



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
NOVEMBER 24, 2020
AGENDA **REVISED**
10:00 A.M.**

CALL TO ORDER BY THE PRESIDENT
INVOCATION

- 1. REV. CALVIN DAY OF ST. JOHN M.B. CHURCH**
PLEDGE OF ALLEGIANCE
PUBLIC HEARING
INTRODUCTIONS
PUBLIC COMMENTS
CONSENT AGENDA

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."

3. RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO THE PUBLIC HELATH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 3, 2020 FOR THE FOLLOWING CASES:

2020-1439	2020-1440	2020-1441	2020-1442	2020-1455
2020-1456	2020-1457	2020-1458	2020-1459	2020-1478
2020-1482	2020-1483	2020-1493	2020-1494	2020-1495
2020-1496	2020-1497	2020-1498	2020-1499	2020-1500
2020-1502	2020-1503	2020-1504	2020-1505	2020-1506
2020-1507				

- 4. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2020-1061 - 416 IDLEWILD STREET - \$952.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 5. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2044 - 506 HILLSDALE DRIVE - \$5,000.00. (WARD 4) (HILLMAN, LUMUMBA)**
- 6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2020-1208 - 3431 ROSEMARY AVENUE - \$1,266.00. (WARD 6) (HILLMAN, LUMUMBA)**
- 7. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2020-1063 - 328 IDLEWILD STREET - \$1,077.50. (WARD 3) (HILLMAN, LUMUMBA)**
- 8. 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 #2020 - 1159 - 910 NORTH FARISH STREET - \$3,709.20. (WARD 7) (HILLMAN, LUMUMBA)**

- 9. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019 - 1487 - 3724 PARKWAY AVENUE - \$6,000.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 10. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020 - 1070 - 4573 KINGS HIGHWAY - \$5,200.00. (WARD 1) (HILLMAN, LUMUMBA)**
- 11. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND 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 #2019-1086 - 221 TENNESSEE AVENUE - \$4,500.00. (WARD 4) (HILLMAN, LUMUMBA)**
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND 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 #2020-1107 - 155 WEST NORTHSIDE DRIVE - \$5,000.00. (WARD 3) (HILLMAN, LUMUMBA)**
- 13. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2018-2054 - 2343 HICKORY DRIVE - \$4,700.00. (WARD 4) (HILLMAN, LUMUMBA)**

- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2020-1160 - 243 EAST DAVIS STREET - \$4,500.00. (WARD 7) (HILLMAN, LUMUMBA)**
- 15. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2020-1156 - 1308 WINTERVIEW DRIVE - \$4,700.00. (WARD 1) (HILLMAN, LUMUMBA)**
- 16. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2019-1262 - 126 COHEA STREET - \$4,200.00. (WARD 7) (HILLMAN, LUMUMBA)**
- 17. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2016-1210 - 2876 ARBOR HILLS DRIVE - \$4,999.00. (WARD 7) (HILLMAN, LUMUMBA)**
- 18. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2018-1210 - 132 NEATHERWOOD DRIVE - \$4,655.00. (WARD 7) (HILLMAN, LUMUMBA)**

19. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2017-2187 - 238 FERGUSON DRIVE - \$4,662.00. (WARD 7) (HILLMAN, LUMUMBA)
20. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2018-1209 - 111 NEATHERWOOD DRIVE - \$4,449.00. (WARD 7) (HILLMAN, LUMUMBA)
21. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, 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 #2017-1300 - 118 FERGUSON DRIVE - \$4,998.00. (WARD 7) (HILLMAN, LUMUMBA)
22. ORDER ACCEPTING PAYMENT OF \$2,347.40 FROM LIBERTY MUTUAL INSURANCE COMPANY ON BEHALF OF ITS INSURED CHARLES ELLIS AS A PROPERTY DAMAGE SETTLEMENT. (HOWARD, LUMUMBA)

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

23. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 110, ARTICLE 1, SECTION 110-28 OF THE JACKSON CODE OF ORINANCES TO AMEND PROCEDURES FOR THE ERECTION OF PUBLIC ACCESS GATES TO NEIGHBORHOOD. (BANKS)

REGULAR AGENDA

24. CLAIMS (HORTON, LUMUMBA)
25. PAYROLL (HORTON, LUMUMBA)

- 26. ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS, LLC, FOR AMI METER MAINTENANCE SERVICES FOR COMMERCIAL WATER METERS. (CITYWIDE) (LUMUMBA)**
- 27. RESOLUTION SUPPORTING THE EXTENSION OF THE NET METERING RULE (DOCKET 2011-AD-20) TO INCLUDE THE VIRTUAL NET METERING (VNM) OPTION. (BLAINE, LUMUMBA)**
- 28. ORDER RATIFYING SERVICES PERFORMED BY DR. DOMINIKA PARRY, PRESIDENT OF 20C MISSISSIPPI, TO SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES. (BLAINE, LUMUMBA)**
- 29. ORDER AUTHORIZING A RENEWAL 3P BENEFITS SOLUTIONS, LLC, AS ADMINISTRATOR OF A "CAFETERIA PLAN" FOR THE CITY OF JACKSON PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE, AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS RELATED THERETO. (SCOTT, LUMUMBA)**
- 30. ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DELTA DENTAL AMENDING THE DENTAL PLAN OFFERINGS AND COVERAGES FOR ACTIVE AND RETIRED EMPLOYEES. (SCOTT, LUMUMBA)**
- 31. ORDER ACCEPTING RENEWAL PROPOSAL OF TOKIO MARINE HCC & ROSS AND YERGER TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN DURING THE 2021 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE. (SCOTT, LUMUMBA)**
- 32. ORDER REVISING THE FIRE DEPARTMENT FY 2020-2021 BUDGET TO PURCHASING SEVEN NEW 2020 FIRE TRUCKS IN THE AMOUNT OF \$4,456,142.00 THAT WAS BUDGETED IN FY 2019-2020 BUT NOT PURCHASED UNTIL FY 2020-2021. (OWENS, LUMUMBA)**
- 33. RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY. (HILLMAN, LUMUMBA)**
- 34. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY, HISTORIC PRESERVATION DIVISION AND THE CITY OF JACKSON TO UPDATE THE DESIGNATION OF A CERTIFIED LOCAL GOVERNMENT COORDINATOR. (CITY WIDE) (HILLMAN, LUMUMBA)**

- 35. ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECURITY SERVICES AGREEMENT WITH PHOENIX PROTECTION AGENCY ENTERPRISES, LLC TO PROVIDE 24/7 ARMED SECURITY FOR THE O.B. CURTIS WATER TREATMENT PLANT AND THE J.H. FEWELL WATER TREATMENT PLANT. (ALL WARDS) (WILLIAMS, LUMUMBA)**
- 36. ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04. (WARD 7) (WILLIAMS, LUMUMBA)**
- 37. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #3 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION. (WARD 2) (WILLIAMS, LUMUMBA)**
- 38. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047) LPA/107100, CITY PROJECT NUMBER 16B4002. (WARD 2) (WILLIAMS, LUMUMBA)**
- 39. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047) LPA/107200, CITY PROJECT NUMBER 16B4001. (WARDS 1, 3, & 7) (WILLIAMS, LUMUMBA)**
- 40. ORDER AUTHORIZING ACCEPTANCE OF A PERMANENT EASEMENT FROM TSMART MANAGEMENT, LLC, FOR A JATRAM BUS SHELTER. (WARD 3) (WILLIAMS, LUMUMBA)**
- 41. ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE MEADOW ROAD BRIDGE REPLACEMENT & ROADWAY IMPROVEMENTS PROJECT. (WARD 2) (WILLIAMS, LUMUMBA)**
- 42. ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE STATE STREET FRONTAGE ROAD BRIDGE OVER TOWN CREEK PROJECT. (WARD 7) (WILLIAMS, LUMUMBA)**

43. 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)
44. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF A FORMER MUNICIPAL EMPLOYEE IN UNCONTROVERTED WORKERS COMPENSATION CLAIM # 1703740. (HOWARD, LUMUMBA)
45. ORDER AUTHORIZING THE PURCHASE OF A CUSTOM DATA IMPORT FROM GLOBAL SOFTWARE, A DIVISION OF NORTH HARRIS COMPUTER CORPORTATION. (HOWARD, LUMUMBA)
46. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO PURSUE JUDICIAL ACTION TO ACQUIRE TITLE TO AN ABANDONED, PRIVATE, NON-PROFIT CEMETERY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND KNOWN AS MOUNT OLIVE CEMETERY. (HOWARD, LUMUMBA)
47. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (STAMPS)
48. 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

49. DISCUSSION: THE WESTERN HILLS SUBDIVISION (STAMPS)
50. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 EMERGENCY (JACKSON CITY COUNCIL)
51. DISCUSSION: CITY ATTORNEY'S OFFICE (BANKS)
52. DISCUSSION: LAKE HICO (STOKES)
53. DISCUSSION: BAY STREET (STOKES)
54. DISCUSSION: LITIGATIONS (STOKES)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

RESOLUTION 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 NOVEMBER 3, 2020 FOR THE FOLLOWING CASES:

2020-1439	2020-1440	2020-1441	2020-1442	2020-1455	2020-1456
2020-1457	2020-1458	2020-1459	2020-1478	2020-1482	2020-1483
2020-1493	2020-1494	2020-1495	2020-1496	2020-1497	2020-1498
2020-1499	2020-1500	2020-1502	2020-1503	2020-1504	2020-1505
2020-1506	2020-1507				

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 November 3, 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 #2020-1439: Parcel #162-330-1 located at 1627 DALTON STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: 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 #2020-1440: Parcel #153-54 located at 1523 PITTSBURG STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: 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 #2020-1441: Parcel #153-45** located at **1242 PITTSBURG STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: 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 #2020-1442: Parcel #153-59** located at **834 RHODES LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare 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 #2020-1455: Parcel #633-484** located at **2324 CASTLE HILL 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 6

Scope of Work: Board-up and secure house and cut grass, weed, shrubbery, fence line, bushes, saplings, and remove trash and debris, fallen tree, crates, building materials, tree limbs, tree parts, tires, White Chevy Savanna Cargo Van, Blue Ford Mustang, Maroon Chevrolet Truck.

- 6) **Case #2020-1456: Parcel #39-56** located at **946 NORTH CONGRESS ST (AC)**: 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 #2020-1457: Parcel #615-12** located at **2860 WOODBINE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 8) **Case #2020-1458: Parcel #615-11 located at 2854 WOODBINE 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 6

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

- 9) **Case #2020-1459: Parcel #211-5 located at 2851 MCFADDEN 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. Ward 6

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

- 10) **Case #2020-1478: Parcel #619-26 located at 2926 WOODBINE STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 11) **Case #2020-1482: Parcel #630-576 located at 1630 WOOD GLEN 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 6

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 #2020-1483: Parcel #208-36** located at **349 COLONIAL 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: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, remove trash and debris, tree parts, tires and clean curbside.

- 13) **Case #2020-1493: Parcel #425-559** located at **3534 DOUGLAS 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: 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.

- 14) **Case #2020-1494: Parcel #409-357** located at **3806 CALIFORNIA 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: 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.

- 15) **Case #2020-1495: Parcel #409-703** located at **3861 CALIFORNIA 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: 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.

- 16) **Case #2020-1496: Parcel #409-704** located at **3865 CALIFORNIA 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: 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 #2020-1497: Parcel #409-3-5** located at **3875 CALIFORNIA 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: 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 #2020-1498: Parcel #409-541** located at **4102 CALIFORNIA 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: 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.

- 19) **Case #2020-1499: Parcel #409-545** located at **4112 CALIFORNIA 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: 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.

- 20) **Case #2020-1500: Parcel #409-543** located at **4108 CALIFORNIA 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: 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.

- 21) **Case #2020-1502: Parcel #622-122** located at **3184 BILGRAY 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. Ward 6

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

- 22) **Case #2020-1503: Parcel #635-517** located at **1746 SHADY LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 23) **Case #2020-1504: Parcel #59-35** located at **194 ROOSEVELT 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.

- 24) **Case #2020-1505: Parcel #111-21** located at **143 CAPERS STREET**: After hearing testimony from owner **JERRY AND DOROTHY CRAWFORD**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded twenty- one (21) days to clean exterior of property, and sixty (60) days to clean interior of property.

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.

25) **Case #2020-1506: Parcel #175-69** located at **401 GALILEE 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.

26) **Case #2020-1507: Parcel #175-62** located at **331 GALILEE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 7

Scope of Work: 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.

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 11/03/2020
 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 COMMUNITY IMPROVEMENT DEPARTMENT																																													
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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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

Via: Jordan Hillman
Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: November 3, 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 NOVEMBER 3, 2020 FOR THE FOLLOWING CASES:

2020-1439	2020-1440	2020-1441	2020-1442	2020-1455	2020-1456
2020-1457	2020-1458	2020-1459	2020-1478	2020-1482	2020-1483
2020-1493	2020-1494	2020-1495	2020-1496	2020-1497	2020-1498
2020-1499	2020-1500	2020-1502	2020-1503	2020-1504	2020-1505
2020-1506	2020-1507				

is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney 

11/4/20

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2020-1061 – 416 IDLEWILD STREET – \$952.00 – WARD 3

WHEREAS, on March, 17, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 25, 2020 for Case 2020-1061 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 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 416 IDLEWILD STREET for the sum of \$952.00; 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 416 IDLEWILD STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$952.00 shall be paid to GREEN CONTRACT CLEANING, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 4
Agenda Date: November 24, 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	\$ 952.00																																													
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)																																													
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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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 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 #2020-1061.

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 BOARD UP AND STRUCTURES(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 #2020-1061 - 416 IDLEWILD STREET -\$952.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.



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

11/4/20

DATE

OFFICE OF THE CITY ATTORNEY
11/4/20
CL

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2044 – 506 HILLSDALE DRIVE – \$5,000.00 – WARD 4

WHEREAS, on August 4, 2020 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 1, 2020 for Case 2018-2044 located in Ward 4 of the City of Jackson; and

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

WHEREAS, **LOVE TRUCKING CO., INC.** appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure foundation, steps, driveway and cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 506 HILLSDALE DRIVE for the sum of \$5,000.00; and

WHEREAS, **LOVE TRUCKING CO., INC.** has a principal office address of 761 Woodlake Dr, 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 cut vegetation and remedy conditions on the property located at 506 HILLSDALE DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to **LOVE TRUCKING CO., INC.** for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/20/2020
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.																																													
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 4																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$5,000.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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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 20, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with LOVE TRUCKING CO., INC. for the demolition 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 #2018-2044.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE
11/1/20

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2044- 506 HILLSDALE DRIVE - \$5,000.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda. ck



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

11/4/20
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2020-1208 – 3431 ROSEMARY AVENUE – \$1,266.00 – 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 2020-1208 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, GREEN CONTRACT CLEANING, LLC appeared next on the rotation list and through its representative, Doris M. Green, 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 3431 ROSEMARY AVENUE for the sum of \$1,266.00; 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 3431 ROSEMARY AVENUE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,266.00 shall be paid to GREEN CONTRACT CLEANING, LLC for the services provided from funds budgeted for the Division.

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.																																													
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9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
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Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: 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 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 #2020-1208.

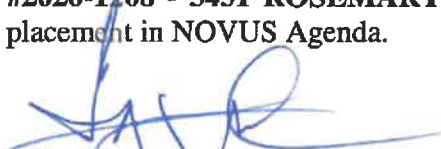
Thank you for your prompt consideration.

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 BOARD UP AND STRUCTURES(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 #2020-1208 - 3431 ROSEMARY AVENUE - \$1,266.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.



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

11/19/20

DATE

OFFICE OF THE CITY ATTORNEY
Cw

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, 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 #2020-1063 – 328 IDLEWILD STREET – \$1,077.50 – WARD 3

WHEREAS, on March 17, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 25, 2020 for Case 2020-1063 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 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 328 IDLEWILD STREET for the sum of \$1,077.50; 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 328 IDLEWILD STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,077.50 shall be paid to GREEN CONTRACT CLEANING, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 7
Agenda Date: November 24, 2020

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 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 #2020-1063.

