													
3. Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.																																													
4. Benefits	Biohazardous Regulated Medical Waste Disposal.																																													
5. Schedule (beginning date)	ASAP																																													
6. Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE																																													
7. Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Jackson Police Department																																													
8. COST	\$1,150.00 per month																																													
9. Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	001.442.25.6419																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						



Account/Site #5014095-001
Generator ID#:

Service Agreement
Effective Date 9-1-2020 between Stericycle, Inc and JPD Forensic Crime Lab

Service Address

Customer/Company Name: JPD Forensic Crime Lab
Address 1: 514 E Court St
Address 2: _____
City/State/Zip: Jackson, MS 392012923
Phone #: (601) 960-1285
Fax: (601) 960-2452
E-Mail: jdgcenric2000@yahoo.com

Billing Address

Address 1: 327 E Pascagoula St
Address 2: _____
City/State/Zip: Jackson, MS 392014204
Phone #: (601) 960-1285
Fax: _____
E-Mail: jdgcenric2000@yahoo.com

Services Included checked below (Reference Attachment "Service Descriptions" for details)	Allotted Annual Containers	Allotted Annual Stops	Additional Stop Charge	Additional Container / Over Weight / Envelope Charge	Monthly Service Fee		
<input checked="" type="checkbox"/> Biohazardous Regulated Medical Waste Disposal Service Level: Steri-Safe Preferred OSHA Compliance Solutions	12	6	\$75	Current container rate plus 10%	\$1,150.00		
<input type="checkbox"/> Stericycle Reusable Sharps Program (Only available with purchase of "Biohazardous Regulated Medical Waste Disposal" service)	-	-	-	-	\$0.00		
<input type="checkbox"/> Fixer / Developer - Photo Processing Disposal Service	0	-	-	-	\$0.00		
<input type="checkbox"/> Pathological / Trace Chemotherapy Disposal Service	0	-	-	-	\$0.00		
<input type="checkbox"/> Pharmaceutical Waste Disposal	0	-	-	-	\$0.00		
<input type="checkbox"/> CaRx Controlled Substance Waste Service (Only available with purchase of "SDDG" service)	0	-	-	0	\$0.00		
<input type="checkbox"/> HIPAA Steri-Safe	-	-	-	-	\$0.00		
<input type="checkbox"/> Biohazardous Regulated Medical Waste Disposal - Transactional	Box Type (WA Only)	*Price per Box	Price per Stop	Min. Boxes per Pickup	Scheduled Frequency	No Waste Fee	**Minimum Pickup Fee

* Price per Box: WA only - based on WUTC Tariff pricing
** Minimum Pickup Fee: WA only = \$18.00 minimum monthly fee.

Monthly Service Fee Total: \$1,150.00

Minimum Pickup Fee Total: N/A

Fuel Charge (per stop): \$0.00

Energy Fee (per stop): \$0.00

Environmental Fee: 0%

Record Retention Fee (per stop): \$0.00

Total Monthly Service Fee: \$1,150.00

Billing Schedule: Monthly

Includes All Fees (Additional taxes May Apply)

During the first 12 months of the Agreement, Stericycle will not increase the above fees.

Thereafter, fees will not increase by more than 5.00% annually.

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

*The offer will expire 9-15-2020

Stericycle:

Contracting Entity: Stericycle, Inc.

Name: Teddy Burkett

Title: _____

Date: _____

Signature: _____

Customer:

Customer/Company Name: JPD Forensic Crime Lab

Name: _____

Title: _____

Date: _____

Signature: _____

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

4010 Commercial Ave., Northbrook, IL 60062 • Phone: (847) 943-6537 • Fax: (888) 546-7381

Office Use Only: Code#S1150.00.80.00

Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customer@stericycle.com.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

* Un-dispensed from DEA Registrant

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at customer@stericycle.com

We protect what matters.

© 2018 Stericycle, Inc. All rights reserved. (Rev. 2)





Pharmaceutical Waste Disposal

Drug Disposal Service

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally-friendly solutions to protect your communities and waterways.

Hazardous Drug Disposal Service

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

Seal&Send™ Controlled Substance Envelopes

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users; 50 envelopes per location annually.

CsRx² Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.

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 A SERVICE AGREEMENT BETWEEN STERICYCLE, INC. AND JPD FORENSIC CRIME LAB FOR BIOHAZARDOUS REGULATED MEDICAL WASTE DISPOSAL is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

James Anderson, Deputy City Attorney 

01/4/20
Date

OFFICE OF THE CITY ATTORNEY
1/11/20

**ORDER AUTHORIZING PAYMENT OF \$16,091.10 TO STERICYCLE, INC
FOR THE JPD FORENSIC CRIME LAB.**

WHEREAS, the Jackson Police Department's Forensic Crime Lab uses equipment that requires special Biohazardous Regulated Medical Waste Disposal; and

WHEREAS, the City of Jackson Police Department's Forensic Crime Lab is a valuable Investigative counterpart with a unique purpose for the Department's Investigation Division; and

WHEREAS, Stericycle, Inc. has provided special Biohazardous Regulated Medical Waste Disposal services for the Jackson Police Department's Forensic Crime Lab.

IT IS, THERFORE, ORDERED that payment be made to Stericycle, Inc. for the services rendered in the amount of \$16,091.10.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

APPROVED FOR AGENDA:

Item # _____
Agenda Date: _____
By: _____

DAVIS, LUMUMBA

Agenda Item # 37
Agenda Date: November 10, 2020



INVOICE

INVOICE DATE 09/30/2020
 INVOICE NUMBER 4009659658
 CUSTOMER NUMBER 5014095
 Site & Purchase Order Info on Reverse Page

JPD FORENSIC CRIME LAB
 FISCAL AFFAIRS DEPARTMENT
 327 E PASCAGOULA ST
 JACKSON, MS 39201-4204



For billing, scheduling or customer service:
 (866) 783-7422
 Hours: (Mon - Fri) 8:00 AM - 6:00 PM
 CustomerCare@Stericycle.com

PAYMENT NEEDED TO AVOID COLLECTION AGENCY REFERRAL

ACCOUNT SUMMARY

DESCRIPTION	DATE	AMOUNT	TOTAL
PREVIOUS BALANCE			\$14,303.20
CURRENT ADJUSTMENTS			\$0.00
CURRENT INVOICE CHARGES	Includes Steri-Safe Compliance Solutions (See Reverse Page For Details)		\$1,787.90
TOTAL ACCOUNT BALANCE DUE UPON RECEIPT			\$16,091.10

CERTIFICATION: The material listed on the manifest(s) (infectious medical waste) has been treated in accordance with the requirements of federal, state, and local regulations governing the treatment of such waste. A copy of this certificate, applicable manifests, and the appropriate logs will remain on file with the company. For customers in WI, this invoice also serves as a certification of destruction.