Thank you for your prompt consideration.

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.																																													
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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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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 #2020-1159 – 910 NORTH FARISH STREET – \$3,709.20 – WARD 7

WHEREAS, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 14, 2020 for Case 2020-1159 located in Ward 7 of the City of Jackson; and

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

WHEREAS, R&C SERVICES LLC appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 910 NORTH FARISH STREET for the sum of \$3,709.20; 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 910 NORTH FARISH STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,709.20 shall be paid to R&C SERVICES LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 8
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
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 7																																													
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Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with 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 #2020-1159.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2020-1159 - 910 NORTH FARISH STREET - \$3,709.20 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* ca

11/16/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, 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 #2019-1487 – 3724 PARKWAY AVENUE – \$6,000.00 – WARD 3

ca

WHEREAS, on November 26, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 5, 2019 for Case 2019-1487 located in Ward 3 of the City of Jackson; and

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

WHEREAS, SOCRATES GARRETT ENTERPRISES, LLC appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3724 PARKWAY AVENUE for the sum of \$6,000.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SOCRATES GARRETT ENTERPRISES, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3724 PARKWAY AVENUE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,000.00 shall be paid to SOCRATES GARRETT ENTERPRISES, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 9
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
DATE

POINTS		COMMENTS																																													
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Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SOCRATES GARRETT ENTERPRISES, INC., for the demolition 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 #2019-1487.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2019-1487 - 3724 PARKWAY AVENUE - \$6,000.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda. ca



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

11/14/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1070 – 4573 KINGS HIGHWAY – \$5,200.00 – WARD 1

cc

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 2020-1070 located in Ward 1 of the City of Jackson; and

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

WHEREAS, SOCRATES GARRETT ENTERPRISES, INC appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4573 KINGS HIGHWAY for the sum of \$5,200.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SOCRATES GARRETT ENTERPRISES, INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 4573 KINGS HIGHWAY deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,200.00 shall be paid to SOCRATES GARRETT ENTERPRISES, INC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 10
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
DATE

POINTS	COMMENTS																																													
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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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.																																													
Schedule (beginning date)	To be determined pending execution of contracts.																																													
Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 1																																													
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COST	\$5,200.00																																													
Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
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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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: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SOCRATES GARRETT ENTERPRISES, INC., for the demolition 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 #2020-1070.

Thank you for your prompt consideration.

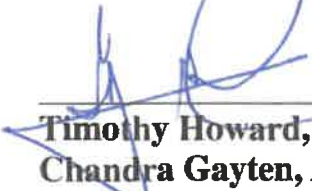
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2020-1070 - 4573 KINGS HIGHWAY - \$5,200.00 - WARD 1 is legally sufficient for placement in NOVUS Agenda.

11/11/20
OFFICE OF THE CITY ATTORNEY
CL



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

11/11/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1086 – 221 TENNESSEE AVENUE – \$4,500.00 – WARD 4

WHEREAS, on July 9, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 11, 2019 for Case 2019-1086 located in Ward 4 of the City of Jackson; and

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

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 221 TENNESSEE AVENUE for the sum of \$4,500.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 221 TENNESSEE AVENUE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,500.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 11
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
DATE

POINTS	COMMENTS																																													
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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Schedule (beginning date)	To be determined pending execution of contracts.																																													
Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 4																																													
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: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with XQUISITE LAWNCARE, LLC for the demolition 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 #2019-1086.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; CITY 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 #2019-1086 - 221 TENNESSE AVENUE - \$4,500.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CL

11/16/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1107 – 155 WEST NORTHSIDE DRIVE – \$5,000.00 – WARD 3

WHEREAS, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 30, 2020 for Case 2020-1107 located in Ward 3 of the City of Jackson; and

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

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 155 WEST NORTHSIDE DRIVE for the sum of \$5,000.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 155 WEST NORTHSIDE DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 12
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
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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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.																																													
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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: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with XQUISITE LAWNCARE, LLC for the demolition 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 #2020-1107.

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

11/16/20
Ca

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2020-1107 - 155 WEST NORTHSIDE DRIVE - \$5,000.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ca

11/16/20

Date

cc

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2018-2054 – 2343 HICKORY DRIVE – \$4,700.00 – WARD 4

WHEREAS, on May 14, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 18, 2018 for Case 2018-2054 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 2343 HICKORY DRIVE for the sum of \$4,700.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2343 HICKORY DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,700.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 13
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
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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8. COST	\$4,700.00																																													
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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: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2018-2054.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2054 - 2343 HICKORY DRIVE - \$4,700.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CG

11/16/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2020-1160 – 243 EAST DAVIS STREET – \$4,500.00 – WARD 7

WHEREAS, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 14, 2020 for Case 2020-1160 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 243 EAST DAVIS STREET for the sum of \$4,500.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 243 EAST DAVIS STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,500.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 14
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$4,500.00																																													
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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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: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2020-1160.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2020-1160 - 243 EAST DAVIS STREET - \$4,500.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney C

 11/16/20
Date

OFFICE OF THE CITY ATTORNEY
11/16/20
C

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2020-1156 – 1308 WINTERVIEW DRIVE – \$4,700.00 – WARD 1

ca

WHEREAS, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 14, 2020 for Case 2020-1156 located in Ward 1 of the City of Jackson; and

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

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 1308 WINTERVIEW DRIVE for the sum of \$4,700.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1308 WINTERVIEW DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,700.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 15
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020
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 1
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$4,700.00
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	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: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2020-1156.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2020-1156 - 1308 WINTERVIEW DRIVE - \$4,700.00 - WARD 1 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CG

11/16/20

Date

11/16/20
OFFICE OF THE CITY ATTORNEY
CG

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2019-1262 – 126 COHEA STREET – \$4,200.00 – WARD 7

WHEREAS, on August 20, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 30, 2019 for Case 2019-1262 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 126 COHEA STREET for the sum of \$4,200.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 126 COHEA STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,200.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020

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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5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7																																													
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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: November 9, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2019-1262.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2019-1262 - 126 COHEA STREET - \$4,200.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

11/16/20

Date

OFFICE OF THE CITY ATTORNEY
11/16/20
CG

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2016-1210 – 2876 ARBOR HILLS DRIVE – \$4,999.00 – WARD 7

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 19, 2018 for Case 2016-1210 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 2876 ARBOR HILLS DRIVE for the sum of \$4,999.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2876 ARBOR HILLS DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,999.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 17
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/5/2020

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$4,999.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: November 5, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2018-1210.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2016-1210 - 2876 ARBOR HILLS DRIVE - \$4,999.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CG

11/15/21

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2018-1210 – 132 NEATHERWOOD DRIVE – \$4,655.00 – WARD 7

CA

WHEREAS, on October 4, 2016, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 15, 2016 for Case 2018-1210 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 132 NEATHERWOOD DRIVE for the sum of \$4,655.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 132 NEATHERWOOD DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,655.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 18
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/5/2020
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 ▪ City WIDE (yes or no) (area) ▪ Precinct limits if applicable	WARD 7																																													
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8. COST	\$4,655.00																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ <input type="checkbox"/> ▪ <input type="checkbox"/> ▪ <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
10. Employee 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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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: November 5, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2016-1210.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1210 - 132 NEATHERWOOD DRIVE - \$4,655.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

11/16/20

DATE

OFFICE OF THE CITY ATTORNEY
11/16/20
CG

OFFICE OF THE CITY ATTORNEY
CC

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2017-2187 – 238 FERGUSON DRIVE – \$4,662.00 – WARD 7

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 23, 2018 for Case 2017-2187 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 238 FERGUSON DRIVE for the sum of \$4,662.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 238 FERGUSON DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,662.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 19
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/5/2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$4,662.00																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
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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: November 5, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2017-2187.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2017-2187 - 238 FERGUSON DRIVE - \$4,662.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

11/11/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2018-1209 – 111 NEATHERWOOD DRIVE – \$4,449.00 – WARD 7

ca

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 19, 2018 for Case 2018-1209 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 111 NEATHERWOOD DRIVE for the sum of \$4,449.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 111 NEATHERWOOD DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,449.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 20
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/5/2020
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.																														
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7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	COST	\$4,449.00																														
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ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
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Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: November 5, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2018-1209.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1209 - 111 NEATHERWOOD DRIVE - \$4,449.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda. ca



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CL

11/16/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE 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 #2017-1300 – 118 FERGUSON DRIVE – \$4,998.00 – WARD 7

WHEREAS, on July 18, 2017, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 6, 2017 for Case 2017-1300 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, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, 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 118 FERGUSON DRIVE for the sum of \$4,998.00; and

WHEREAS, SITE MANAGEMENT ASSISTANCE LLC has a principal office address of 200 North Hills Street, Meridian Mississippi 39305.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 118 FERGUSON DRIVE deemed to be a menace to public health, safety, and welfare.

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

Consent Agenda Item # 21
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/5/2020
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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5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$4,998.00																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Fee <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
10. EBO Participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						

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: November 5, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE 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 #2017-1300.

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 SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAYS; 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 #2017-1300 - 118 FERGUSON DRIVE - \$4,998.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

11/16/20

Date

OFFICE OF THE CITY ATTORNEY
11/16/20
CG

OFFICE OF THE CITY ATTORNEY
11/12/2020

ORDER ACCEPTING PAYMENT OF \$2,347.40 FROM LIBERTY MUTUAL INSURANCE COMPANY ON BEHALF OF ITS INSURED CHARLES ELLIS AS A PROPERTY DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$2,347.40 as a property damage settlement for damage sustained to City of Jackson property {PC-1755} on July 09, 2020.

APPROVED FOR AGENDA:

Item # _____
Agenda Date: 12 NOVEMBER 2020
By: Lumumba, Howard, Poullard

11/12/2020
{TBP}

Consent Agenda Item # 22
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/12/2020
DATE

P O I N T S		C O M M E N T S						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$2,347.40 FROM LIBERTY MUTUAL INSURANCE COMPANY ON BEHALF OF ITS INSURED CHARLES ELLIS AS A PROPERTY DAMAGE SETTLEMENT						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
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"/>	Office of the City Attorney						
8.	COST	\$2,347.40						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<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>

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

DATE: November 12, 2020

**RE: Damage to City Property and Recovery of Repair Cost from
Liberty Mutual Insurance Company**

On 07/09/2020 V1 (Samuel Brown JPD, 2013 Dodge Avenger, PC1755) was traveling eastbound on Tombigbee and the driver of V2 (Lorrie Harper, 2019 Ford Escape) was traveling southbound on State Street. Both vehicles came to the intersection at the same time. The driver of V2 stated she just had eye surgery and was unable to see the traffic control device. V1 stated his traffic control signal was green at the time of the impact. No injuries were reported by either driver.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as settlement for property damages to PC 1755. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments



**CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM**

DATE: 11/12/2020

RECEIVED FROM: Liberty Mutual Insurance (Insured Charles Ellis)
Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: Claim #13965 D/L: 7/9/2020 Vehicle # PC-1755
 Division#: 001 442 40 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

Financial Data:

Check# 51313051 \$ 2,347.40
 Check# _____ \$ _____
 \$ _____
TOTAL DEPOSIT \$ 2,347.40

Account Number (s)	Description of Payment	Amount Paid
<u>407926765</u>	<u>PC #-1755</u>	<u>\$2,347.40</u>
_____	_____	_____
_____	_____	_____

Prepared by: Mac Darrell Poulard

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS * 001491
 LAKE MARY, FL
 P.O. BOX 1525
 DOVER, NH 03821-1525

51-94/119
 BANK OF AMERICA
 HARTFORD, CT

*PAY *TWO *THOUSAND *THREE *HUNDRED *FORTY *SEVEN *DOLLARS *FORTY *CENTS*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0508	404	CLAIM 042982955-0002	51313051	11/03/20

PAY ***\$2347.40

VOID IF NOT PRESENTED WITHIN 90 DAYS OF ISSUE DATE OF CHECK

PAY TO THE ORDER OF
**CITY OF JACKSON
 PO BOX 17
 ATTN RISK MANAGEMENT
 JACKSON MS 39205-0017**

Mac Darrell Poulard

⑈ 5 1 3 1 3 0 5 1 ⑈ ⑆ 0 1 9 0 0 4 4 5 ⑆ 00 2 2 4 0 0 7 2 0 6 5 ⑈

THIS ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

MEMO

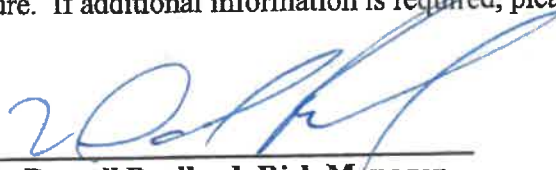
**TO: Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

DATE: November 12, 2020

**RE: Damage to City Property and Recovery of Repair Cost from
Liberty Mutual Insurance Company**

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It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as settlement for property damages to PC 1755. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



**MacDarrell Poullard, Risk Manager
Risk Management Division**

MDP/tbp

Attachments

RECEIVED
NOV 18 2020
RISK MANAGEMENT

Office of the City Attorney
Risk Management Division



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

October 21, 2020

Liberty Mutual Insurance
Claim #042982955
P.O. Box 515097
Los Angeles, CA 90051

Re: Damages to the City of Jackson Property
Date of Accident: 07/09/20/20
Description of Property: PC1755
Location: State Street
Claim #13965
Amount of Lien: \$2,097.40-lowest estimate
\$250.00-LOU (5 days @ \$50 per day)
\$2,347.40-total

To Whom It May Concern:

The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson
ATTN: Risk Management Division
P.O. Box 17
Jackson, MS 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-0521.

Sincerely,

A handwritten signature in black ink that reads "Valerie T. Coleman". The signature is written in a cursive style.

Valerie T. Coleman, Claims Supervisor
Risk Management Division

VTC

Enclosures

PC1755

SMITH BROTHERS BODY SHOP, INC.
521 SOUTH FARISH STREET
JACKSON, MS 39201
PHONE: (601)353-5217 FAX: (601)353-4627
TAX ID # 640878842

*** PRELIMINARY ESTIMATE ***

RECEIVED 08/04/2020 11:01 AM

~~AUG 04 2020~~

Owner

Owner: CITY OF JACKSON PC1755

RISK MANAGEMENT

Inspection

Inspection Date: 08/04/2020 11:02 AM

Inspection Type:

Contact: DAN SMITH

Repairer

Address: 521 SOUTH FARISH STREET

Work/Day: (601)353-5217
Home/Evening: (601)353-5218
FAX: (601)353-4627

City State Zip: JACKSON, MS 39201
Email: chuck.smith55@yahoo.com

Target Complete Date/Time:

Days To Repair: 6

Vehicle

2013 Dodge Avenger SE 4 DR Sedan
4cyl Gasoline 2.4
4 Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: BILLET MET
Ext. Refinish: Two-Stage
Ext. Paint Code: JSC,PSC

VIN: 1C3CDZAB0DN626800
Mileage Type: Actual
Code: N1563A
Int. Color: Black Interior
Int. Refinish: Two-Stage
Int. Trim Code: C7X9

Options - AudaVIN Information Received

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Bucket Seats
Center Console	Chrome Grille	Cruise Control
Dual Airbags	Floor Mats	Halogen Headlights
Head Airbags	Intermittent Wipers	Keyless Entry System
LED Brakelights	Lighted Entry System	MP3 Decoder
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Rear Window Defroster
Rem Trunk-L/Gate Release	Side Airbags	Split Folding Rear Seat
Stability Cntrl Suspensn	Steel Wheels	Strg Wheel Radio Control
Tachometer	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	BR	207	13	Door Shell,Front LT	Blend Refinish 1.0 Blend 0.6 Two-stage setup 0.5 Two-stage				2.1	RF
2	RI	130		Mldg,Front Door Belt LT	R & I Assembly				1.1	SM
3	RI	229		Mirror,Outer R/C LT	R & I Assembly				INC	SM
4	RI	237		Handle,Front Door Otr LT	R & I Assembly				0.2	SM
Rear Doors										
5	UE	287		Door Shell,Rear LT	Replace OE Surplus	\$400.00*			4.2	SM
6	L	287		Door Shell,Rear LT	Refinish 2.0 Surface 1.0 Edge 0.6 Two-stage				3.6	RF
Quarter And Rocker Panel										
7	I	379		Panel,Quarter LT	Repair				4.0*	SM
8	L	379		Panel,Quarter LT	Refinish 2.2 Surface 0.4 Two-stage				2.6	RF
Manual Entries										
9	SB	M17		Cover Car Exterior	Sublet Repair	\$7.00*				RF
10	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*				SM
11	N			RUFF PULL	Additional Labor				2.0*	SM*
11 Items										

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$400.00
Paint & Materials	8.3 Hours @ \$48.00	\$398.40
Parts & Material Total		\$798.40

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	5.5	6.0	11.5	\$747.50
Mech/Elec (ME)	\$95.00				
Frame (FR)	\$100.00				
Refinish (RF)	\$65.00	8.3		8.3	\$539.50

Labor Total	19.8 Hours	\$1,287.00
Sublet Repairs		\$12.00
Gross Total		\$2,097.40
Net Total		\$2,097.40

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 39201 Audatex Host
Recycled Parts Y/1/0 Zip Code: 39201
Rate Name Default

Audatex Estimating 8.0.818 Update 2 ES 08/04/2020 11:05 AM REL 8.0.818 Update 2 DT 07/01/2020
© 2020 Audatex North America, Inc.

2.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

Solera

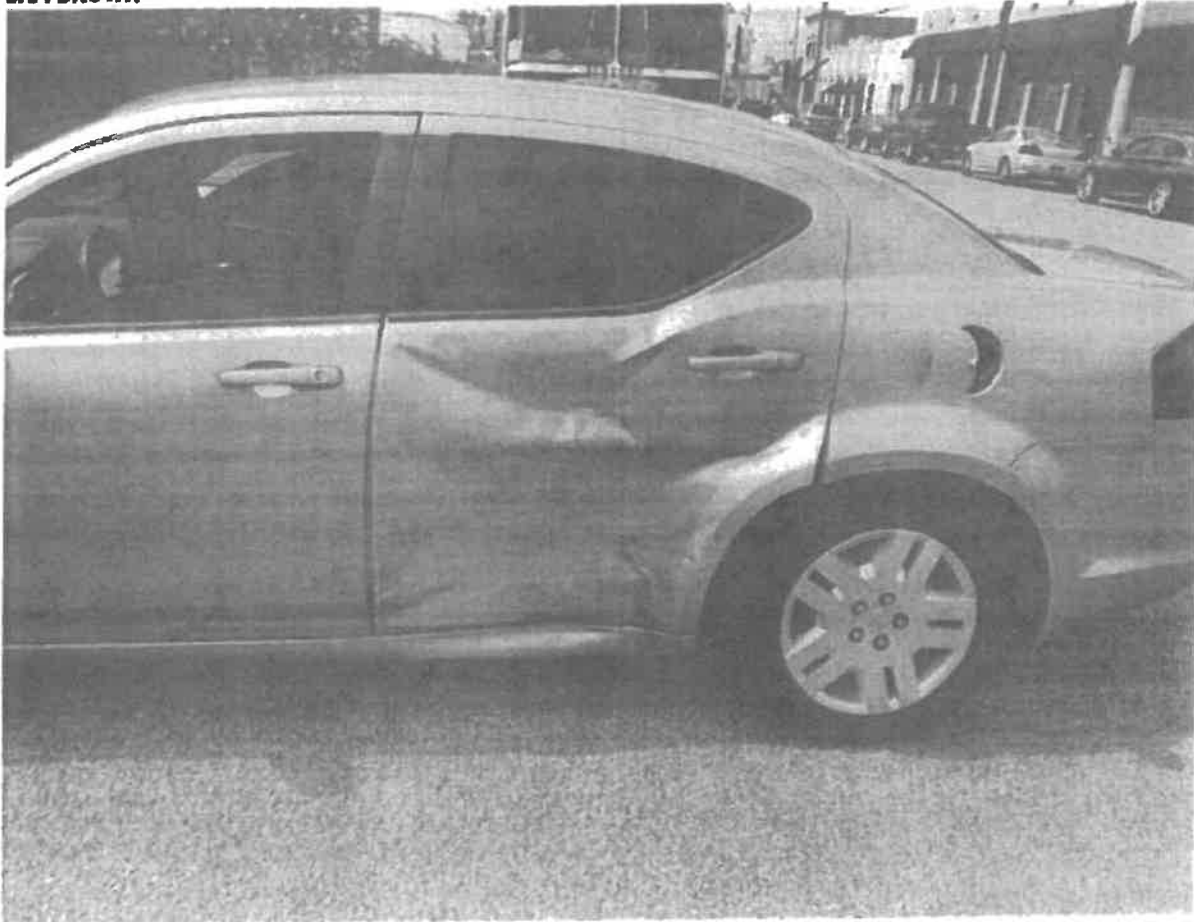
Audatex

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Solera

SAM BROWN



Sent from my iPhone

RECEIVED
4/2
RISK MANAGEMENT DIVISION

Sam Brown
JACKSON POLICE DEPARTMENT
Public Information Officer
Office: 601.960.1307
Cell: 601.502.4902
Email: samb@cityjackson.ms.us

CLAIM OFFICE ADDRESS:
 P.O. BOX 1525
 DOVER, NH 03821-1525



B. CODE 404	CHECK REFERENCE 51313051	CHECK DATE 11/03/20
CHECK AMOUNT ***\$2347.40	BLOCK NUMBER 001491	

CONTACT: CAROLLO, JIM
 PHONE: 1-800-2CLAIMS

INSURED NAME: ELLIS, CHARLES

CLAIMANT NAME: CITY OF JACKSON

ACCIDENT DATE: 07/09/20

U/W CO: LH GENERAL INSURANCE COMPANY
 OSN: VV01011B301-001729
 CLAIM NUMBER: 042982955-0002
 POLICY NUMBER: ADS-258-746218-400
 INSURED OPERATOR:

COVERAGE	INVOICE NO	DATES OF SERVICE	CHARGES	PAID AMT	ADJUSTMENTS
LIABILITY PROPERTY DAMAGE			2347.40	2347.40	
TOTAL CHARGE:			2347.40		
TOTAL PAID:			2347.40		
TOTAL DEDUCTIBLE:			0.00		
TOTAL FEDERAL WITHHOLDING:			0.00		
CHECK AMOUNT:				2347.40	

NOTES
 CLM NO. 13965

RECEIVED

NOV 09 2020

RISK MANAGEMENT DIVISION

CITY OF JACKSON

ACCIDENT REPORT INVOLVING CITY VEHICLE

JUL 22 2020

Date of Accident 7-9-20 Time 1020 AM/PM
Date this form completed 7-9-20 Time 1100 AM/PM

COPY
FILE
SET
UP

BY Jbd

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # _____ Year 2015 Make Dodge Type (Sedan, Pick-up, etc.) Sedan Dept Police

2. Operator's Name Sam Brown Employee # 105737 SSN _____ Date of Birth _____

3. City Driver License # 105737 State Driver License # _____

4. Home address 5751 Sedgwick Drive City/State/Zip Code Jackson, Ms. 39211 Phone # _____

5. Parts of vehicle damaged Rear left passenger door Approximate cost of repairs \$ Unk

6. Location of Accident State Street at Tombigbee Street

7. Were the appropriate law enforcement officials notified immediately? Yes No

8. If not, why? N/A

9. Name of Investigating Officer Alvin McDaniel Badge # 1749 Employee # 100978 Case # 20-098977

10. Vehicle # 1 was going (North, East, Parked, etc.) East on Tombigbee Street (Street)

11. Name, Address, Zip Code & Phone # of Witness (s) N/A
7-9-20

SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year 2019 Make Ford Type (Sedan, Pick-up, etc.) SUV

2. Operator's Name Lorie Harper Phone # _____

3. Street address _____ City/State/Zip Code Vicksburg MS. 39180

4. Parts of vehicle damaged Front (R) Approximate cost of repairs \$ Unk

5. Vehicle # 2 was going (North, East, Parked, etc.) South State Street on South State Street (Street)

INDICATE
NORTH
BY ARROW

Remarks:

Driver 2 was traveling south on State Street and ran a red light striking vehicle 1 which was traveling east on Tombigbee ST. on a green light.

Driver 2 stated that she had just had eye surgery.

RECEIVED

Street

JUL 21 2020

NOTE: Please attach a separate sheet of paper, if necessary.

I certify that I have supplied all facts pertaining to this accident and the above information is true and correct to the best of my knowledge

RISK MANAGEMENT DIVISION

EMPLOYEE'S SIGNATURE [Signature] DATE 7-9-20

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments _____

Was the City Employee injured? If yes, has the Personal Injury Report been completed? Yes No

Was the City Employee wearing his/her seat belt? Yes No

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable Non-preventable Undetermined at this time

Supervisor's Signature [Signature]
Supervisor's Printed Name Lee Robinson Supervisor's Employee # 6136 Date 7-9-20

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments _____

In my opinion the accident is: Preventable Non-Preventable Undetermined at this time

Department Head's Signature [Signature] Department [Signature] Date 7/15/2020

Department Head's Printed Name [Signature]
Original Copy - Risk Management Division 2d Copy - Department 3d Copy - Timekeeper 4th Copy - Employee

PK 7/24/20
FILED

hp
vc 7/21/20

SAM BROWN



Sam Brown
JACKSON POLICE DEPARTMENT
Public Information Officer
Office: 601.960.1307
Cell: 601.502.4902
Email: samb@city.jackson.ms.us

SAM BROWN



Sam Brown
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Public Information Officer
Office: 601.960.1307
Cell: 601.502.4902
Email: samb@city.jackson.ms.us

SAM BROWN

Sam Brown

From: Sam Brown
Sent: Thursday, July 9, 2020 11:56 AM
To: Sam Brown
Subject: Pics 2020 098977



Sam Brown
JACKSON POLICE DEPARTMENT
Public Information Officer
Office: 601.960.1307
Cell: 601.502.4902
Email: samb@city.jackson.ms.us

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING PAYMENT OF \$2,347.40 FROM LIBERTY MUTUAL INSURANCE COMPANY ON BEHALF OF ITS INSURED CHARLES ELLIS AS A PROPERTY DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson

Carrie Johnson, Senior Deputy City Attorney

11/17/2020

DATE

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AMENDING CHAPTER 110, ARTICLE 1, SECTION 110-28 OF THE JACKSON
CODE OF ORINANCES TO AMEND PROCEDURES FOR THE ERECTION OF
PUBLIC ACCESS GATES TO NEIGHBORHOOD**

WHEREAS, the City of Jackson has received requests from citizens for the allowance of the installation of access gates across publicly dedicated streets, thoroughfares, rights-of-way and easements and the entrances to subdivisions located within the City; and

WHEREAS the City of Jackson has determined that it would be in the best interest of the City to amend the procedures required for the request and approval of said access gates.

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

Sec. 110-28. - Procedures for the erection of public access gates to neighborhoods are amended as follows:

- (a) Applicability. This section shall apply to any residential street within the city in which the homeowner's organization or other approved applicant agrees to install and maintain the gate(s) at applicant's sole expense.
- (b) Accessibility.
 - (1) Gates controlling entry to residential streets must provide full and equal access to the residential neighborhood to all members of the general public 24 hours a day, seven days a week.
 - (2) All public access gates should be marked with signage indicating that it is open to the public. Gates may only be erected in neighborhoods, which are defined as one or more of the following:
 - a. Residential areas within the boundary of one homeowner's association.
 - b. Residential areas shown on one or multiple recorded plats with the same or similar name commonly considered or referred to as one neighborhood that may or may not be the same name as the recorded plat(s); or
 - c. Other areas determined by city staff to be distinctive and cohesive.
 - (3) Gates shall not be erected on or in conflict with any collector or arterial streets as shown on the current MDOT functional classification system map. (<http://mdot.ms.gov/documents/planning/?dir=Maps/Functional%20Class%20Maps/>).
- (c) Gate Approval Process – Prior approval is required for installation of public access gates.
 - (1) Pre-Application Meeting – Prior to submittal a Public Access Gate Application, a pre-application meeting with Planning and Development Staff is required.
 - (2) Conceptual Drawing– Prior to submittal of a Public Access Gate Application, a conceptual drawing showing proposed locations shall be submitted to Planning

Adoption of Ordinance #23
Agenda Date: November 24, 2020

and Development. After submittal of conceptual drawing, staff shall provide written notice to proceed with community meeting.

- (3) Community Meeting – The applicant shall hold a community meeting to share conceptual drawings and to gather input. Planning and Development staff shall be present to provide technical support.
 - a. Notice Required:
 - (1) All property owners in the neighborhood boundary must be notified by certified mail of the time, place, and location of the community meeting at least 15 days prior to the scheduled meeting.
 - (2) All property owners identified by staff as directly affected by the gate outside of the neighborhood boundary.
 - (3) Upon filing an application, a public notice sign, with time, date, and location for the community meeting, shall be posted at all proposed gate locations 15 days prior to the community meeting for the proposed gate.
 - b. Meeting Format: During the community meeting, the conceptual drawings shall be shared and a record of all input provided shall be kept by staff.
 - c. Upon completion of the public notice and community meeting required, the Planning and Development staff shall provide written approval to move forward to submit a formal application within 60 days.
- (4) Formal Application: All applications for permits to install gates shall be submitted to the Department of Planning and Development's site plan review coordinator. All permit applications shall contain the following information:
 - a. Scaled site plans or photographs showing proposed gate dimensions and details of surrounding streetscape elements, including property lines, sidewalks, curb lines, lighting, trees indicating size, tree grates, planters, street signs, bus stops and fire hydrants if relevant.
 - b. A petition reflecting that at least 75 percent of the property owners who reside within the proposed gated area are in favor. In lieu of a petition, a ballot may be sent by mail to all property owners who reside within the proposed gated area. If 75 percent of those property owners vote in favor of the gate(s), a sworn letter confirming that the vote occurred as described shall be submitted in place of a petition. The names and addresses of property owners voting in favor of the public access gate must be provided with the sworn letter.
 - c. Any other additional information required by law, rule, or ordinance, or that any department of the city or city council, or the permit applicant reasonably

deems appropriate to assist the city in determining whether the permit should be granted. The application can be supplemented prior to final determination.

- d. Proof of Notice: Applicant shall provide visual time stamped evidence that public notice signs have been properly displayed and certified mail receipts for required letters.