Account History					
Please disregard if payment has been sent.					
Current	1 - 30 days Past Due	31 - 60 days Past Due	61 - 90 days Past Due	90+ days Past Due	Total Account Balance
\$1,787.90	\$1,787.90	\$1,787.90	\$1,787.90	\$8,939.50	\$16,091.10

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE. TO ENSURE TIMELY POSTING OF YOUR PAYMENT, PLEASE ALLOW 5 DAYS FOR MAILING.



Stericycle, Inc.
 2355 Waukegan Rd
 Bannockburn, IL 60015

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
4009659658	09/30/2020	5014095
TOTAL ACCOUNT BALANCE DUE UPON RECEIPT		\$16,091.10
TOTAL AMOUNT ENCLOSED		\$
To pay your invoice with an electronic payment method please visit www.MyStericycle.com or call 866-783-7422.		

To update your account information and more visit MyStericycle.com

0005014095 4009659658 0000178790 3 010009

ADDRESSEE:

REMIT TO:

JPD FORENSIC CRIME LAB
 FISCAL AFFAIRS DEPARTMENT
 327 E PASCAGOULA ST
 JACKSON, MS 39201-4204

STERICYCLE, INC.
 P.O. BOX 6575
 CAROL STREAM, IL 60197-6575

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 7, 2020

DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order Authorizing Payment of \$16,091.10 to Stericycle, Inc. for the JPD Forensic Crime Lab					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.					
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.					
4.	Benefits	Biohazardous Regulated Medical Waste Disposal.					
5.	Schedule (beginning date)	ASAP					
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE					
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department					
8.	COST	\$16,091.10					
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001.442.25.6419					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____


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 26, 2020

Subject: Authorizing the Payment to Stericycle, Inc.

It is my recommendation that the Jackson Police Department authorize payment to Stericycle, LLC for services rendered. The Jackson Police Department's Forensic Crime Lab uses equipment that requires special biohazardous regulated medical waste disposal. The Jackson Police Department has selected Stericycle, LLC to accept the waste disposal in the amount of \$1,150.00 monthly.

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 PAYMENT OF \$16,091.10 TO STERICYCLE, INC FOR THE JPD FORENSIC CRIME LAB** is legally sufficient for placement in NOVUS Agenda



Timothy Howard, City Attorney

James Anderson, Deputy City Attorney 

11/4/20
Date

11/4/20
OFFICE OF THE CITY ATTORNEY


ORDER AUTHORIZING PAYMENT OF \$13,966.00 TO SOUTHERN CONNECTION POLICE SUPPLIES LLC, FOR STRIPING TO THE NEW JPD PATROL VEHICLES.

WHEREAS, the City of Jackson Police Department require that police vehicles be adequately marked; and

WHEREAS, the City of Jackson Police Department requires marking according to Section 25-1-87, Mississippi Code of 1972 as amend, prescribes the manner in which municipal owned or leased vehicles are to be marked and equipped; and

IT IS, THEREFORE, ORDERED that payment be made to Southern Connection Police Supplies LLC, for the performance rendered of this task in the amount of \$13,966.00.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson Police General Fund-1.

APPROVED FOR AGENDA:

Item # _____
Agenda Date: _____
By: _____

DAVIS, LUMUMBA

Agenda Item # 38
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 6, 2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Order Authorizing Payment of \$13,966.00 to Southern Connection Police Supplies LLC, for Striping to the new JPD Patrol Vehicles.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.																																													
3. Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.																																													
4. Benefits	Police vehicles are required to be adequately striped according to Section 25-1-87.																																													
5. Schedule (beginning date)	ASAP																																													
6. Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE																																													
7. Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Jackson Police Department																																													
8. COST	\$13,966.00																																													
9. Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	001.442.40.6855																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						


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 26, 2020

Subject: Authorizing the Payment to Southern Connection Police Supplies, LLC.

It is my recommendation that the Jackson Police Department authorize payment to Southern Connection Police Supplies, LLC for services rendered on the new police Dodge Durango. The SUV's require marking according to Section 25-1-87, Mississippi Code of 1972.

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

274 Commerce Park
 Dr. Ste-M
 Ridgeland, MS 39157



Invoice

601-853-3106

Date	Invoice #
10/2/2020	16137

Bill To
 JACKSON POLICE DEPT
 327 E PASCAGOULA ST
 JACKSON, MS 39205

Ship To

P.O. No.	Terms	Due Date	Account #	Project	
JIMMERSON	Net 30	11/1/2020			
Description			Qty	Rate	Amount
VEHICLE GRAPHICS PER SQFT VINYL GRAPHICS FOR VEHICLES INSTALLED			23	589.00	13,547.00T
VEHICLE GRAPHICS PER SQFT Taurus rear			1	59.00	59.00T
VEHICLE GRAPHICS PER SQFT Motors			1	160.00	160.00T
VEHICLE GRAPHICS PER SQFT BCA hood			1	200.00	200.00T
				0.00%	0.00

Thank you for your business!

Total	\$13,966.00
Payments/Credits	\$0.00
Balance Due	\$13,966.00

Notify us immediately of any shortage or damage.
 This invoice will be the only copy sent. Please remit payment within terms.
 Interest charge of 1.5% per month applied after due date.
 Thank you for your business.

Jackson Police Department



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

TO: James A. Davis, Chief of Police @ 10/6/2020
VIA: Joseph Wade, Assistant Chief 10-6-20
Vincent Grizzell, Deputy Chief 10-6-20
Support Services
Lee Robinson, Commander 10-5-20
FROM: George Jimerson, Corporal
DATE: October 6, 2020
RE: Authorizing the Payment to Southern Connection Police Supplies LLC

The content of this memorandum is to authorize to payment to Southern Connection Police Supplies LLC for services rendered on the New Police Dodge Durangos. The SUVs require marking according to Section 25-1-87, Mississippi Code of 1972.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/14/20

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF \$13,966.00 TO SOUTHERN CONNECTION POLICE SUPPLIES LLC, FOR STRIPING TO THE NEW JPD PATROL VEHICLES is legally sufficient for placement in NOVUS Agenda.

[Handwritten mark]

[Handwritten signature]

Timothy Howard, City Attorney
James Anderson, Deputy City Attorney *[Handwritten initials]*

[Handwritten date]

Date

**ORDER AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE
MAINTAINING OF AREAS OCCUPIED BY JACKSON POLICE
DEPARTMENT (JACKSON TRAINING ACADEMY, JACKSON PISTOL
RANGE, JACKSON POLICE DEPARTMENT ANIMAL CONTROL AND
JACKSON POLICE DEPARTMENT REAL TIME COMMAND CENTER.**

OFFICE
TOBIA
[Signature]

WHEREAS, the City of Jackson Police Department is in need of equipment to maintain the areas of operation on a day to day bases; and

WHEREAS, DeViney Equipment has the State Contract on the equipment that is needed by the Jackson Police Department to maintain operations in occupied areas; and

IT IS, THEREFORE, ORDERED that the equipment be purchased from DeViney Equipment (State Contract) for the amount of \$27,119.18.