(d) *Design standards.*

- (1) All gate installations must conform to the following provisions:
 - a. Gates shall be designed in such way as to avoid damage to existing public infrastructure including road surface, base, and curbing.
 - b. A turn around space shall be constructed at the expense of the applicant or homeowners' association in an area at a distance in front of the public access gate to allow an average size passenger vehicle to turn around and leave without accessing the gate.
 - c. The absence of signage or use of signage, which in any manner discourages entrance by the public, shall not be allowed.
 - d. The gate shall have a Firebox and SOS system, which allows access by emergency vehicles, including fire and police department vehicles. Approach and departure areas on both sides of a gated entrance must provide adequate setbacks and proper alignment to allow free and unimpeded passage of emergency vehicles through the entrance area.
 - e. The area containing and adjacent to the public access gate shall be sufficiently lighted so that the public access gate may be easily seen at night.
 - f. All components of the gate system must be maintained in an approved operating condition, with all components serviced and maintained on a regular basis as needed to ensure proper gate operation. A proper power supply shall be maintained to all electrical and electronic components at all times. In the event of a loss of power, a default open function shall be installed to keep the gate open until such time as power has been restored.
 - g. In neighborhoods where multiple entrances exist, exit-only gates may be permitted so long as one entrance remains open to the general public at all times. The city shall determine whether or not a gate location is suitable to function as an "exit-only" gate on a case-by-case basis in the site plan review process.
 - h. The public access gate shall comply with all other design standards consistent with a policy established by staff to implement this section.
 - i. Gate shall have a primary and secondary means of triggering the public access gate control mechanism. Use of loops in the pavement is not allowed.
- (2) Gates securing the fire apparatus access roads shall comply with all of the following criteria:

- a. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).
 - b. Gates shall be of the swinging or sliding type.
 - c. Construction of gates shall be of materials that allow manual operation by one person.
 - d. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
 - e. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
 - f. Electric gate operators, where provided, shall be listed in accordance with UL 325.
 - g. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.
- (3) The applicant shall assume all costs and responsibility for planning, installation, and maintenance of the public access gate, including repair or replacement if the public access gate malfunctions, become inoperable, or is damaged.
 - (4) City shall have the right to enter, inspect, disable, open, or remove any device or other feature that implements or controls vehicle access at the sole expense of the applicant. All gate signage and equipment are subject to periodic inspection by the city and if found to be in a condition of disrepair must be repaired by the applicant within five days of written notice from the city to the applicant's listed point of contact. Any request for extension of time to repair must be approved, in writing, by city staff. While the gate is under repair it shall remain in an open position at all times.
 - (5) To protect the interests of the city, the applicant shall obtain a policy of liability insurance in an amount of not less than \$1,000,000.00, which policy will include the city as an additional insured interest and which will protect against costs, expenses, damages or judgments associated with claims arising out of the approval, installation and maintenance of the public access gate. Further, the applicant shall indemnify the city and hold harmless for any costs, expenses, damages or judgments associated with claims arising out of the approval, installation and maintenance of the public access gate.
 - (6) Upon submission of application to the site plan review committee, the applicant shall name an individual who will act as the point of contact for any issues relating to or regarding its gate. The applicant shall keep on file with the planning and development department the name, telephone number, and email address of the point of contact. Additionally, each applicant shall provide the same information of an alternate to act in the absence of the point of contact.

(e) *Approval and appeals process.*

- (1) Within 60 days of receipt of the formal application, the site plan review committee shall make a written recommendation for approval or denial to be submitted to the planning and development director. At that time, the planning and development director shall notify the applicant of the determination, and shall also place upon the city council agenda its recommendation for the approval or denial of a permit to erect a public access gate. Council shall then, by regular or special called meeting, conduct a public hearing in which interested parties and general citizenry shall have an opportunity to be heard. Before the city council holds such a hearing, there shall be two advertisements of the hearing. Said advertisements set forth the time and place of the hearing, and describe the nature of the proposed action. Such publications shall be submitted to the city clerk's office for publication in a newspaper approved by staff and of general circulation within the city. The first publication shall be made at least 15 calendar days before such hearing. All advertising costs shall be borne by the applicant. Proof of publication shall be provided to the planning and development director five calendar days prior to the scheduled hearing.
- (2) Any party aggrieved by a recommendation of the site plan review committee may, at the aforementioned public hearing, make known their opinions in support or in opposition to the committee's recommendation.

SECTION TWO: Should any sentence, paragraph, clause, phase, or section of this Article be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinance of the City of Jackson, Mississippi, as a whole

SECTION THREE: This ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 2-13-11 of the Mississippi Code Annotated, as amended.

OFFICE OF THE CITY ATTORNEY
11-23-2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER MAINTENANCE SERVICES FOR COMMERCIAL WATER METERS (CITYWIDE)

WHEREAS, the City of Jackson Water-Sewer Business Administration is in need of maintenance services for its commercial water meters; and

WHEREAS, the Water-Sewer Business Administration also needs to replace a portion of the existing commercial meter inventory because of various issues with meters, meter installation, and meter transceivers; and

WHEREAS, Sustainability Partners LLC is a Delaware limited liability corporation with its principal business address at 3133 W. Frye Road, Suite 101, Chandler, Arizona 85226, with projects throughout the United States of America; and

WHEREAS, Sustainability Partners LLC (SP) proposes to enter into a Master Utility Service Agreement with the City of Jackson under which the City and SP will participate with the Water-Sewer Business Administration in procuring the needed commercial meters, AMR/AMI component, and installation pursuant to Mississippi Public Purchasing Law; and

WHEREAS, following the procurement, SP will contract to purchase commercial meters, AMR/AMI components, and installation services from the lowest and best bidder at prices not to exceed the bid prices with SP continuing to own the meters and associated AMR/AMI throughout the term of the Master Utility Service Agreement; and

WHEREAS, based on the procurement prices, SP will propose an Addendum to the Master Utility Service Agreement that will provide a monthly payment, the Utility Service Agreement (USA) Payment, by the City for the maintenance of the meters and AMR/AMI system; and

WHEREAS, the USA Payment will be based on a usage rate per meter that will be negotiated with SP at the time of the Addendum to the Master Utility Service Agreement is proposed, along with a cost for Minor Maintenance/Care (MMC) and Major Maintenance/Renewal (MMR) ; and

WHEREAS, the monthly payment for MMC will be to provide for “the performance of warranty services, maintenance, repairs and replacement with respect to the [meters and AMR/AMI components] for the purpose of (i) cleaning, maintaining aesthetics, or routine warranty service or care, (ii) addressing a [meter or AMR/AMI component] that is not in good working order, (iii) performing service recommended or necessary to maintain a [meter or AMR/AMI component] in good working order, or (iv) for other similar purposed” or, in other

ITEM # _____
AGENDA DATE: _____
BY: LUMUMBA

Agenda Item # 26
Agenda Date: November 24, 2020

words, to maintain the installed meters and AMR/AMI components properly and ensure that they continue to read and transmit water consumption properly to the City's utility billing system software; and

WHEREAS, the monthly payment for MMR will be to provide for "a replacement, major overhaul, substitution or upgrade of the [meter(s) and AMR/AMI component(s)] from time to time, subject to the terms of the Agreement, that is not performed for the purposes of MMC" or, in other words, to replace any meters or AMR/AMI components that may fail or require an upgrade outside of the manufacturers' warranty; and

WHEREAS, upon approval of the Addendum by the governing authorities and its execution by the parties and a Notice to Proceed executed by the Mayor, SP will purchase the meters and manage their installation; and

WHEREAS, the City will be under no financial obligation to SP until the approval of the Addendum and the issuance of the Notice to Proceed and the City may terminate the Master Utility Service Agreement prior to the issuance of the Notice to Proceed; and

WHEREAS, as meters are installed and placed in service, the City will execute Certificates of Acceptance for the installed meters based on the verification of the completion of proper installation and begin paying the monthly usage rate for each meter, which when accumulated with the MMC and any MMR, will constitute the USA Payment; and

WHEREAS, the initial term of the Master Utility Service Agreement will be negotiated with SP at the time of the Addendum; and

WHEREAS, at the conclusion of the initial term of the Master Utility Agreement, its term will be from month-to-month, automatically renewing unless the City notifies SP of its intent to terminate the Agreement; and

WHEREAS, upon termination, SP will assign the meters and AMR/AMI components to the City on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND", but receiving the rights to any existing meter and AMR/AMI component warranties or maintenance agreements, with the City responsible for paying to SP the value of the remaining useful life of the meters and AMR/AMI components as determined by a third-party selected by SP, subject the City's rejection of that third-party for a reasonable basis; and

WHEREAS, the Water-Sewer Business Administration recommends entering into a Master Utility Services Agreement with Sustainability Partners LLC for the maintenance of certain commercial water meters to be purchased, installed, and owned by Sustainability Partners LLC for the benefit of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Master Utility Services Agreement with Sustainability Partners LLC that will begin the process of procuring certain commercial water meters, AMR/AMI components, and their installation.

IT IS FURTHER ORDERED that any financial obligations of the City of Jackson to Sustainability Partners LLC will be wholly contingent upon the approval by the governing authorities of an Addendum setting forth the monthly cost of the meters and AMR/AMI components to the City and the further authorization of the City Council for the Mayor to execute a Notice to Proceed.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 18, 2020

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 SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER MAINTENANCE SERVICES FOR COMMERCIAL WATER METERS (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	5., 6., and 7.																																													
3.	Who will be affected	Certain commercial Water-Sewer Utility customers																																													
4.	Benefits	Will begin the process that will allow the City to replace certain commercial meters																																													
5.	Schedule (beginning date)	December 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	No cost at this time; any financial obligation to the City will be contingent upon a future Addendum and Notice to Proceed																																													
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	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



Master Utility Service Agreement

The parties to this Master Utility Service Agreement (this "M-USA") are City of Jackson, Mississippi ("Customer") and Sustainability Partners LLC, a Delaware limited liability company ("SP"). This M-USA sets forth the General Terms and Conditions attached as Exhibit 1 (the "General Terms") that apply to sustainability solutions and related services to be provided by SP or an affiliate thereof (as applicable, the "SP Entity") as described in each subsequently executed USA Service Addendum identified as an Exhibit 2 to this M-USA (each a "Service Addendum"), and subject to acceptance pursuant to one or more Certificates of Acceptance identified as an Exhibit 4 to this M-USA for installed solution components contemplated by the corresponding Service Addendum (each a "Certificate of Acceptance").

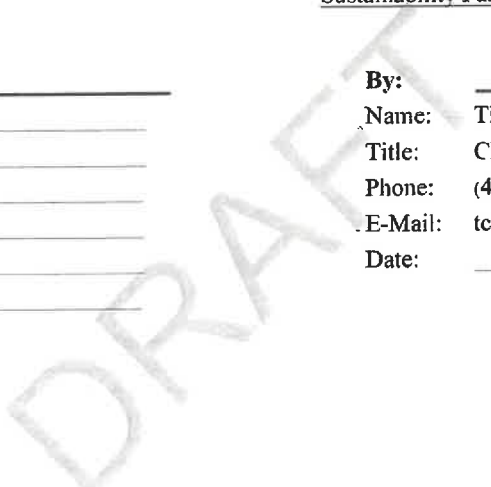
This M-USA is entered into by and between the undersigned parties (each a "Party;" together, the "Parties") for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of _____, 2020.

City of Jackson, Mississippi

Sustainability Partners LLC

By: _____
Name: _____
Title: _____
Phone: _____
E-Mail: _____
Address: _____

By: _____
Name: Thomas Cain
Title: CEO
Phone: (480) 840-0400
E-Mail: tcain@s.partners
Date: _____, 2020



These General Terms and Conditions (these “**General Terms**”) apply to and are incorporated into each Agreement (defined below) between Customer and an SP Entity. Capitalized terms not defined in these General Terms have the meanings given in the applicable Agreement and the Master Utility Service Agreement (the “M-USA”) to which these General Terms are attached as Exhibit 1.

1. **The Sustainability Services.** Customer engages the SP Entity as an independent contractor to provide the following services (the “Services”) at the Location on the terms set forth in this Agreement for Unit(s):
 - 1.1. *SP Entity ownership.* If the SP Entity is funding the Unit(s), the SP Entity will acquire and cause the Unit(s) to be installed at the Location. The SP Entity will pay the Installation Cost in connection with the Installation of the Unit(s);
 - 1.2. *Customer ownership.* If the SP Entity is paying a Rights Fee or the Unit(s) are Customer funded, the Customer has and retains all Unit(s) ownership and operation rights provided there is no Payment Default;
 - 1.3. *Maintenance.* Whether SP Entity ownership or Customer ownership, maintenance costs of Unit(s) shall be as provided for in Sections 7, 8, and 9 of this Agreement; and
 - 1.4. *Use.* Unless there is a Payment Default, the SP Entity allows Customer’s full use of the Unit(s) at the Location during the Initial Term and any and all subsequent Additional Terms (each being defined in the Service Addendum and collectively defined as the “Term”).
2. **USA Payments.**
 - 2.1. *In General.* Customer will pay the USA Payments to the SP Entity as calculated in the Agreement. Where Revenue Sharing is the source of USA Payments and the Revenue is insufficient to fund the USA Payments, Customer will pay the shortfall.
 - 2.2. *Invoicing and Payment.* The SP Entity will electronically invoice Customer monthly, and invoiced amounts are due in full within 30 days by credit card, ACH, wire transfer or on such method as Customer and the SP Entity shall hereafter agree.
 - 2.3. *Late Fees.* If any amount due to the SP Entity is delinquent for more than 30 days, such amount will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and Customer will bear the reasonable costs and expenses (including attorneys’ fees and costs) incurred by the SP Entity in collecting such amounts.
 - 2.4. *Data Interruptions.* If data for calculation of a USA Payment is unavailable to the SP Entity, the SP Entity may estimate the payment associated with such Units based on historical Usage, usage of similar Units or other reasonable means; provided that (a) any such estimated amounts shall be clearly identified on the applicable invoice, and (b) if the relevant actual data becomes available within six months following the invoice date for the estimated payment, the SP Entity will reconcile on the next invoice the actual data with the estimated data and provide a true-up calculation to Customer.
 - 2.5. *Excess Usage.* Should annual USA Payments exceed that required for SP Entity obligations those funds will be credited to the Support Reserves.
 - 2.6. *Usage Rate Reduction Payment.* At Customer’s sole option, starting year 4 from Install Date, the Customer may once a year, propose to make an additional payment (a “Usage Rate Reduction Payment”) of no less than 10% of Actual Cost. Following receipt of such a proposal for a Usage Rate Reduction Payment, the SP Entity shall provide Customer with a restated Service Addendum containing updated Usage Rates (contingent on receipt of the Usage Rate Reduction Payment) determined by the SP Entity to achieve economics consistent with the methodology used to establish the Usage Rates in the existing Service Addendum. Within 30 days thereafter, Customer, at its sole, option may elect whether to approve and execute the restated Service Addendum and pay the corresponding Usage Rate Reduction Payment.
 - 2.7. *Governmental Entity Provisions.* If Customer is a Governmental Entity, the following provisions shall apply:
 - a) *Legislative Appropriation.* The SP Entity acknowledges that Customer’s payment of amounts, other than Revenue Sharing, due under this Agreement is subject to appropriation by Customer’s applicable legislative body of sufficient funds therefor and the availability of funds following legislative appropriation. In any budget submitted by Customer for approval and funding by Customer’s applicable legislative body that provides for payment of all Customer utilities from which Customer agrees SP Entity payment is to derive, Customer shall include sufficient funding for unpaid amounts to be paid by Customer under this Agreement, as well as sufficient funding for such amounts anticipated to be paid by Customer under this Agreement for the period covered by the appropriation.
 - b) Customer makes no representations, warranties, or covenants, express or implied, that the legislature will make such appropriations. So long as (i) the Customer continues to make good faith best efforts to pass such appropriation, keeping the SP Entity fully informed of such efforts, and (ii) the SP USA Payment is treated pari-passu in all respects with payments to all other Customer utilities requiring similar appropriations, failure to pass such appropriation will not result in a Payment Default by Customer. Except as provided for by satisfying conditions (i) and (ii) above, delays or failures to pay amounts when otherwise due under this Agreement, including the failure of Customer’s applicable legislative body to appropriate necessary funds, this provision shall not restrict the SP Entity from terminating this Agreement for a resulting Payment Default by Customer.
 - c) *Invoicing and Payment.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.2 above, the SP Entity will electronically invoice Customer monthly, and invoiced amounts are due and shall be paid in full in accordance with the provisions of the Prompt Payment Act; payments shall be made by such method as Customer and the SP Entity hereafter agree.
 - d) *Late Fees.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.3 above, payments not timely made pursuant to the provisions of this Agreement shall entitle the SP Entity to the penalties and other remedies as set forth in the Prompt Payment Act.
3. **Unit Procurement, Installation and Acceptance.**
 - 3.1. *Selection of the Installed Units.* Upon execution of an initial Service Addendum, Customer and the SP Entity shall cooperate in defining the specific design and specifications of the Installation. Unit(s) for installation at the Location shall be selected by SP and approved by Customer from an Approved MMC Provider listed in the applicable Service Addendum. SP Entity will then provide Customer with applicable Usage Rates in a restated Service Addendum for execution to proceed further with efforts towards Installation.
 - 3.2. *Selection of Installation Contractors.* Contractors for the Installation shall be selected by SP and approved by Customer from an Approved Contractor listed in the applicable Service Addendum. SP Entity will then provide Customer with applicable Usage Rates in a restated Service Addendum for execution to proceed further with efforts towards Installation.
 - 3.3. *Competitive Bidding.* If Customer is a Governmental Entity, then to the extent that Customer or the SP Entity determines that a competitive bidding process is required under applicable Laws, the selection of the Units, vendor(s), or contractor(s) for the Installation shall be in accordance with provisions of such applicable Laws and conducted jointly by the SP Entity and Customer including requirements that the general contractor use commercially reasonable efforts to allow qualified local and/or minority contractors have an opportunity to competitively bid on the Project. The awards will be based on