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

APPROVED FOR AGENDA:

Item # _____
Agenda Date: _____
By: _____

DAVIS, LUMUMBA

Agenda Item # 39
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 20, 2020
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order Authorizing the Purchase of Equipment for the Maintaining of areas occupied by Jackson Police Department (Training Academy, Pistol Range, Animal Control and RTCC).	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Neighborhood Enhancement.	
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.	
4.	Benefits	To The Areas Safe and Groomed	
5.	Schedule (beginning date)	ASAP	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE	
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Jackson Police Department	
8.	COST	\$27,119.18	
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	Fund-2 Auction Proceeds	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ 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 26, 2020

Subject: Authorizing the Payment to DeViney Equipment

It is my recommendation that the Jackson Police Department authorize payment to DeViney Equipment for equipment purchased for maintaining of areas occupied by Jackson Police Department, Jackson Training Academy, Jackson Pistol Range, Jackson Police Department Animal Control and Real Time Command Center.

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

Deviney Equipment
P.O. Box 7179
Jackson, MS. 39282
601-373-9531



www.devineyequipment.com

Deviney Rental and Supply
2173 Hwy 51
Madison, MS. 39110
601-859-0020

EQUIPMENT PROPOSAL

TO: City of Jackson Police Department
327 E. Pascagoula Street
Jackson, MS. 39205

Phone: _____
Email: gjimerson@city.jackson.ms.us

DATE: 9/17/2020

QUOTED BY: JAMES ROSE

Purchase Order: _____
C/MER APPROVAL: _____

	DESCRIPTION OF MATERIAL	List Price:	State Price
1	Kubota ZD1211-3-72 Mower, 72", 24.8HP Kubota Diesel	\$17,355.49	\$13,884.39
1	Kubota ZD1211-3-60 Mower, 60", 24.8HP Kubota Diesel	\$16,543.49	\$13,234.79
	These machines would be available for Delivery by September 25th.		
	State Contract # 8200050317		
	MS Sales Tax is not included in Prices above.		
	SUB-TOTAL		
	TRADE		
	TRADE SERIAL#		
	SALES TAX		
	TOTAL TO BE PAID		

WARRANTY: STANDARD MANUFACTURERS WARRANTY APPLIES. NO WARRANTY ON USED EQUIPMENT UNLESS STATED.

PRICES ARE FIRM FOR _____ DAYS FROM THE DATE OF THIS PROPOSAL
APPLICABLE SALES TAX WILL BE IN ADDITION TO THE PRICES QUOTED. THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE ORDER UNLESS OTHERWISE STATED. ALL QUOTED PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND THOSE IN EFFECT ON DATES OF SHIPMENT SHALL PREVAIL.

DELIVERY: CAN BE MADE WITHIN _____ DAYS OF RECEIPT OF WRITTEN PURCHASE ORDER, SUBJECT TO STRIKES, ACTS OF GOD, ACTIONS OF THE GOVERNMENT OR OTHER CAUSES BEYOND OUR CONTROL.

Jackson Police Department



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

TO: Destiney Williams, Purchasing Manager

Via: Vincent Grizzell, Deputy Chief
Support Services

FROM: George Jimerson, Corporal *el*

DATE: September 21, 2020\

RE: Letter of Justification (Maintenance Equipment)

This letter is for the justification of need for equipment to maintain buildings and areas that are utilized by the Jackson Police Department. The equipment needed is on State Contract and is ready and available for delivery.

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
11/4/30
JH

This ORDER AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE MAINTAINING OF AREAS OCCUPIED BY JACKSON POLICE DEPARTMENT (JACKSON TRAINING ACADEMY, JACKSON PISTOL RANGE, JACKSON POLICE DEPARTMENT ANIMAL CONTROL AND JACKSON POLICE DEPARTMENT REAL TIME COMMAND CENTER is legally sufficient for placement in NOVUS Agenda. *JH*

[Signature]
Timothy Howard, City Attorney

James Anderson, Deputy City Attorney *[Signature]*

11/4/30
Date

OFFICE OF THE ATTORNEY GENERAL

ORDER AUTHORIZING THE PURCHASE OF THIRTEEN NEW VEHICLES FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, the City of Jackson Police Department's Patrol Operation Division is in need of vehicles to operate successfully; and is adequate in size to better serve and protect all citizens and complete their lawful duties; and

WHEREAS, the State Contract No. 8200053622 provides such a vehicle 2021 Dodge Durango SSV according to the requirements, specifications and needs of the Jackson Police Department Patrol Operation Division for the amount of \$27,610.00 each.

IT IS, THEREFORE, ORDERED that the purchase of the (13) 2021 Dodge Durango SSVs are hereby authorized in the amount of \$358,930.00 be made from Pine Belt CDJR Inc.

IT IS FURTHER ORDERED that payment for said services be made from Police Fund-I (Acct. 001.442.40.6868).

APPROVED FOR AGENDA:

Item # _____
Agenda Date:

By: _____
Davis, Lumumba

Agenda Item # 40
Agenda Date: November 10, 2020


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 7, 2020
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order Authorizing the Purchase of New Vehicles for the City of Jackson Police Department's Patrol Division.					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.					
3.	Who will be affected	City of Jackson Police Department.					
4.	Benefits	City of Jackson Police Department Patrol Division					
5.	Schedule (beginning date)	August 8, 2019					
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE					
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Jackson Police Department					
8.	COST	\$358,930.00					
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	001.442.40.6868					
10.	EBO participation	ABE	_____ %	WAIVER	yes	no	N/A
		AABE	_____ %	WAIVER	yes	no	N/A
		WBE	_____ %	WAIVER	yes	no	N/A
		HBE	_____ %	WAIVER	yes	no	N/A
		NABE	_____ %	WAIVER	yes	no	N/A



MEMORANDUM

To: Chokwe A. Lumumba, Mayor
From: James E. Davis, Chief of Police 
Date: October 26, 2020
Subject: Request to Purchase Thirteen (13) police vehicles for Patrol Operation Division

It is my recommendation that the Jackson Police Department purchase thirteen (13) police vehicles for Patrol Operation Division. The suggested vehicles are the 2021 Dodge Durango SSV 3.6 V-6. These vehicles are on state contract. The state contract number is 8200053622. There have been provisions made by the City of Jackson Purchasing Management to purchase these vehicles from Pine Belt CDJR Inc. They are located at 401 Broadway Drive, Hattiesburg, Mississippi 39401. The contact person is Richie Bearden at 662-380-8590.