- lowest cost of usage from qualified bidder(s) or best value bidders(s) over the Units expected useful life, consistent with the requirements and analysis provided by the SP Entity. Following the selection of the qualified bidder or bidders, the SP Entity shall provide Customer with a restated Service Addendum with updated Usage Rates reflecting any changes in the expected economics based on the negotiated contracts with the selected bidder(s). Execution of the restated Service Addendum shall occur prior to proceeding further with Installation efforts contemplated by this Agreement. To the extent applicable, this Section 3.3 shall govern over the terms of Sections 3.1 and 3.2 above.
- 3.4. *Installation Agreements.* A written agreement with an Approved Contractor for Installation work (an "Installation Agreement") shall be executed by either the SP Entity or Customer as determined by the related Service Addendum and subject to the other's written approval of such Installation Agreement. Each Party shall be an express beneficiary to the Approved Contractor's warranties, guaranties and obligations with respect to the Installation work. Each Party shall be independently entitled (without obligation) to enforcement of rights under an Installation Agreement. All Installation Agreements shall comply with any applicable Prevailing Wage Act to the extent required under applicable Laws.
 - 3.5. *Underwriting.* Following selection of the Unit(s), Approved MMC Provider(s) and Approved Contractor(s) for the Installation in accordance with the foregoing, the SP Entity shall make a good faith effort to contract for and underwrite the restated Service Addendum with updated Usage Rates based on such selection and other updated Installation information. The SP Entity will either (i) confirm the underwriting of the prior restated Service Addendum and approve issuance of the Notice to Proceed (Exhibit 3) to be executed by Customer, or (ii) if required for underwriting, present a further restated Service Addendum with updated Usage Rates for execution by Customer before issuing of the Notice to Proceed. Until the Notice to Proceed is issued with respect to such a restated USA Service Addendum in accordance with the foregoing, neither Party shall have any further liability or obligation to the other with respect to the terms of this Agreement.
 - 3.6. *The Installation.* Following Customer's issuance of a Notice to Proceed in accordance with the foregoing, the Customer and the SP Entity shall collaborate (either directly or through Customer's staff, construction manager or project manager) on the management of on-site Installation activities and general administration of Installation Agreements (including matters relating to the performance, conformity or timeliness of goods and services to be provided for the Installation by contractors and vendors). The SP Entity shall also proceed with procurement of the Units, and may also designate or engage an on-site Installation representative to assist and support in the management of Installation efforts and administration, the costs of which shall be included as Installation Costs.
 - 3.7. *Payment of the Installation Costs.* Installation Costs for Installation work to be paid in full by the Initial Funding Entity under this Agreement shall be performed pursuant to Installation Agreements that comply with the terms of this Agreement. Subject to the terms of this Agreement, the Initial Funding Entity agrees to pay the Installation Costs, except to the extent the aggregate Installation Costs exceed the aggregate amount specified in the restated Service Addendum (the "Installation Limit") or the Installation Costs per Unit (on a fully-loaded cost basis) exceed the amount per Unit specified in the restated Service Addendum (the "Installation Limit/Unit"), when due under the Installation Agreement (each such payment, an "Installation Payment"). In the event there are pre-installation services (e.g. engineering, survey, permitting etc.) paid by the SP Entity for a Unit that is not installed, those services will be charged monthly at 1.5% times the amount paid until a Certificate of Acceptance. In the event that there are Installation Costs exceeding the Installation Limit at the Location that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Installation Agreement; or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Installation Agreement, the Approved Vendor shall promptly provide notice to the Customer and the SP Entity before conditions are disturbed. The Customer and SP Entity will jointly and promptly investigate such conditions. If the Customer and the SP Entity determine that the conditions at the Location are not materially different from those indicated in the Installation Agreement and that no change in the terms of the Installation Agreement is justified, the SP Entity shall promptly notify the Approved Vendor in writing, stating the reasons. If the Customer and the SP Entity determine that they differ materially and cause an increase or decrease in the cost of, or time required for, performance of any part of the work, the SP Entity and Customer will work together to an equitable adjustment in the Installation Agreement for the Approved Vendor. If additional costs are incurred, whether due to a previously unknown condition, event at the Location or otherwise, then Customer may either:
 - a) pay such additional costs (without any obligation of the SP Entity to pay or reimburse such costs);
 - b) execute a restated Service Addendum provided by the SP Entity that takes such additional costs and corresponding underwriting requirements into account (ex. updated Usage Rates); or
 - c) terminate the Agreement and reimburse the SP Entity for the SP Entity's related costs then incurred (including underwriting, design, procurement, Installation Costs, storage, cancellation charges, fees, permits, legal and other costs) and any further costs as may be subsequently incurred in complying with a Customer request to make reasonable efforts to restore the Location to its prior condition.
 - 3.8. *Protection against Liens.* The SP Entity agrees, at Customer's direction, to withhold payment to any provider of materials or services in connection with providing or installing any equipment associated with a USA Service until such providers execute and deliver to Customer waivers of lien against Customer's property or against any public fund established for the payment of the USA Service. Customer shall not be responsible for making payments under any USA Service or Addenda thereto until all such waivers of lien have been delivered to Customer.
 - 3.9. *Installation Payment Notices.* Each Installation Payment Notice will (a) identify the amount to be paid by the Initial Funding Entity, (b) the date by which payment must be made, (c) payment instructions for electronic payment to the contractor, and (d) be delivered at least 10 business days prior to the date by which the payment must be made.
 - 3.10. *Inspection of Installation Work.* At its discretion and with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Installation work upon completion or any time prior thereto. If a contractor has not performed the Installation work in accordance with the Installation Agreement and in accordance with applicable industry standards, then (a) Customer and SP Entity will cause the contractor to diligently cure such conditions, and (b) the SP Entity may suspend its obligations until the contractor has cured such conditions.
 - 3.11. *Late Installation Payments.* If the Initial Funding Entity fails to pay any undisputed Installation Payment amount when due and Customer pays the contractor such Installation Payment amount, then amounts will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and the Initial Funding Entity will bear the reasonable costs and expenses (including attorneys' fees and costs) incurred by Customer in collecting such amounts.
 - 3.12. *Certificate of Acceptance.* After the Unit(s) have been installed and made available for Customer Usage, Customer will execute and deliver to the SP Entity a Certificate of Acceptance (Exhibit 4) prior to usage. USA Payments consistent with then-applicable Service Addendum shall be paid by Customer with respect to any material Customer usage of Units and constitutes a Certificate of Acceptance for such Units.
 - 3.13. *Installation Delays.* Except to the extent solely caused by either the SP Entity or Approved MMC Providers, if the Certificate of Acceptance has not been executed and delivered by Customer on or before the Completion Target specified in the Service Addendum, Customer will promptly pay the monthly carrying charge specified in the Service Addendum (the "Carrying Charge") and an additional Carrying Charge after each 30-day period thereafter during which such condition continues on Unit(s) Actual Cost. The Installation by contractors, engineers, architects and vendors are solely responsible for the performance, conformity or timeliness of goods and services to be provided for the Installation.

4. Unit Operation.

- 4.1. *Customer Operation.* To the extent permitted under applicable federal laws and laws of Venue State, Customer is solely responsible for the Unit(s), except for those specifically defined for SP in sections 7, 8, and 9, while in Customer's operation, use or possession and will indemnify, defend and hold harmless the SP Entity from and against any and all third-party Claims relating to Customer's operation, use or possession of the Unit(s).
- 4.2. *Unit Location.* Customer will keep the Unit(s) at the Location, except to the extent the SP Entity approves otherwise. The Unit(s) shall be used solely in the conduct of Customer's business. To the extent permitted under applicable federal laws and laws of Venue State, Customer warrants that the Unit(s) will be used for commercial or business purposes and not for consumer, personal, home or family purposes.
- 4.3. *Malfunctions; Defects; Changes to Environment.* Customer will promptly notify the SP Entity if Customer discovers a material malfunction, defect or interruption in the operation or condition of the Unit(s) or material change to an integral environmental resource like water, energy, gas or air that may degrade the Unit performance, maintenance, or Useful Life. Customer may continue operating the Unit(s) that Customer knows is not in good and working condition only to the extent approved in writing by the SP Entity.
- 4.4. *Efficiency Programs/Features.* The SP Entity may incorporate demand response and similar programs and features into the operation of the Unit(s), but these may not materially impact Customer's operations without Customer's prior approval of such program or feature.

5. Customer Care at the Location.

- 5.1. *In General.* Units are entrusted in Customer's care while at the Location. While any Unit is at the Location, Customer shall be responsible for competently protecting such Unit from damage, modification, vandalism, interference or destruction (excluding any damage, modification or destruction caused by the SP Entity or defect in the Unit itself) and ensuring interconnected systems are performing reliably, safely and effectively.
- 5.2. *Obstructions; Interference.* Customer will keep all areas in and around the Unit(s) free from any obstruction or interference that would impair Unit performance, installation, access, maintenance or removal. Except as otherwise provided by the Agreement or otherwise authorized by the SP Entity in writing, Customer will not allow any service, alteration, modification, interference or other infringement upon the Unit(s).
- 5.3. *Insurance.* Should the Customer not obtain and maintain (as primary insurance for the SP Entity and Customer as co-insureds as their interests may appear in the Agreement), reasonable insurance coverage, including, without limitation, liability insurance and insurance against loss or damage to the Unit(s), in such amounts, in such form and with such insurers as are reasonably satisfactory to the SP Entity and that will name the SP Entity, its successors and/or assigns, as loss payee and additional or co-insured with a certificate evidencing the same as to each policy, SP shall obtain such insurance while each Unit is at the Location, to the extent permitted under applicable federal laws and laws of Venue State, and add its pro-rated cost to the USA Payments due to SP Entity. The applicable certificates of insurance will expressly provide that the policies may not be terminated without giving the SP Entity at least 30 days' prior written notice.
- 5.4. *Connectivity.* When required for the project and in conformance with all Location security protocols, Customer will provide, at no cost to the SP Entity, continuous Internet access to the Unit(s) at the Location during the Term to enable the SP Entity to connect to, monitor and collect data to facilitate reliability, maintenance, performance, usage, and replacements, as well as supporting initiatives such as demand response. SP agrees to fully support Customer requirements to ensure SP Entities and Approved MMC Providers have no access to Customer's internal data or systems.
- 5.5. *Access.* During the Term and for 120 days thereafter, to the extent permitted under applicable federal laws and laws of Venue State together with conformance with all Location security protocols, the SP Entity and its agents, employees, affiliates, suppliers, contractors, subcontractors, lenders and insurers may enter and access the Location to perform activities contemplated by the Agreement and, if necessary, to protect the SP Entity's interests in the Unit(s). Notwithstanding the foregoing, Customer may, upon at least three days' prior written notice to the SP Entity identifying the relevant details, reject specific personnel who have previously failed to comply with codes of conduct or other similar policies applicable to Customer's personnel at the Location.

6. Ownership.

- 6.1. *SP Entity Ownership.* The SP Entity owns and will continue to own all title and legal and beneficial ownership interests in the SP Entity funded Unit(s). All SP Entity funded Units and other assets of the SP Entity used in performing the services will remain the sole personal property of the SP Entity, and will not attach to, be deemed a part of, or fixture to, the Location. All tax filings, reports and other documentation shall be filed in a consistent manner. Customer is entrusted with possession of the SP Entity funded Unit(s), without the transfer to Customer of any ownership interest therein, only to use those Unit(s) at the Location during the Term. The Agreement will not be construed to transfer any ownership or control of SP Entity funded Units(s) nature or method of use. In the event of a bankruptcy proceeding under U.S. Bankruptcy Code with respect to either the SP Entity or Customer, the other shall be treated as a licensee under and pursuant to 11 U.S.C. Section 365(n). In the event of a further liquidation of assets pursuant to Chapter 7 of the U.S. Bankruptcy Code, the other party shall have an option of the Assignment of any unowned Units on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for an Assignment Fee of \$1.00.
- 6.2. *Ownership Notice Filings.* The SP Entity may file or record any documents or instruments, including Uniform Commercial Code ("UCC") ownership statements or fixture filings, to give third parties notice that the SP Entity is the owner of the SP Entity funded Unit(s) while the Customer is the owner of non-SP Entity funded Unit(s) and if there is a Rights Fee on the Unit(s) of SP usage rights of Units(s).
- 6.3. *Incentives.* Unless otherwise specified in the applicable Service Addendum, during the Term of this Agreement the Customer shall be responsible for obtaining and may receive all Incentives with respect to the Unit(s). Customer agrees to inform of SP on a timely basis of all Incentive related communications that may affect obtaining such Incentives after the Term. SP Entity retains the economic benefits from activities independent of the Customer such as depreciation, financial restructuring, cash discounts, volume incentives, training credits, leverage, and investments.
- 6.4. *No Liens by Customer.* Customer will not directly or indirectly cause or create any Lien on or with respect to the Units(s) that are SP Entity funded or Units(s) covered by an SP Rights Fee or any other property of the SP Entity except as otherwise agreed in writing, and, to the extent permitted under applicable federal laws and laws of Venue State, will indemnify the SP Entity against all costs and expenses (including attorneys' fees and costs) incurred by the SP Entity in discharging, releasing or terminating such encumbrances or in litigating to quiet title as to or relating to any Liens.

7. Major Maintenance / Renewal.

- 7.1. *Unit Major Maintenance / Renewal ("MMR").* During the Term, should either Party have material concerns over any and/or all Units reliability, safety, performance, maintainability, or effectiveness, at SP Entity's discretion, the SP Entity will either perform MMR where Customer expresses no timely, reasonable and material objection, with agreement of Customer as to timing and procedure to minimize operational disruptions or terminate the agreement.
- 7.2. *Updated Terms.* Upon and following a MMR,
 - a) references in the Agreement (including the definitions of "USA Service", "Unit" and "Accepted Unit" for purposes thereof) will thereafter be deemed to refer to and mean the items included as a result of such MMR and to exclude the items removed as a result of such MMR,
 - b) the applicable Install Date for such Renewed Unit(s) shall be the date of the MMR,

- c) the Useful Life for Renewed Unit(s) shall be updated based on the date of MMR and the Renewed Unit(s) characteristics, and where MMR occurs at or after old Useful Life then: Unit's Actual Cost = new cost. Otherwise, the Actual Cost = new cost + ((old Useful Life - amount of Useful Life used at MMR) / old Useful Life) * old Actual Cost. Should annual USA Payments be less than required to cover SP Entity obligations, SP Entity may apply the Support Reserves to reduce the difference.
- 7.3. *Customer MMR.* If (a) there is a deficiency in a Unit that is reasonably resolved by replacement of such Unit, (b) the applicable Service Addendum provides that "Customer Unit Replacement" applies to the replacement of the relevant Unit, (c) the SP Entity has provided Customer with sufficient standby Units, and (d) the SP Entity has not directed otherwise, then Customer will:
- perform a replacement of the applicable Unit,
 - promptly notify the SP Entity, and
 - store the removed items for further instructions from the SP Entity regarding their inspection, collection and/or disposition.
 - Unless the Unit deficiency results from an event or condition for which Customer (and not the SP Entity) is responsible under the Agreement, Customer shall be issued a Replacement Credit. Customer's replacement of the Unit and issuance of the Replacement Credit will constitute Customer's sole and exclusive remedies with respect to the Unit(s) deficiency that can be resolved through a Unit replacement by Customer when the conditions described in clauses (a) – (d) above apply.
8. Minor Maintenance / Care.
- Minor Maintenance / Care ("MMC").* Customer shall be solely responsible to Operate the Unit(s). Notwithstanding the foregoing, the SP Entity shall have the right, but not an obligation, to cause MMC to be performed, in collaboration with the Customer, to the extent SP deems necessary or appropriate in its sole discretion to keep the Unit(s) in a State of Good Repair, the cost of which shall be included as Support Costs and reduce the Support Reserves accordingly.
 - Approved MMC Provider.* Except as otherwise provided in the Agreement, Customer will restrict performance of the MMC to one of the Approved MMC Providers listed in the applicable Service Addendum. Customer may request a new Approved MMC Provider be added to the Approved MMC Provider list. If the SP Entity fails to respond to such a request within 10 business days, then such suggested Approved MMC Provider shall be deemed to have been added to the restated Service Addendum list of Approved MMC Providers. Customer and SP agree that it is solely the selected vendors' and installers' responsibility for Unit performance.
 - Unit Critical Repair.* Should a Unit that is an essential service, be inoperable and no Approved MMC Provider is available to affect a repair, the Customer shall use their best judgment in causing the Unit to be immediately repaired with such repair being paid for through the associated Support Reserve.
 - MMC Agreements.* MMC will be performed pursuant to a written agreement between either SP or Customer as determined by the related Service Addendum, and an Approved MMC Provider that has been approved by both Customer and SP Entity (a "MMC Agreement"), such approval not to be unreasonably withheld or delayed. If a party fails to respond within 10 business days of receipt of a proposed MMC Agreement, that party's approval will not be required for such Support Agreement. The non-contracting party shall be an express third-party beneficiary of the MMC Agreement and the Approved MMC Provider's warranties, guaranties and obligations with respect to the Unit maintenance, and shall be independently entitled (without obligation) to enforcement thereof.
 - Approved MMC Provider Replacement.* If Customer or the SP Entity determines that an Approved MMC Provider cannot reasonably be relied upon to perform Unit care consistent with adequate quality, reliability or efficiency, or following a Material MMC Cost Increase, then
 - MMC will be performed by a different Approved MMC Provider identified on the Service Addendum, and
 - Customer and the SP Entity will jointly endeavor to identify a replacement Approved MMC Provider capable of performing Unit care with the appropriate quality, reliability and efficiency at the lowest applicable cost. The Parties will update the Service Addendum to reflect any such Approved MMC Provider replacement.
 - Material MMC Cost Increases.* If Customer becomes aware of a Material MMC Cost Increase, Customer will promptly notify the SP Entity in writing, as promptly as reasonably possible, before contracting with the Approved MMC Provider for further Unit MMC.
 - Inspection of Unit MMC.* At its discretion, with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Unit MMC work performed or being performed. If the Approved MMC Provider has not performed the Unit MMC work in accordance with the MMC Agreement and in accordance with applicable industry standards, then
 - Customer will cause the Approved MMC Provider to diligently cure such conditions, and
 - the SP Entity may suspend its obligations until the Approved MMC Provider has cured such conditions. Items removed by the Approved MMC Provider in connection with Unit care will be held by Customer for further instructions from the SP Entity regarding their inspection, collection and/or disposition.
9. Reserves and Costs.
- Support Costs.* Unit MMC and MMR "Support Costs" to be paid by the SP Entity refers to direct third-party out-of-pocket costs (and any applicable Customer Unit Replacement amounts, to the extent provided in the applicable Restated Service Addendum). All other internal or other costs incurred by Customer are excluded from any payment obligation of this Agreement. Customer is responsible for the operation, service and safe keeping of the Unit(s). Accordingly, Support Costs exclude, and Customer (and not the SP Entity) shall be responsible for, the costs of any Unit MMC or MMR costs necessary due to or resulting from improper operation, improper environmental controls, improper service, vandalism, Force Majeure Event, abuse, negligence or willful misconduct by Customer or any third party, or a breach of the Agreement by Customer. For any Unit MMC and MMR (including associated costs of diagnosis and correction) for which the SP Entity pays but is not responsible for paying as Support Costs, Customer will pay the SP Entity's associated out-of-pocket costs and expenses. Additionally, Customer is responsible for appropriate planning and coordination of MMC and MMR services.
 - Creation of Support Reserves.* To support the reliability, durability and safety priorities established by the Parties, a portion of the USA Payments shall be applied to fund the Support Reserves, which shall be determined after the Original Service Addendum is executed and shall be set forth on the Restated Service Addendum attached to the Notice to Proceed. The SP Entity may invest reserves created by this Agreement into instruments reasonably equivalent to those with AA+ rating, the net proceeds of which will be retained by the associated reserve.
 - Payment of Support Costs.* The SP Entity shall pay Support Costs associated with Units from the associated Support Reserve. If the Support Reserve is insufficient to fund certain Support Costs, the SP Entity may offer to pay and bear such excess Support Costs, subject to Customer's approval of new Usage Rates needed to support such additional costs. If Customer does not approve, SP Entity may require Customer pay an amount sufficient to maintain a reasonable positive Support Reserve balance. The SP Entity's payment of Support Costs shall be conditioned upon
 - such Support Cost payment actually being due to an Approved MMC Provider under a MMC Agreement,
 - performance by Customer and Approved MMC Provider in accordance with the terms of the MMC Agreement,

- c) the absence of any pending dispute between the parties to the MMC Agreement,
- d) the SP Entity's receipt of the applicable invoice from the Approved MMC Provider, together with any additional supporting documentation required, and
- e) certification that the foregoing conditions are satisfactory to Customer, provided to the SP Entity in the applicable written payment notice (a "Support Cost Notice").

9.4. *Support Cost Notices.* Each Support Cost Notice will, except to the extent waived by the SP Entity from time to time,

- a) identify the Units subject to the Support Cost,
- b) include a Customer's certification that Customer has reviewed and approved the Unit work as being properly performed, and
- c) if the SP Entity is not being directly billed by Approved Contractor,
 - i. identify the amount to be paid by the SP Entity,
 - ii. identify the date on which payment must be paid,
 - iii. provide payment instructions for electronic payment, and
 - iv. be delivered at least 10 business days prior to the date on which the payment must be paid.

10. The Term.

- 10.1. *Commencement of Initial Term.* The Initial Term commences when Customer executes and delivers the applicable Certificate of Acceptance or the Unit(s) have otherwise been deemed accepted in accordance with Section 3.12. If Customer is the Initial Funding Entity, the Initial Term shall be for the period equal to the Unit's remaining Useful Life.
- 10.2. *Renewal/Nonrenewal for Successive Terms.* The Term will automatically extend for successive Additional Terms, unless either Party has given the other Party a written nonrenewal notice at least 30 days prior to the applicable Additional Term. Customer notice of nonrenewal serves as notice for a Customer termination for convenience of this Agreement.

11. Changes.

- 11.1. *Compliance Costs.* In the event of any change in applicable Laws regarding the Unit(s), the Location or the Agreement, Customer will either (a) promptly pay the full amount of the SP Entity's costs of complying with such change, or (b) agree to an adjustment to the Usage Rates determined by the SP Entity (for which the proportional increase may not exceed the percentage represented by such cost of compliance costs relative to the sum of the Unit's Actual Cost.
- 11.2. *Inflation Adjustments.* The % Eligible for Index portion of Usage Rates (in which the subject adjustment occurs for only MMC, MMR, or SP Entity administration costs unless specifically stated otherwise) shall change in an amount equal to the percentage in the Price Index from January of the calendar year in which the prior adjustment occurred (or if none, the year of the initial Install Date) through January of the calendar year in which the subject adjustment occurs for USA Payment.
- 11.3. *Use Adjustments.* Upon annual Customer written request or annualized Use over a three month period is less than 67% of the Expected Use of Full Capacity, the SP Entity may adjust the Usage Rates and/or Lowest Contemplated Use to reflect a reduced or increased utilization expectation; provided, however, that (a) the effective date for any such change will not be earlier than 30 days following written notice thereof and (b) Customer will have the right to immediately terminate the Agreement upon written notice at any time before the adjustment takes effect.

12. Limitations on Liability.

- 12.1. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE STATE, NEITHER THE SP ENTITY NOR ITS RELATED PARTIES SHALL BE HELD LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR HARM TO REPUTATION) ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.
- 12.2. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE STATE, THE SP ENTITY'S AGGREGATE LIABILITY UNDER THE AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT SHALL NOT EXCEED THE TOTAL USA PAYMENTS ACTUALLY PAID TO THE SP ENTITY UNDER THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH SUCH LIABILITY WAS CREATED. The Usage Rates reflect, and are dependent upon, the foregoing limitations of liability.
- 12.3. If the project for the Customer involves LED lighting, Customer assumes all risks associated with the selection, installation, operation or use of LED lighting with color temperature above 2,750K or a color rendering index (CRI) below 85, and to the extent permitted under applicable federal laws and laws of Venue State, will indemnify, defend and hold harmless the SP Entity from and against any and all Claims relating to such matters..
- 12.4. *Warranties.* Except for the obligations undertaken by the SP Entity pursuant to the MMC.
- a) To the extent permitted under applicable federal laws and laws of Venue State, the SP Entity disclaims and makes no representation or warranty, either express or implied, as to the fitness for a particular use or otherwise, quality, design, condition, capacity, suitability, merchantability or performance of the Unit or the services. Each Unit is provided "as is." Customer accordingly agrees not to assert any claim or offset whatsoever against the SP Entity based thereon.
 - b) To the extent permitted under applicable federal laws and laws of Venue State, once Units have been commissioned at the Customer's Location, Customer will be solely responsible for the Units compliance of applicable Laws, Customer standards and policies, or any other applicable requirements and hereby assumes and will bear the entire risk of loss and damage to the Unit(s) from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Unit(s), Customer, at the option of the SP Entity, will (a) repair or replace the same to put it in good condition and working order; or (b) replace the same, with like property of the same or greater quality and functionality.
- 12.5. Notwithstanding any provision to the contrary, the terms of this Section 12 shall survive any termination of this Agreement, regardless of cause or purpose.

13. Default: Remedies.

- 13.1. *Payment Default.* If a Party fails to pay any undisputed material amount due and payable under the Agreement within 30 days of its due date (a "Payment Default") and fails to cure such Payment Default within 10 business days of written notice thereof, then the other Party may terminate the Agreement immediately upon written notice to the Party in Payment Default.
- 13.2. *Performance Default.* If a Party fails to substantially perform any other material obligation under the Agreement (a "Performance Default") and fails to cure such Performance Default within 10 business days of written notice thereof, the non-defaulting Party may immediately terminate the Agreement.
- 13.3. *Exclusive Remedies.* The remedies expressly provided in this Agreement are the sole and exclusive remedies of the Parties in connection with breaches of the Agreement, provided that the Parties will at all times maintain the right to not extend the Agreement at the end of the Initial Term or Additional Term,

as applicable, and further provided that the foregoing remedies are in addition to any late fees and accrual of interest expressly provided elsewhere in the Agreement.

14. Obligations Following Termination.

- 14.1. *Return or Assignment.* Except to the extent otherwise required in this Section 14, upon a termination of the Agreement for any reason, Customer will immediately (a) if the Agreement expressly provides that Customer has a "Right of Return" ("RoR"), the Certificate of Acceptance has been fully executed and all USA Payments have been received by the SP Entity, uninstall and deliver all Unit(s) covered by the Agreement and any other property of the SP Entity in Customer's possession or control, to locations identified by the SP Entity but no further than the Unit(s) manufacturers closest reconditioning center, at Customer's sole expense, in undamaged condition, in good working order, and properly packaged for individual resale with associated manufacture documentation within 10 business days, or (b) have Assignment of Unit(s) to Customer within 45 business days as provided in Section 14.2 below and execute a General Release.
- 14.2. *Unit(s) Assignment.* Any Assignment of a SP Entity owned Unit to the Customer shall be on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis from the SP Entity. Customer will receive rights to Unit warranties and Unit Maintenance Agreements. Unless the Service Addendum provides a fixed Assignment Fee schedule, Customer shall pay an "Assignment Fee" for the Assignment of Unit(s) equal to all Deferred USA Payments plus (but never less than \$1.00):
- the Unit's Actual Costs not covered by the Support Reserve, multiplied by: the fraction represented by the Unit's (i) Remaining Useful Life divided by (ii) Remaining Useful Life plus its Qualified Usage.
 - or, either Party may elect to use time-adjusted Actual Cost from applying a depreciation schedule defined by the DDB function in Microsoft Excel as follows: $\text{Unit's Actual Cost} - \text{DDB}(\text{Unit's Actual Cost}, 0, \text{Useful Life}, \text{Useful Life} - \text{current age}, 2)$
- 14.3. *Unit Assignment upon Customer Default.* In connection with a termination by the SP Entity for an uncured Payment Default or Performance Default by Customer (and in lieu of any uninstallation and delivery of the Unit(s) otherwise contemplated by the Agreement), Assignment to Customer will occur for any affected Unit as provided in Section 14.2 above if so elected in writing by the SP Entity in its sole discretion and with the Return Limit being considered a SPV Entity funding obligation.
- 14.4. *Other Unit Assignment upon Termination.* Subject to and without limiting any other provision providing for the Assignment of the Unit(s) on different terms, upon a termination of the Agreement by either Party for any reason, Customer will receive Assignment of any affected Units funded by the SP Entity (in lieu of any uninstallation, removal or collection of the Unit(s) otherwise contemplated by the Agreement) on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for an Assignment Fee of \$1.00, if so elected in writing by the SP Entity in its sole discretion.
- 14.5. *Other Continuing Obligations.* For clarity, no termination of the Agreement will relieve Customer's obligation to pay all USA Payments through the date of termination, incur and pay additional USA Payments if Usage continues, any other charge that Customer has incurred under the Agreement, applicable Customer's indemnification obligations under this Agreement, or the SP Entity's obligation to pay amounts due to Customer prior to termination.
- 14.6. *Termination of Further Payment Obligations.* Upon a termination of the Agreement, the SP Entity will not be liable for payment of any installation, material, freight, restocking fees, cancellation charges, warranty and maintenance cost or other cost for work or services not actually performed prior to such termination.
- 14.7. *Reserve Surplus.* To the extent the Support Reserve has a positive balance upon a termination of the Agreement, such amount shall first be applied to satisfy any unpaid obligations of Customer to the SP Entity under this Agreement and thereafter any remaining amount shall be distributed by the SP Entity to Customer.