<u>VEHICLES</u>	<u>COST</u>	<u>TOTAL</u>
(13) 2021 Dodge Durango	\$27,610.00	\$358,930.00

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

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: SUV, Large Utility, 2 Wheel Drive, 4 Door, Special Service Vehicle

VENDOR: Pine Belt CDJR Inc

Miles Per Gallon

City	19
Hwy	26
Combined	21

ITEM NO.: 071-80-46252-0

MAKE/MODEL: Dodge Durango SSV

ENGINE: 3.6L V-6

PRICE INCLUDING TITLE FEE: \$27,610.00

Contract No: 8200053622

Pine Belt CDJR Inc

401 Broadway Dr

Hattiesburg, MS 39401

Ritchie Bearden

E-Mail: rbearden@pinebeltmotors.com

Phone: 662-360-8590

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

BILLET, BLACK, DESTROYER GREY, GRANITE, REACTOR BLUE, WHITE

ITEM

REQ. OPTION DEALER OPTION

List optional engines:

CODE	COST	CODE	COST
5.7L HEMI		22X	\$2,696

NOTE: NO ADDITIONAL OPTIONS ARE ALLOWED ON THIS VEHICLE

- Power Windows, Locks
- Air Conditioning
- Tilt/Cruise
- Automatic Transmission
- Trailer Towing Package
- Cloth Seats
- Front License Plate Bracket
- Factory Standard Wheels
- Blind Spot/Cross Path Detection
- Daytime Running Lights Low Beam

*****Orders are now being accepted but production will not begin until February 2, 2021 with delivery expected 90-120 days later.*****



Memorandum

To: James E Davis, Chief of Police

Via: Joseph Wade, Assistant Chief

OW 10-20-20
VC 10-12-20

Vincent Grizzell, Deputy Chief
Support Services

Lee Robinson, Commander

LR 10-8-20

From: George Jimerson, Corporal
Department Fleet Manager

al

Date: October 7, 2020

Re: Vehicle Purchases for the Police Department (2020 Budget Year)

The content of this memorandum is for the purchasing of thirteen (13) police vehicles for Patrol Operation Division. The suggested vehicles are the 2021 Dodge Durango SSV 3.6L V-6. These vehicles are on state contract. The state contract number is 8200053622. There have been provisions made by the City of Jackson Purchasing Management to purchase these vehicles from Pine Belt CDJR Inc. They are located at 401 Broadway Drive Hattiesburg, MS 39401. The contact person is Richie Bearden at 662-380-8590.

<u>VEHICLES</u>	<u>COST</u>	<u>TOTAL</u>
(13) 2021 Dodge Durango	\$27,610.00	\$358,930.00

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 PURCHASE OF THIRTEEN NEW VEHICLES FOR THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

James Anderson, Deputy City Attorney 



11/4/21
Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 7, 2020

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order Accepting the Quote from Southern Connection Police Supplies for the Striping of the Jackson Police Department new police fleet.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention.	
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.	
4.	Benefits	Police vehicles are adequately equipped with necessary marking for visibly.	
5.	Schedule (beginning date)	ASAP	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE	
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Jackson Police Department	
8.	COST	\$7,410.00	
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	Fund-1 (001.442.40.6855)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

Revised 2-04


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 26, 2020

Subject: Authorizing the Payment to Southern Connection Police Supplies, LLC

It is my recommendation that the Jackson Police Department accept the quote and authorize the payment to Southern Connection Police Supplies, LLC for services rendered on the new police vehicles. The SUV's require this striping so that the police vehicles are visibly marked according to Section 25-1-87, Mississippi Code of 1972, as amended, prescribing according to the manner in which municipal owned or leased vehicles are to be marked.

The striping design for the new fleet have met the requirements of the Police Department and will assure the safety of the police officers and the manner in which the citizens of Jackson can identify the police vehicles clearly.

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



MEMORANDUM

To: James E. Davis, Chief of Police

Via: Joseph Wade, Assistant Chief *JW 10.20.20*
Vincent Grizzell, Deputy Chief *VL 10-12-20*
Support Services

Lee Robinson, Commander *LR 10/8/20*

From: George J. Jimerson, Corporal *GJ*
Fleet Manager

Date: October 7, 2020

Re: Accepting the Quote from Southern Connection Police Supplies for New Fleet Striping

The content of this memorandum is to request that the City of Jackson Police Department accept the quote of \$7,410.00 from Southern Connection Police Supplies for the striping of (13) new police vehicles. The Jackson Police Department requires this striping so that the police vehicles are visibly mark according to Section 25-1- 87, Mississippi Code of 1972 as amended, prescribes the manner in which municipal owned or leased vehicles are to be marked.

The striping design for the new fleet have met the requirements of the Police Department and will assure the safety of the police officers and the manner in which the citizens of Jackson can identify the police vehicles clearly.

I recommend that we accept the quote of \$570.00 per vehicle, (13) total for the amount of \$7,410.00 from Southern Connection Police Supplies.

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
11/1/20

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE ACCEPTANCE OF THE QUOTE FROM SOUTHERN CONNECTION POLICE SUPPLIES FOR THE STRIPING OF (13) NEW JACKSON POLICE DEPARTMENT PATROL VEHICLES is legally sufficient for placement in NOVUS Agenda.

Handwritten mark



Timothy Howard, City Attorney

James Anderson, Deputy City Attorney 

11/1/20

Date

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON FIRE DEPARTMENT SERVICES.

WHEREAS, the Office of the Fire Marshal is responsible for inspecting facilities, issuing permits, and conducting tests, which promote fire prevention and ensure safety of property and persons; and

WHEREAS, the governing authorities for the City of Jackson approved the assessment of fees for the services in 2015; and

WHEREAS, since 2015, the costs associated with performing inspections, issuing permits, and conducting tests have increased and have impact upon the municipal budget; and

WHEREAS, the Jackson Fire Department recommends that fees for certain inspections and tests be assessed based on square footage and occupancy classification; and

WHEREAS, the assessment of fees based on square footage and occupancy classification is within industry norms; and

WHEREAS, assessing fees based on the square footage and occupancy classifications serves the best interest of the Jackson by ensuring adequate fire prevention and emergency response resources and available;

IT IS HERE BY ORDERED; that the fees for inspections, permits, and tests shall be as follows:

Description	Current Fee	New Fee
Fire Truck On-Site (required for fire watch)	\$250.00	\$300.00
Commercial/ Burn permits	\$200.00	No Change
Flow Test	\$200.00	No Change
Fire Report	\$200.00	No Change
Fire Verification	\$00.00	No Change
Fire Works Display	\$150.00	No Change
Carnival Inspections	\$50.00	\$100.00

Agenda Item # 42
Agenda Date: November 10, 2020

Service Inspection/ Re-inspection (Amount Base On Sq Ft)		4999 sq. ft. or less \$50 5000-99999 sq. ft. \$100 10,000-19,999 sq. ft. \$150 Exceeding 20,000 \$200
Day/ Preschool Inspection	\$35	4999 sq. ft. or less \$50 Exceeding 5000 sq. ft. \$75
Apartment Inspection	\$25	0-100 units \$100 101-250 units \$150 Exceeding 250 units \$200
Apartment Re-inspection	\$100	\$25 per unit
Flammable & Combustible Liquid Permit	\$50	No Change
Gas Line Test	\$30	\$50
Tank Test	\$30	\$50
Sprinkler Test	\$30	4999 sq. ft. or less \$50 Exceeding 5000 sq. ft. \$100
Fire Suppression	\$30	\$50
Fire Alarm	\$30	4999 sq. ft. or less \$50 Exceeding 5000 sq. ft. \$100

IT IS THEREFORE ORDERED, that the new fees shall be effective _____.

Approved for Agenda

Owens, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 5, 2020
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON FIRE DEPARTMENT SERVICES.
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	City of Jackson
4.	Benefits	To provide safety to the citizens of Jackson
5.	Schedule (beginning date)	NA
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	ALL WARDS CITY WIDE
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	JACKSON FIRE DEPARTMENT
8.	COST	
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson

From: Willie Owens, Chief of Fire Department

Date: October 5, 2020

Re: Adopting revised fee schedule for the City of Jackson Fire Department services

The City of Jackson Fire Department has been using a fee schedule adopted in 2015. The City of Jackson Fire Department feels it is time to propose a fee increase for provided services. If you have any questions or concerns, please let me know.

WO/kb

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER ADOPTING REVISED FEE SCHEDULE FOR CITY OF JACKSON FIRE DEPARTMENT SERVICES** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.


Carrie Johnson, Deputy City Attorney

10/15/2020
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC. FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM.

APPROVED BY THE CITY ATTORNEY
11/10/20

WHEREAS, on September 30, 2020 the annual renewal service agreement with Motorola, Inc, for a Fire Alerting System expired;

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

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

WHEREAS, Motorola, Inc., has agreed to provide service and maintenance for the Fire Alerting System at a cost of no more than \$5,747.05 per month for a period of no less than one year, commencing October 1, 2020 and ending September 30, 2021 for a total yearly cost of no more than \$68,964.60;

Section 4 SCOPE OF SERVICES

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

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

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

WHEREAS, 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

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

Agenda Item # 43
Agenda Date: November 10, 2020

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

Section 5 EXCLUDED SERVICES

WHEREAS, 5.1. Services excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

Section 9 WARRANTY

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

Section 10 DEFAULT/TERMINATION

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

WHEREAS, 10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at this time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 15 COVENANT NOT TO EMPLOY

WHEREAS, During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the

prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

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

IT IS, HEREBY, ORDERED that the Mayor be authorized to renew the afore-mentioned maintenance service agreement under the same cost, terms and conditions existing previously described, provided said renewals are in the best interest of the City of Jackson and do not extend said agreement past September 30, 2021 without further authority from City's governing authority.

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

Item No. _____

Agenda Date: _____

By: Lumumba, Chokwe Antar

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 18, 2020
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC. FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERING SYSTEM.
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Neighborhood Enhancement and Quality of Life
3.	Who will be affected	Citizens of Jackson and the Metro Area
4.	Benefits	To provide exceptional emergency response to citizens and visitors
5.	Schedule (beginning date)	After council approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	CITY WIDE
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	JACKSON FIRE DEPARTMENT & MOTOROLA
8.	COST	\$68,954.60
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	GENERAL FUNDS 001.441.20.6419

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson
From: Willie Owens, Chief of Fire Department
Date: September 18, 2020
Re: Motorola, Inc. Maintenance Service Renewal

The annual renewal service agreement with Motorola Inc, for a Fire Alerting System expired on September 30, 2020.

Motorola has agreed to provide services and maintenance for a period extended from October 1, 2020 – September 30, 2021, as outlined in the attached agreement for a yearly cost of \$68,964.60.

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

WO/kb

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within forty-five days (45) days of the invoice date.

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

Omitted with Motorola Legal Approval.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement,

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State of Mississippi.

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

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

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

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder

without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. This section omitted by mutual agreement.

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

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

Revised Oct 15, 2015



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-1290022
 Contract Number: USC000003488
 Contract Modifier: R02-JUN-20 23:46:40

Date: 06/03/2020

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

Required P.O. :
 Customer # : 1000635378
 Bill to Tag # :
 Contract Start Date : 01-Oct-2020
 Contract End Date : 30-Sep-2021
 Anniversary Day : Sep 30th
 Payment Cycle : ANNUALLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0072A	LOCAL TECHNICAL SUPPORT	\$4,000.00
	SVC02SVC0030C	LOCAL REPAIR WITH ONSITE RESPONSE	\$64,964.60
		Subtotal - Recurring Services	\$5,747.05
		Subtotal - One-Time Event Services	\$0.00
		Total	\$5,747.05
			\$68,964.60
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Including mutually agreed upon terms.

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

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

 CUSTOMER (PRINT NAME)

Homer Lancaster Customer Support Manager 9/15/2020

 MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Homer Lancaster 901-233-0138

 MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1290022
Contract Number: USC000003488
Contract Modifier: R02-JUN-20 23:46:40

Company Name : JACKSON, CIFY OF
Contract Number : USC000003488
Contract Modifier : R02-JUN-20 23:46:40
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021



Statement of Work

Local Repair with Onsite Response

1.0 Description of Services

Local Repair with Onsite Response is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Motorola Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.
- 2.7. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

TECHNICAL SUPPORT STATEMENT OF WORK

1.1 TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.



1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See [Priority Level Response Goals Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
 - 1.4.3 System installations, upgrades, and expansions.
 - 1.4.4 Customer training.
 - 1.4.5 Hardware repair and/or exchange.
 - 1.4.6 Network security services.
 - 1.4.7 Network transport management.
 - 1.4.8 Motorola services not included in this statement of work.
 - 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to [Priority Level Response Time Goals](#) for Medium, Low response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Time Goals](#) section of this document and the Incident priority levels defined in the [Priority Level Definitions](#) section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident

- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action. This may include local Technical Support from field resources.

1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
- 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down ○
High	<ul style="list-style-type: none"> - Consoles: Console positions down (>= 33%) Console Site Link Down - Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down - Conventional Channels: >= 50% of conventional channels (CCGW) down - Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: <ul style="list-style-type: none"> - Less than 50% of conventional channel down
Low	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: <ul style="list-style-type: none"> - Less than 50% of conventional channel down

1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.



OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY

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

Carrie Johnson, Sr. Deputy City Attorney



DATE

11/3/2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES

OFFICE OF THE CITY ATTORNEY
CL

WHEREAS, the City of Jackson ("City") has determined that it is in the City's best interest to seek a professional company to provide landscaping and ground maintenance of the City's public transit facilities; and

WHEREAS, the Department of Planning and Development, through its Transit Division, issued a Request for Quotes on August 14, 2020, for a qualified company to provide landscaping and ground maintenance; and

WHEREAS, the successful respondent will be asked to provide landscaping and ground maintenance for 1785 Highway 80W, 300 W Capitol Street, and 1025 University Blvd; and

WHEREAS, in response to the Request for Quotes, the Transit Division received responses from two (2) companies qualified to provide said landscaping and ground maintenance; and

WHEREAS, after thorough review and consideration, the Transit Division determined that based on the best value procurement policy, Mississippi Yard Barber will provide the best value to the City of Jackson in accordance to provide landscaping and ground maintenance; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Mississippi Yard Barber to provide landscaping and ground maintenance of the City's public transportation facilities at a cost not to exceed \$139,815; and

WHEREAS, the Federal Transit Administration will pay eighty (80) percent of the cost or \$111,852.00, with a twenty (20) percent local match of \$27,963.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with Mississippi Yard Barber to provide Landscaping and Ground Maintenance at a cost not to exceed \$139,815.00, with eighty (80) percent of the cost or \$111,852.00 to be paid by the Federal Transit Administration and twenty (20) percent or \$27,963.00 from local match.

Item No.: _____
Agenda Date: November 10, 2020
By: (Welch, Hillman, Lumumba)

Agenda Item # 44
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/10/20

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION FACILITIES
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	All citizens and visitors of the City of Jackson
4.	Benefits	All citizens and visitors of the City of Jackson
5.	Schedule (beginning date)	Upon signing of contract
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$139,815.00
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6461----\$139,815.00 Grant (80%) MS.2016.010.00: \$111,852.00 General Fund (20%): 27,963.00
10.	EBO participation	DBE 0,00% WAIVER yes ___ no <u>X</u> N/A ___ AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>

MEMORANDUM

TO: Choke A. Lumumba, Mayor

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

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

DATE: October 15, 2020

RE: Agenda Item for November 10, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Mississippi Yard Barber for the provision of landscaping and ground maintenance for the public transportation facilities (JTRAN). On August 14, 2020, the Department of Planning and Development, Office of City Planning, Transit Services Division, released a Request for Quotes (RFQ) for a contractor for Landscaping and Ground Maintenance of the JTRAN facilities.

The review committee felt that all the proposed contractors were well qualified to provide the services. However, the critical components for Mississippi Yard Barber were their approach to the project scope of work, and extensive background/experience with governmental entities and private practices. Since this is a "best value" procurement, the procurement was based on the definition located in FTA Circular 4220.1F, "Third Party Contracting Requirements. It should be noted that all the potential contractors are fully capable and competent to provide services, which the review committee took into full consideration prior to recommending their selected choice.

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

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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH MISSISSIPPI YARD BARBER FOR LANDSCAPING AND GROUND MAINTENANCE OF THE JACKSON'S PUBLIC TRANSPORTATION FACILITIES** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney *CG*

11/2/20

DATE

NOV 2 2020
OFFICE OF THE CITY ATTORNEY
CG

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE 2018 CONTRACT BETWEEN THE CITY OF JACKSON AND ENVIRONMENTAL MANAGEMENT PLUS, INC., AND ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE)

WHEREAS, by order entered on February 27, 2018, recorded in Minute Book 6M, Pages 393-394, the governing authorities authorized the Mayor to execute a contract between the City of Jackson, Environmental Management Plus, Inc., and Advanced Environmental Consultants, Inc. for the use of Lead-Based Paint Hazard Control Grant and Community Development Block Grant funds to implement Lead Safe Jackson Housing Program activities; and

WHEREAS, the City of Jackson, Environmental Management Plus, Inc., and Advanced Environmental Consultants, Inc. entered into an Agreement on March 27, 2018, as authorized by the governing authorities; and

WHEREAS, by order entered on November 12, 2019, recorded in Minute Book 60, Pages 198-199, the governing authorities authorized the Mayor to extend the contract between the City of Jackson, Environmental Management Plus, Inc., and Advanced Environmental Consultants, Inc. for the use of Lead-Based Paint Hazard Control Grant and Community Development Block Grant funds to implement Lead Safe Jackson Housing Program activities until October 16, 2020; and

WHEREAS, the Office of Lead Hazard Control and Healthy Homes notified and granted the City of Jackson a one-year extension, until October 17, 2021, to complete program activities.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 2 to the contract between the City of Jackson, Environmental Management Plus, Inc., and Advanced Environmental Consultants, Inc. for the use of Lead-Based Paint Hazard Control Grant and Community Development Block Grant funds to implement Lead Safe Jackson Housing Program activities until October 17, 2021.

Item No.: _____

Date: November 10, 2020

By: (Henderson, Hillman, Lumumba)

Agenda Item # 45
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/10/2020

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #2 TO THE 2018 CONTRACT BETWEEN THE CITY OF JACKSON AND ENVIRONMENTAL MANAGEMENT PLUS, INC. AND ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE)
2.	Purpose	To perform lead based paint inspections and risk assessments
3.	Who will be affected	Citizens of Jackson.
4.	Benefits	Identifies lead based paint hazards in units enrolled in the Lead Safe Jackson Housing Program
5.	Schedule (beginning date)	N/A
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City-wide
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning and Development. Office of Housing & Community Development.
8.	COST	\$1,500 per LIRA \$500 per clearance
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	OLHCHH grant number MSLHB0631-16
10.	E. B.O. Participation	ABE _____ % WAIVER _____ yes _____ no _____ N/A _____ AABE _____ % WAIVER _____ yes _____ no _____ N/A _____ WBE _____ % WAIVER _____ yes _____ no _____ N/A _____ HBE _____ % WAIVER _____ yes _____ no _____ N/A _____ NABE _____ % WAIVER _____ yes _____ no _____ N/A _____

MEMORANDUM

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Vanessa Henderson, Deputy Director,
Office of Housing and Community Development

CC: Jordan Hillman, Director
Department of Planning and Development

DATE: October 30, 2020

RE: Agenda Item for November 10, 2020 City Council Meeting

The attached agenda item is to authorize the Mayor to execute an amendment to the 2018 contract between the City of Jackson, Environmental Management Plus, Inc., and Advanced Environmental Consultants, Inc. for the use of Lead Based Paint Hazard Control and Community Development Block Grant funds to implement Lead Safe Jackson Housing Program activities.

The City of Jackson was awarded funding through HUD's Office of Lead Hazard Control and Healthy Homes in 2016 to implement its' Lead Safe Jackson Housing Program. The funding activities were scheduled to expire October 16, 2020, but was extended until October 17, 2021. Environmental Management Plus, Inc., and Advanced Environmental Consultants, Inc. entered into an agreement with the City to perform lead inspections and risk assessments on all eligible units enrolled in the Lead Safe Jackson Housing Program. This agreement expired October 16, 2019, the same date the original grant agreement expired with the Office of Lead Hazard Control and Healthy Homes. To remain in compliance and accordance with the extended term, the Office of Housing and Community Development would like to amend the revised agreement between the City of Jackson, Environmental Management Plus, Inc., and Advanced Environmental Consultants, Inc. to extend the contract for one year.