15. Dispute Resolution: Governing Law.

- 15.1. *Governing Law; Jurisdiction.* The laws of the Dispute Resolution State will govern the terms of the Agreement without giving effect to conflict of laws principles. Subject to Section 15.2 below, each Party consents to the exclusive jurisdiction of the state and federal courts in the Dispute Resolution State and agrees that the exclusive venue of such courts is convenient, proper and is an integral part of the Agreement. Each Party will bear its own costs for any disputes arising under this Agreement, provided that a prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 15.2. *Arbitration.* For Customers that are not Governmental Entities any claim or dispute directly or indirectly arising from or relating to the Agreement or any related actions or omissions that are not claims of equitable relief or claims of provisional remedy shall be subject to arbitration in the Dispute Resolution State. The arbitration shall be administered by a JAMS Neutral and in accordance with JAMS comprehensive rules and procedures. Judgment on any award rendered in such arbitration shall be binding upon the Parties and may be entered in any court having jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO LITIGATE MATTERS IN COURT, INCLUDING ANY RIGHTS TO TRIAL BY JURY. This paragraph does not apply if Customer is a Governmental Entity, or to a claim for a provisional remedy or equitable relief.
16. *SP Entity Agent.* The Parties acknowledge and agree that, unless otherwise directed in writing by the SP Entity, the SP Entity has authorized SP, on behalf of the SP Entity, to give and receive notices, invoice and collect payments, make all other SP Entity decisions contemplated by the Agreement, give any instructions contemplated by the Agreement and take all other SP Entity actions contemplated by the Agreement.
17. *Nature of Agreement.* The Parties do not intend the Agreement to convey control of the right to use the Units in an exchange or exchange-like transaction. The SP Entity determines the Unit's nature and manner of use.
18. *Representations.* Each Party warrants that the Agreement is valid, binding and enforceable against it in accordance with its express terms. Each Party (and its undersigned officer or official) warrants that the Agreement has been duly authorized for execution and performance in accordance with applicable Laws and with any articles, charter or other organizational documents or authorities applicable to such Party. Each Party further warrants that no re-characterization or other change in meaning or effect from what is stated in the Agreement is permitted.
19. *Taxes.* Customer shall be solely responsible and liable for (either by direct payment or by reimbursement of amounts paid by the SP Entity) all taxes, citations, fines, fees, permits, or other governmental requirements (including any related penalties and interest) relating to any included Unit or the Agreement (other than income taxes).
20. *Intellectual Property.* The SP Entity retains the sole ownership of all of its applicable copyrights, trade secrets, patents and other intellectual property rights in and relating to the USA Service and the Services. Nothing in the USA Service or any Services shall be deemed a "work for hire" or establish a Customer interest in any intellectual property.
21. *Force Majeure.* Except as expressly otherwise provided, neither Party shall be liable to the other to the extent it is unable to perform its obligations under the Agreement due to a Force Majeure Event.

22. **Entire Agreement; Amendment.** The Agreement, including these General Terms and any other incorporated exhibits and riders, completely and exclusively states the entire understanding of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. Except as otherwise specified in the Agreement, the Agreement may be modified only by a document signed by both Parties, and no obligation or duties shall be implied, because such implication would be contrary to the Parties' intention to have their entire agreement expressed in writing.
23. **Agreement Transfer.** The Agreement may not be transferred in whole or in part, by any Party without all other Party's written consent, except where a good faith legal representation is provided stating none of the intended assignee's officers, directors, beneficial owners, Affiliates or employees are known to (i) be on a list of prohibited individuals or entities enacted under economic sanctions, financial sanctions and/or trade sanction laws, applicable executive orders, resolutions or regulations, including sanctions enacted under the Laws of the European Union, Canada, or United States, (ii) be located, organized or resident in a country or territory that is, or whose government is, the target of an embargo or countrywide sanctions (iii) violate any Anti-Money Laundering Laws, (iv) violate any anti-corruption Laws, and no materially adverse condition may reasonably result to the other Party's. In the event of a permitted transfer of the Agreement, references to the assigning Party shall be deemed to refer to the permitted transferee, except to the extent the applicable language or context require otherwise.
24. **Severability; Interpretation.** If any provision of the Agreement is found unenforceable or invalid, such unenforceability or invalidity will not render the Agreement unenforceable or invalid as a whole; provided that each provision that is so found to be unenforceable or invalid because of the amount or size of the burden or benefit shall be automatically reduced to the extent and by such amount such that the burden or benefit becomes enforceable and valid, and, in particular, the amount or size of any such burden or benefit provision found to be so invalid or unenforceable shall be read, notwithstanding any other provision of the Agreement, as if such provision read "to the maximum extent permitted by applicable law". The section headings in this Agreement are only for convenience of reference and are not to be considered in the interpretation of the Agreement's provisions.
25. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, the Agreement and all associated rights are intended for the sole benefit of the Parties and will not imply or create any rights on the part of, or obligations to, any third-party.
26. **Notices.** All notices shall be sent in writing to each Party's address and email address listed in the Agreement, or as subsequently updated by written notice from such Party.

Glossary. Capitalized terms not otherwise defined in the Agreement have the following corresponding meanings:

- "Agreement"** means the written agreement between Customer and the SP Entity comprised of these General Terms, the applicable Service Addendum and the applicable Certificate of Acceptance (which agreement is a separate agreement from any other Agreement). For clarity, the Service Addendum controls over these General Terms, and the Certificate of Acceptance controls over the Service Addendum and these General Terms; provided that neither the Usage Rates nor a fixed Assignment Fee schedule may be modified by the Certificate of Acceptance, but only by a Service Addendum amendment, restated Service Addendum or change order signed by both the SP Entity and Customer.
- "Assignment"** means the transfer and acquisition of ownership.
- "Availability"** A charge dependent on the Unit being available for Customer use, excluding scheduled maintenance, where the Unit materially meets the vendor performance criteria. Availability equals cost of Units' associated taxes, permits, reporting and monitoring plus Availability Rate * # of Availability Units.
- "Availability Rate"** A charge per Availability Unit, as determined in the Service Addendum.
- "Availability Unit"** specifies, as determined in the Service Addendum, what measurement the Availability Rate is pricing for the Unit. Examples are: Hour / Day / Month.
- "Approved Contractor"** means a qualified and licensed contractor identified as an "Approved Contractor" on the Service Addendum. Customer may add an Approved Contractor with the written consent of the SP Entity.
- "Approved MMC Provider(s)"** means a qualified and licensed contractor identified as an "Approved MMC Provider" on the Service Addendum. Customer may add an Approved MMC Provider with the written consent of the SP Entity.
- "Capacity Base"** means the greater of zero or the result of deducting the current month Unit Use from the greater of the Lowest Contemplated Use of Monthly Full Capacity Available (as specified in the Solution Addendum) or 75% of the prior 12 months highest monthly Unit Use.
- "Claim"** means any claim, loss, liability (including negligence, tort and strict liability), damages, penalty, equitable relief, judgment, suit and any legal proceeding, and all costs and expenses incurred or suffered in connection therewith (including reasonable attorneys' fees and expert fees).
- "Connect Fee"** means the non-refundable amount charged to Customer upon Notice to Proceed for Unit(s) to be installed for use.
- "Deferred Catchup"** means the amount of outstanding Deferred USA Payment amounts divided by remaining months of Useful Life as determined by SP unless otherwise specified in the Service Addendum.
- "Dispute Resolution State"** means the State of Arizona unless Customer is a Governmental Entity, in which case the Dispute Resolution State will mean the State of the Location as specified in the Service Addendum.
- "Force Majeure Event"** means any event, circumstance, series of events or set of circumstances beyond the reasonable control of, and caused without the fault or negligence of, the Party claiming "Force Majeure Event," such as acts of terrorism, war, riot, strike, explosion, fire, lightning, earthquake, floods, hurricanes, tropical storms, cyber-attack, natural disaster or the unavailability of electricity, gas or other utility services or suppliers on commercially reasonable terms.
- "Initial Funding Entity"** means source of funds for Unit's Actual Cost incurred prior to Certificate of Completion.
- "General Release"** means that to the extent permitted under applicable federal laws and laws of Venue State, a general release of all claims and liabilities against the SP Entity that is in form and substance satisfactory to the SP Entity (including a waiver of California Civil Code Section 1542 and any similar other law of any jurisdiction, if applicable), which could otherwise, if not waived, limit or adversely affect the effectiveness of a release of unknown or misunderstood claims or causes of action, whether known or unknown, whether absolute, contingent, inchoate or otherwise characterized, and whether liquidated or unliquidated.
- "Governmental Entity"** means any state, county or municipality, or any federal, state, county or local governmental department or agency.
- "Incentive"** means any government sourced and funded: incentive, promotion, credit, or subsidy which the Customer qualifies.
- "Installation"** means the installation of the Units and the Location(s) pursuant to Installation Agreements complying with the terms of this Agreement.
- "Installation Costs"** means the direct third-party out-of-pocket costs of Installation pursuant to Installation Agreements complying with the terms of this Agreement but excludes Customer's internal costs and the SP Entity's costs of purchasing the Units being installed.
- "Law"** means any applicable federal, state, local or other law, rule, regulation, ordinance, zoning requirement or other legal requirement.
- "Lien"** means any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature.
- "Material MMC Cost Increase"** means any increase in an Approved MMC Provider's pricing or rates for performance of the relevant Unit care by more

- than 5% over the lesser of any 12-month period or the time since the last Material MMC Cost Increase.
- “Minor Maintenance / Care”** and **“MMC”** means the performance of warranty services, maintenance, repairs, updates, and replacements with respect to the Unit(s) for purpose of (i) cleaning, maintaining aesthetics, or routine warranty service or care, (ii) restoring Unit(s) to a State of Good Repair, (iii) performing service recommended or necessary to maintain a Unit in good working order, or (iv) other similar purposes.
- “Major Maintenance / Renewal”** and **“MMR”** means a replacement, major overhaul, substitution, or material upgrade of the Unit(s) from time to time, subject to the terms of the Agreement, that is not performed for the purposes of MMC.
- “Notice to Proceed”** means a written and signed notice from Customer and the SP Entity stating that SP Entity funded Unit(s) may occur and that the Installation may begin, subject to the terms of the Agreement, including a restated Service Addendum attached to such notice with the relevant portions completed or updated, as applicable.
- “Operate”** means to use and have stewardship over the Unit(s) and any interdependent systems (a) in accordance with the applicable owner’s manual, manufacturer guidelines or other similar document(s) provided in connection with the systems, (b) in compliance with all Laws relating to possession, operation or use of the Unit(s), and (c) in such a manner so as to ensure Unit(s) (i) remain eligible without exception for the applicable warranties, warranty agreements and insurance coverages, and (ii) stay reliable, safe, and effective.
- “Party”** means Customer or the SP Entity, as applicable, and **“Parties”** means Customer and the SP Entity together.
- “Prompt Payment Act”** means laws that require the timely payment by Government Entities of valid and proper invoices.
- “Qualified Usage”** means any period by which SP Entity’s capital accounts used to fund the Unit decreases due to Unit USA Payments.
- “Related Parties”** means any officer, director, employee, partner, member, manager, contractor, or agent, or any affiliate or other person or entity whose relationship to a Party is such as to create any vicarious, joint or derivative liability or obligation or such as to subject the Party to any claim from such person or entity for equitable or implied indemnity or contribution.
- “Remaining Useful Life”** means the remaining quantity of Useful Life available as determined by a 3rd party selected by SP. Upon written notice to the Customer of SP’s elected determination, the Customer shall have 5 business days to veto the determination by providing in writing specific reasons that are reasonably incurable, upon which SP shall obtain a new determination.
- “Renewed Units”** means those Units that are the result of an MMR event.
- “Return Limit”** means the 1 Year US Libor Rate at time of Unit(s) installation plus the amount expressly stated in the Service Agreement Return Limit or 10% when not defined. This value is the maximum SP Entity capital providers may in aggregate receive as a rate of return on Unit(s) Actual Cost as derived from the Unit(s) Usage Fees. Upon a Unit(s) MMR installation event, the SP Entity will adjust the Unit(s) Usage Rates to comply with this limit.
- “Rights Fee”** An upfront fee paid to Customer for SP to receive limited but exclusive usage rights during the Units remaining Useful Life. SP usage right is for full control of Unit(s) access and recipient of associated revenues should Customer be in USA Payment default until cured. In consideration for this fee, Customer will pay the USA Payments defined by the involved Service Addendum(s). Unit(s) with a Rights Fee are subject to all MMR and MMC obligations.
- “SP Suggested”** means recommended monthly reserves SP has estimated to cover possible future MMR and MMC costs.
- “Start Date”** means the date from which Customer’s Notice to Proceed is fully executed.
- “State of Good Repair”** means Title 49 CFR § 625.17, a condition sufficient for the asset to operate reliably, safely and at performance targets specified in Service Agreement and where undefined, from Unit(s) manufacturer specifications.
- “Support Reserves”** means amounts reserved by the SP Entity for the payment of Unit MMC and MMR Costs, increased by the portion of each USA Payment allocated to the Unit MMC Reserve and MMR Reserve (which is determined after the Original Service Addendum is executed and shall be set forth on the Restated Service Addendum attached to the Notice to Proceed) and decreased by the amount of each associated Support Cost paid by the SP Entity.
- “Venue State”** means the State of Arizona unless Customer is a Governmental Entity, in which case the Venue State will mean the State of the Location as specified in the Service Addendum.
- “Robust Multiplier”** means the increase of Service Addendum specified Expected Useful Life due to design, engineering, monitoring, upgrading, updating, environmental, care or usage.
- “Unit’s Actual Cost”** means those cumulative Service Addendum related costs, such as project, service, capital and SP Entity costs or financial obligations, that have not been reimbursed by either Customer or Support Reserves which have been incurred directly or indirectly by SP and the SP Entity. These costs will be reasonably allocated to specific Unit(s) by the SP Entity.
- “Useful Life”** means the Unit(s) quantity of time or usage, as determined by the Estimated Useful Life times the Robust Multiplier, both of which are specified in the Service Addendum, by which Parties agree Unit(s) are capable of being kept in a State of Good Repair given no defaults to Section 8 above.
- “Usage”** means a Units Use multiplied by its Usage Rate as determined in the Service Addendum.
- “Usage Rate”** is the cost of using a Unit per Usage Unit, as determined in the Service Addendum. This cost includes consideration the Customer considers is reasonable and satisfactory to compensate the Customer for Unit(s) being installed on their property for the purpose of generating USA Payments.
- “Usage Unit”** defines what is being measured to determine Unit Use of an individual Unit. Examples are: Hour / Passenger / Gallon / MBTU / kWh / Student Day / Occupancy / Connection / MGD / etc.
- “Unit Use”** is the quantity of Usage Units used plus the quantities’ annual standard deviation when specified in the Service Addendum.

Exhibit 2
USA Service Addendum

This Document. This document, Ref # 1, constitutes a "USA Service Addendum" (or "Service Addendum") with respect to that certain Master Utility Service Agreement (the "M-USA") effective as of _____ between Sustainability Partners LLC ("SP") and the undersigned Customer and the General Terms and Conditions attached as Exhibit 1 (the "General Terms") to the M-USA.

The Agreement. This Service Addendum expressly incorporates the General Terms and, together with the General Terms, constitutes a standalone binding agreement (referred to as the "Agreement" in the General Terms) between Customer and the undersigned SP Entity, subject to the post-installation completion of certain information to be set forth in the Certificate of Acceptance. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms. The terms of this Service Addendum shall control over any different General Terms.

This Addendum is limited to the repair, maintenance, remodeling, renovation, modernization or construction of an existing facility at the Location and does not involve a change or increase in the size, type or extent of the facility.