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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #2 TO THE 2018 CONTRACT BETWEEN THE CITY OF JACSON AND ENVIRONMENTAL MANAGEMENT PLUS, INC. AND ADVANCED ENVIRONMENTAL CONSULTANTS, INC. FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (CITYWIDE) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

11/2/20

DATE

ORDER ACCEPTING BID OF MYTHICS, INC. TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE UPDATE LICENSE AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM (CITYWIDE)

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, the City of Jackson Water-Sewer Business Administration uses Oracle's Customer Care & Billing software as its utility billing software; and

WHEREAS, the City of Jackson advertised for bids for the Oracle Support Renewal for Software Update License and Support for Customer Care & Billing; and

WHEREAS, the existing software license and support expired on August 31, 2020 and needs to be renewed for a period of one year; and

WHEREAS, Mythics, Inc. submitted the lowest bid of \$410,045.49; and

WHEREAS, the Water-Sewer Business Administration recommends that the governing authorities deem the bid of Mythics, Inc. to provide Oracle Support Renewal for Software Update License and Support to be the lowest and best bid in the amount of \$410,045.49.

IT IS, THEREFORE, ORDERED that the bid of Mythics, Inc. for Oracle Support Renewal for Software Update License and Support relating to the City of Jackson utility billing system is accepted as the lowest and best bid at a cost of \$410,045.49 for the period beginning on September 1, 2020 through August 31, 2021.

Agenda Item # 46
Agenda Date: November 10, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11-3-2020
DATE

P O I N T S		C O M M E N T S					
1.	Brief Description	ORDER ACCEPTING BID OF MYTHICS, INC. TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE UPDATE LICENSE AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM (CITYWIDE)					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Infrastructure and Transportation					
3.	Who will be affected	City of Jackson water customers					
4.	Benefits	Allows for water billing system to be properly maintained.					
5.	Schedule (beginning date)	Upon counsel approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Water system service area					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works					
8.	COST	\$410,045.49					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water Sewer Enterprise Fund Acc't# 031.52010.6419					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
Office of the Mayor

From: Charles Williams, P.E., PhD, Director and City Engineer
Department of Public Works

Date: November 3, 2020

Re: Oracle CC&B Support Renewal
Opened: November 3, 2020

The attached bid is for the maintenance renewal of Oracle's CC&B software system. The City uses CC&B for the Water Billing System. This bid covers the Database, software, licensing, and Portal.

The City received one bid. Mythics, Inc. offered the lowest bid which met the specifications for \$410,045.49. Therefore, it is recommended the City accept the bid from Mythics, Inc. at a cost of \$410,045.49.

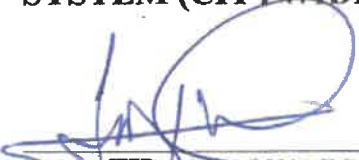
Office of the City Attorney


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OFFICE OF THE CITY ATTORNEY
11/4/20

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING BID OF MYTHICS, INC. TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE UPDATE LICENSE AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



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

11/4/20
DATE

OFFICE OF THE CITY ATTORNEY
11/10/20

ORDER AUTHORIZING AN AGREEMENT WITH CHAPMAN TECHNICAL SERVICES, LLC TO REMOVE AND REPLACE AMI REPEATERS AND COLLECTORS AT VARIOUS HEIGHTS UP TO 400 FEET (CITYWIDE)

WHEREAS, the City of Jackson currently has automated metering infrastructure (AMI) equipment and water meters supplied by Mueller Systems, LLC (Mueller); and

WHEREAS, some of the repeaters and collectors in the AMI are located at heights of up to 400 feet on City water tanks, antenna towers, and mono poles; and

WHEREAS, the City is in need of an experienced contractor who is able to safely remove and replaced these repeaters and collectors that are located at heights; and

WHEREAS, Chapman Technical Services, LLC, an Alabama limited liability company, whose principal business address is 415 Thornton Place, Mobile, Alabama 36609, is experience in providing these types of services and has done work previously for another City contractor, Keystone Utility Systems, Inc.; and

WHEREAS, the City will be responsible for supplying the repeaters and collectors that need to be replaced; and

WHEREAS, Chapman Technical Services, LLC will provide the labor to remove and replace the repeaters and collectors, weatherproof all connections, photograph the installation as found and as left, and provide appropriate weatherproofing material, steel banding, screws, zip ties, and miscellaneous hardware needed to complete the equipment installation; and

WHEREAS, Chapman Technical Services, LLC proposes to provide these services at a cost of \$2,250.00 per day, which includes all travel expenses; and

WHEREAS, the Water-Sewer Business Administration recommends entering into a services agreement with Chapman Technical Services, LLC for the described services for a period of one year at a cost not to exceed \$22,500.00.

IT IS, THEREFORE, ORDERED that a services agreement with Chapman Technical Services, LLC to provide the labor to remove and replace AMI repeaters and collectors, weatherproof all connections, photograph the installation as found and as left, and provide appropriate weatherproofing material, steel banding, screws, zip ties, and miscellaneous hardware needed to complete the equipment installation for a period of one year at a cost not to exceed \$22,500.00 is approved.

ITEM # _____

AGENDA DATE: _____

BY: WILLIAMS, LUMUMBA

Agenda Item # 47
Agenda Date: November 10, 2020

IT IS FURTHER ORDERED that the Mayor is authorized to execute a services agreement with Keystone Utility Systems, LLC consistent with the terms described herein.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 3, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING AN AGREEMENT WITH CHAPMAN TECHNICAL SERVICES, LLC TO REMOVE AND REPLACE AMI REPEATERS AND COLLECTORS AT VARIOUS HEIGHTS UP TO 400 FEET (CITYWIDE)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6																																													
3.	Who will be affected	Water-Sewer Utility Customers																																													
4.	Benefits	Replace malfunctioning repeaters and collectors, which are necessary to bill customers for metered water and sewer usage																																													
5.	Schedule (beginning date)	November 2020																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Water-Sewer Business Administration																																													
8.	COST	Not to exceed \$22,500.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water-Sewer Enterprise Fund 031. 52010.6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Director and City Engineer
Public Works Department

Date: November 3, 2020

Attached is an item needed by the Water-Sewer Business Administration to replace malfunctioning repeaters and collectors in the City's AMI system.

Background:

The City has a number of its repeaters and collectors located at heights of up to 400 feet on City water tanks, radio antennas, and mono poles. Currently, some of these repeaters and collectors are malfunctioning and need to be replaced with functioning units. Special expertise is needed to perform these equipment replacements properly at heights.

Keystone Utility Systems, LLC, the company the City has hired to provide some of the maintenance of the Water-Sewer Utility AMI system has recommended Chapman Technical Services, LLC as a company with the necessary expertise and experience to replace malfunction repeaters and collectors. Chapman proposes to provide all the labor and materials to remove the malfunctioning repeaters and collectors and replace them with new repeaters and collectors at a rate of \$2,250.00 per day. Currently, WSBA estimates three days of work are needed to replace the presently malfunctioning repeaters and collectors. WSBA recommends that the City Council authorized an amount not to exceed \$22,500.00, which would provide seven additional days of work throughout the year as the need may arise.

It is the recommendation of this office that the contract with Chapman Technical Services, LLC be approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.


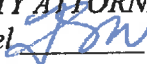
Office of the City Attorney

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
11/4/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING AN AGREEMENT WITH CHAPMAN TECHNICAL SERVICES, LLC TO REMOVE AND REPLACE AMI REPEATERS AND COLLECTORS AT VARIOUS HEIGHTS UP TO 400 FEET (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.


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

11/4/20
DATE

RESOLUTION AFFIRMING THE DECISION OF THE HEARING OFFICER IN THE ADMINISTRATIVE HEARING FOR THE HOLDER OF WATER ACCOUNT #3217000000, LAXMI ADMIRAL PROPERTIES, AS IT RELATES TO A DISPUTED BILL

OFFICE OF THE CITY ATTORNEY
11/14/2020
JLS

WHEREAS, pursuant to Section 122-40 of the Jackson Code of Ordinances, as amended, an Account holder who disputes the accuracy or validity of a bill covering water or sewer services may request an administrative hearing through the Water-Sewer Business Administration manager; and

WHEREAS, the Account holder of account number 3217000000, Laxmi Admiral Properties, 905 North State Street, Jackson, Mississippi 39202-2627 requested and was provided a hearing before the Hearing officer on July 23, 2020; and

WHEREAS, the parties present at the July 23, 2020 hearing included the representative of the Account holder of account number 3217000000, a representative of the Water-Sewer Business Administration, and the Hearing officer, Demetrice Wells; and

WHEREAS, after all the evidence and testimony was presented at the hearing to the Hearing officer and due consideration of such evidence and testimony, the Hearing officer issued her written determination to the Account holder by letter dated July 30, 2020; and

WHEREAS, in the written opinion, the Hearing officer noted the Account holder had received a previous adjustment of \$20,964.70, provided the Account holder with the opportunity to provide evidence of additional leak repairs within seven days of the hearing, but received no additional repair statements; and

WHEREAS, based on the evidence presented at the hearing, the Hearing officer, in the written opinion established the balance as of the date of the July 23, 2020 hearing as being \$58,633.74; and

WHEREAS, pursuant to Section 122-4099(e)(5), the WSBA manager hereby presents the findings and recommendation of the Hearing Officer to the City Council for its acceptance.

IT IS, THEREFORE. RESOLVED that the decision of the Hearing Officer in the July 23, 2020 hearing for the Account holder of account number 3217000000, as it relates to a disputed bill, is hereby accepted in the amount of an account balance of \$58,633.74 as of the date of the hearing, July 23, 2020.

IT IS FURTHER ORDERED that pursuant to Section 122-40(e)(5), the account balance as of the date of the hearing, July 23, 2020, \$58,633.74 is immediately due.

ITEM # _____

AGENDA DATE: _____

BY: WILLIAMS, LUMUMBA

Agenda Item # 48
Agenda Date: November 10, 2020

IT IS FURTHER ORDERED that if payment of the account balance as of the date of the hearing, July 23, 2020, \$58,633.74 is not paid within ten (10) days of the date of the adoption of this resolution, WSBA may discontinue or disconnect water service without further notice, except that this portion of the order is suspended while the Mayor's Executive Order suspending water cutoffs because of the COVID-19 Pandemic remains in effect.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 3, 2020

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	RESOLUTION AFFIRMING THE DECISION OF THE HEARING OFFICER IN THE ADMINISTRATIVE HEARING FOR THE HOLDER OF WATER ACCOUNT #3217000000, LAXMI ADMIRAL PROPERTIES, AS IT RELATES TO A DISPUTED BILL			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 7			
3.	Who will be affected	The individual Account holder and WSBA			
4.	Benefits	Resolves disputed bill			
5.	Schedule (beginning date)	Upon approval			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A			
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Water-Sewer Business Administration			
8.	COST	N/A			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	N/A			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Director and City Engineer
Public Works Department

Date: November 3, 2020

Attached is an item involving a disputed water bill that was heard by the Hearing officer confirmed by the City Council.

Background:

The Hearing officer heard this matter on July 23, 2020. Based on the evidence presented at the hearing, the Hearing officer determined that the balance owing on the account on the date of the hearing was \$58,633.74. 1 copy of the Hearing officer determination is attached.



July 30, 2020

LAXMI ADMIRAL PROPERTIES
905 N STATE ST
JACKSON MS 39202-2827

Re: Administrative Hearing Determination
City Services Account Number: 3217000000
Hearing Officer: Demetrice Wells

This letter is an official notification of the outcome of your Administrative Hearing conducted on July 23, 2020. The findings of the administrative hearing are as follows:

On July 23, 2020, your account was reviewed regarding a disputed water bill. On this day you were given 7 days to submit repair statement for possible adjustment. Once the adjustment was made, I would rule on the balance because there was no other adjustment that needed to be made. There was a previous adjustment of \$20,964.70 that were made by the City of Jackson Water and Sewer Business Administration. Your current account balance was \$58,633.74. This balance does not include usage, charges, and/or late fees accrued after the date of your hearing. Said balance is due within 14 days of receipt of this letter.

Pursuant to Section 122-40 of the Jackson Code of Ordinances, as amended, you are entitled to an appeal of these findings. To appeal you shall complete a "request to appeal water bill to City Council form" by contacting the City Clerk's Office within fourteen (14) days from the date of this letter to complete a form. The City Clerk's Office is located at 219 S. President Street, Jackson, MS 39201. You may also contact the City Clerk's Office at 601-960-1035 or visit www.jacksonms.gov.

Best Regards,

Hearing Officer, Demetrice W. Wells, Esq.

Demetrice W. Wells

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1760
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
11/4/20

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION AFFIRMING THE DECISION OF THE HEARING OFFICER IN THE ADMINISTRATIVE HEARING FOR THE HOLDER OF WATER ACCOUNT #3217000000, LAXMI ADMIRAL PROPERTIES, AS IT RELATES TO A DISPUTED BILL** is legally sufficient for placement in NOVUS Agenda.



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

TC

11/4/20

DATE

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE FLYING OF THE NEW STATE FLAG
AT CITY HALL AND ALL CITY-OWNED BUILDINGS

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

WHEREAS, the recent affirmative vote of the citizens of the State of Mississippi to adopt a new state flag was accomplished on November 3, 2020; and

WHEREAS, the new state flag is known by the magnolia design and the wording, "In God We Trust," featured on the flag; and

WHEREAS, the passage of this Order will evidence the full support of the City of Jackson to the flying of the new Mississippi state flag.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby authorizes the flying of the new state flag at City Hall and all city-owned buildings.

SO RESOLVED, this the ____ day of November, 2020.

Agenda Item No. _____
Date: November 10, 2020
BY: STOKES