The "LOCATION"

Location Name:				"Location State":	MS
Address:					
Rights Fee:	Amount:	N/A	Funding Condition:		
Connect Fee:	Amount:	N/A	Billing Condition:		

The "USA SERVICE"

Unit "Id #"	Quantity	Description of USA Service Components (the "Units")
A	1	

The Term

"Initial Term":	1	Month/Years	M	"Additional Term":	1	Mo/Yrs.	M
*(If Customer is the Initial Funding Entity, the Initial Term is determined based on Section 10.1)							

USA PAYMENT CALCULATION and DEFINITIONS

"USA Payment"	is the total of Unit(s) * (Usage + Capacity + Availability) + MMC/MMR Reserves + Deferred Catchup		
"Capacity"	is Capacity Base * Usage Rate		
Utility Charge or Revenue Share? (U/R)	U	If R, Revenue Source:	

SP Initial Id #	Rights Funding?	Full Capacity / Year	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months RoR	Est. Useful Life	Robust Multiplier
						Unit	Rate			
A	Yes	No				N/A	N/A	N/A		

"Expected Use of Full Capacity" =	%	"Lowest Contemplated Use":	=	%
-----------------------------------	---	----------------------------	---	---

"Price Index"

USA Payment "% Eligible for Index" =	20%	Credited to:	MMC
(select one) =	PPI	U.S. CPI - All Urban Consumers, U.S. City Average (CUUR0000SA0)	
		U.S. PPI - Commercial machinery repair & maintenance (PCUR1138113)	
		Other: =	0.00%

INSTALLATION MATTERS

"Installation Limit":	N/A	"Completion Target":	TBD Months	Monthly "Carrying Charge":	0.85%
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Approved Installation Contractors: Contracting Party shall be SP Entity or Customer (S/C) S

Approved MMC Providers: Contracting Party shall be SP Entity or Customer (S/C) 5

	Actual	SP Suggested	OTHER APPLICABLE TERMS			
MMC Reserve	TBD		Per (Month/Year)	M	Starting month # after Install Date	4
MMR Reserve	TBD		Per (Month/Year)	M	Starting month # after Install Date	4
Defer USA Payments by:		0%	Defer monthly Usage over:	N/A	# of months being deferred:	N/A
# of months to spread Deferred Catchup over:		N/A	Starting month # for Deferred Catchup:	N/A	Add standard deviation to Unit Use	Yes

Self-Install:	Has Customer opted to self-install the USA Service itself? Yes/No					No
MMC Agreement:	Will Customer source and contract for Unit maintenance and renewal services. Yes/No					No
Right of Return	Does Customer have a Right of Return (per Section 14.1 of the General Terms)?					No
Return Limit	10%	If Yes, applies for N/A- months after the USA Start Date				

Customer Unit Replacement: When "Customer Unit Replacement" applies, fill in below:

Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"
N/A	\$0	N/A	\$0	N/A	\$0

Effective Date: ____/____/____

Customer:

City of Jackson, Mississippi

By: _____

Name: _____

Title: _____

SP Entity:

By: Sustainability Partners Services LLC, its Manager

By: _____

Name: _____

Title: _____

Exhibit 3
Notice to Proceed

#####

Original USA Service Addendum No.: 1
Effective Date: _____
Location Name: _____
Location Address: _____

RE: Notice to Proceed and Restated Service Addendum

The "Customer" and the "SP Entity" identified at the end of this Notice to Proceed are parties to the above referenced USA Service Addendum (the "**Original Service Addendum**"), incorporating the General Terms and Conditions attached as Exhibit 1 to the Master Utility Service Agreement between Customer and Sustainability Partners LLC (together with the Original Service Addendum, the "**Agreement**"). Capitalized terms not otherwise defined in this Notice to Proceed have the meanings provided in the Agreement.

Customer hereby formally notifies and confirms to the SP Entity that, upon the SP Entity's delivery of countersigned copies of this Notice to Proceed and the enclosed USA Service Addendum (the "**Restated Service Addendum**"):

- (i) Unit(s) identified in the Restated Service Addendum are the Units selected by Customer to be installed at the Location;
- (ii) the contractor(s) identified in the enclosed Restated Service Addendum are the contractor(s) for the Installation;
- (iii) Customer has entered, or will promptly enter, into the Installation Agreement(s) with the contractor(s) for the Installation, with the SP Entity being responsible for payment of Installation Costs in accordance with and subject to the terms of the Agreement;
- (iv) the enclosed Restated Service Addendum restates and supersedes the Original Service Addendum; and
- (v) the acquisition of the Unit(s) by the Initial Funding Entity may occur, and the Installation may begin, subject to the terms of the Agreement.

If you agree, please acknowledge by signing and returning countersigned copies of this Notice to Proceed and the enclosed Restated Service Addendum.

Customer:

City of Jackson, Mississippi

Signature: _____

Signor Name: _____

Signor Title: _____

This Notice to Proceed is hereby acknowledged and accepted:

SP Entity:

By: Sustainability Partners Services LLC, its Manager

Signature: _____

Name:

Title:

Date: _____

Exhibit 4
Certificate of Acceptance

This Document. This document constitutes a “Certificate of Acceptance” corresponding to that certain USA Service Addendum Ref # _____ executed by the undersigned Customer and SP Entity (the “Service Addendum”), which incorporates the General Terms and Conditions attached as Exhibit 1 (the “General Terms”) to that certain Master Utility Service Agreement (the “M-USA”) effective as of _____, between Sustainability Partners LLC (“SP”) and the undersigned Customer. This document also constitutes an Exhibit 4 with respect to the M-USA.

The Agreement. This Certificate of Acceptance is part of the written agreement comprised of the corresponding Service Addendum and the General Terms, constituting a standalone binding agreement (referred to as the “Agreement”) with respect to the Unit(s) identified on Schedule A below (the “Accepted Units”) that solely and exclusively governs the Accepted Units and matters relating thereto. Capitalized terms not defined in this Certificate of Acceptance have the meanings given in the USA Addendum, the General Terms and the M-USA.

USA Addendum No.:	1
Location Name:	_____
Address:	_____
Accepted Units:	See <u>Schedule A</u>

Schedule A			Starting Usage % (0%=New)
Unit “Id #”	Quantity	Description of USA Service Components (the “Units”)	
A	1.	_____	0%

Customer hereby accepts delivery, installation and performance of the Accepted Units comprising a USA Service, and agrees that the Accepted Unit(s) have been fully and properly installed, tested, fully operational and ready for Unit(s) intended use together with relevant personnel having received all the training and documentation necessary for the operation and care of the Unit(s) within manufacture guidelines as of the date set forth below.

Initial “Install Date”: _____
Effective Date: _____

Customer hereby confirms and acknowledges that the required insurance has been obtained as of the date set forth below.

Initial “Insurance Date”: _____
Effective Date: _____

Customer:
City of Jackson, Mississippi

SP Entity:
By: Sustainability Partners Services LLC, its Manager

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
11/18/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER MAINTENANCE SERVICES FOR COMMERCIAL WATER METERS (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



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

11/18/20
DATE

RESOLUTION SUPPORTING THE EXTENSION OF THE NET METERING RULE (DOCKET 2011-AD-20) TO INCLUDE THE VIRTUAL NET METERING (VNM) OPTION

WHEREAS, Virtual Net Metering refers to virtual meter aggregation, or solar energy credit's allocation to an owner of multiple meters (e.g. an owner of an apartment building) and group billing that allocates solar energy credits to customers with individual meters who share ownership on on-site photovoltaic (PV) systems, referred to also as community solar; and

WHEREAS, the primary benefit of VNM is cost reduction, which in turn extends access to clean energy to low and medium income (LMI) households. Both access and cost reduction also benefit households that for a variety of technical reasons cannot have on-site photovoltaic (PV) systems installed on their roofs or properties; and

WHEREAS, the City of Jackson is committed to extend access to clean energy, which will be combined with local job creation, work force development in the solar industry sector and resulting increase in prosperity and equity in our city; and

WHEREAS, solar investments are known to jump start creation of sustainable, clean energy economy that provides long term economic security as fossil fuels participation in energy markets decreases; and

WHEREAS, currently, nationwide the number of jobs in solar industry is equal to the number of jobs in natural gas; and

WHEREAS, as solar costs are falling, investment in PV systems allows both municipalities and communities to reduce our electric bills and reinvest the savings elsewhere;

WHEREAS, the City of Jackson would consider dedicating municipal land for the purpose of community solar development that would benefit most underserved communities;

NOW, THEREFORE BE IT RESOLVED, that I, Chokwe Antar Lumumba, by virtue of the authority vested in me as Mayor of the City of Jackson, Mississippi, hereby support extending the Net Metering rule (Docket 2011-AD-2) to include the Virtual Net Metering option and for the City of Jackson to serve as an intervener for the extension of the rule.

Agenda Item # 27
Agenda Date: November 24, 2020

OFFICE OF THE CITY ATTORNEY
11/19/20
KLA

ORDER RATIFYING SERVICES PERFORMED BY DR. DOMINIKA PARRY, PRESIDENT OF 2°C MISSISSIPPI, TO SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES

WHEREAS, the National League of Cities (NLC) awarded the City of Jackson, Mississippi (City of Jackson) a grant for participation in its 2020 Leadership in Community Resilience program designed to develop and advance the emerging city-level models for pursuing resilience objectives; and

WHEREAS, the City of Jackson is focused on strategies for providing relief and assistance to those communities most impacted by climate stressors such as heat, cold, storms, fires, and drought, and to reduce mortality and prevent illness associated with Urban Heat Island (UHI) in Jackson; and

WHEREAS, the City of Jackson is invested in heat mitigation/heat preparedness and implementing strategies to establish effective and natural cooling environments; and

WHEREAS, Dr. Dominika Parry, President of 2°C Mississippi, an expert in the field of climate change, leads Jackson's climate mitigation and adaptation taskforce, which is charged with assessing the impacts of climate on our community; and

WHEREAS, the taskforce will develop strategies to mitigate the effects of climate change on the residents of Jackson, MS; and

WHEREAS, Dr. Parry will organize six focus group interviews with 10 participants each, led by qualified focus group facilitators; and will engage college students in the Jackson area to conduct heat mapping data collection throughout the City; and

WHEREAS, Dr. Parry paid for the services of a company that provided necessary technical assistance in collecting, processing, and analyzing data, as well as delivered interactive data sets and maps to be used in dissemination of the information; and

WHEREAS, additional expenses in the amount of \$3,000.00 have been incurred to ascertain the necessary aforementioned technical assistance in data processing.

IT IS HERBY ORDERED that the Mayor be authorized to execute a supplemental agreement with Dr. Dominika Parry, President of 2°C Mississippi, to ratify services provided to the City of Jackson in facilitating the National League of Cities' *Leadership in Community Resilience* project.

IT IS FURTHER ORDERED that the City of Jackson is authorized to pay Dr. Parry for expenses incurred, not to exceed \$3,000.00, for the aforementioned services. These expenses are funded by the National League of Cities *Leadership in Community Resilience* project grant awarded to the City of Jackson for the period of August 1, 2020 - July 31, 2021.

(BLAINE, LUMUMBA)

#28
Agenda Item # 28
Agenda Date: November 24, 2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


October 5, 2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose																																														
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 	ORDER RATIFYING THE SERVICES PERFORMED BY DR. DOMINIKA PARRY, PRESIDENT OF 2⁰C MISSISSIPPI, TO SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES																																													
3. Who will be affected	City of Jackson residents																																													
4. Benefits	Healthcare, Community enhancements,																																													
5. Schedule (beginning date)	Upon City 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: <ol style="list-style-type: none"> 7. <input type="checkbox"/> City Department <input type="checkbox"/> Consultant 	CAO																																													
8. COST	\$3,000																																													
<input type="checkbox"/> Source of Funding <ol style="list-style-type: none"> 9. <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other 	Grant awarded by National League of Cities Leadership in Community Resilience Program																																													
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%;">X</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>X</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>X</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>X</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>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																						



MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Robert Blaine
Chief Administrative Officer 

SUBJECT: Order Ratifying Contract with Dr. Dominika Parry

DATE: November 17, 2020

Dr. Dominika Parry, president of 2°C Mississippi, has a contract with the City to spearhead the National League of Cities *Leadership in Community Resilience* extreme heat mediation project. The original amount to be paid to Dr. Parry for her services and expenses was \$5,000.00. This order ratifies Dr. Parry's contract to increase it by \$3,000.00 for expenses incurred for technical assistance in collecting, analyzing, creating interactive data sets/maps, and disseminating findings.

Office of the City Attorney

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Post Office Box 2779
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OFFICE OF THE CITY ATTORNEY
70
11/18/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING SERVICES PERFORMED BY DR. DOMINIKA PARRY, PRESIDENT OF 2 C MISSISSIPPI, TO SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

11/18/20

Date

ORDER AUTHORIZING A RENEWAL 3P BENEFITS SOLUTIONS, LLC, AS ADMINISTRATOR OF A "CAFETERIA PLAN" FOR THE CITY OF JACKSON PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE, AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS RELATED THERETO

WHEREAS, Section 125 of the Internal Revenue Code (IRC) provides for implementation of an Employee Benefits Plan, generally called a "Cafeteria Plan", which enables an employee to choose from a menu of certain eligible fringe benefits and to pay for said benefits with pre-tax dollars; and

WHEREAS, the City of Jackson provides or offers the Cafeteria Plan to its employees; and

WHEREAS, 3P Benefit Solution is the administrator of the City's Cafeteria Plan pursuant to a contract; and

WHEREAS, the City's contract with 3P Benefits Solutions, LLC to administer the Cafeteria Plan will expire on December 31, 2020; and

WHEREAS, 3P Benefits Solutions, LLC has been providing the Cafeteria Plan Administration Services at the following costs or rates at a fee of \$1.00 per participant for those who do not participate in the flexible spending program but elect to shelter premiums paid for qualified plans; a fee of \$1.50 per participant who participates in the flexible spending account programs.

WHEREAS, 3P Benefit Solutions has advised the Department of Personnel Management that it is amenable to providing the same services without an increase in the rates or costs;

WHEREAS, the best interest of the City of Jackson would be served by renewing its contract with 3P Benefits Solutions, LLC to administer a cafeteria plan for its employees;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a renewal contract with 3P Benefits Solutions LLC to administer a cafeteria plan for the year commencing January 1, 2021 and ending December 31, 2021;

IT IS FURTHER ORDERED that sums not exceeding the costs and rates previously stated may be paid to 3P Benefit Solutions for services provided and related to the administration of the Cafeteria Plan.

IT IS ORDERED that the City's contract with 3P Benefit Solutions LLC may be renewed for the year commencing January 1, 2022 and ending December 31, 2022 if the rates remain unchanged and there is mutual agreement.

IT IS ORDERED that the Mayor shall be authorized to execute the renewal agreement and other documents required to affect the purpose and tenor of this order.

Agenda Item # 29
Agenda Date: November 24, 2020

APPROVED FOR AGENDA:

Director of Personnel Management
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number
Legal
CAO
Mayor's Office

Initials

Date

_____	_____
_____	_____
_____	_____
057-558.70-6495	_____
_____	_____
_____	_____
_____	_____

Item: _____
Agenda Date: _____
By: Scott, Lumumba

(Approved for Agenda by: Scott, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 24, 2020

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER AUTHORIZING A RENEWAL 3P BENEFITS SOLUTIONS, LLC, AS ADMINISTRATOR OF A "CAFETERIA PLAN" FOR THE CITY OF JACKSON PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE, AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS RELATED THERETO					
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	Change in City Government					
3.	Who will be affected	All City Departments, assigned employees					
4.	Benefits						
5.	Schedule (beginning date)	Upon approval by the council					
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide					
<input type="checkbox"/>	Action implemented by:	Department of Personnel Management					
<input type="checkbox"/>	§ City Department						
7. <input type="checkbox"/>	§ Consultant						
8.	COST						
<input type="checkbox"/>	Source of Funding	General Fund					
<input type="checkbox"/>	§ General Fund						
<input type="checkbox"/>	§ Grant						
<input type="checkbox"/>	§ Bond						
9. <input type="checkbox"/>	§ 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: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Deputy Director
Personnel Management

DATE: November 11, 2020

RE: **ORDER AUTHORIZING A RENEWAL 3P BENEFITS SOLUTIONS, LLC, AS ADMINISTRATOR OF A "CAFETERIA PLAN" FOR THE CITY OF JACKSON PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE, AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS RELATED THERETO**

The Department of Personnel Management is recommending that the City renew 3P Benefits Solutions, LLC. at the current rate hold (No cost increase).


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

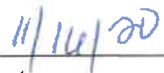
OFFICE OF THE CITY ATTORNEY
M. Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING RENEWAL 3P BENEFITS SOLUTIONS LLC AS ADMINISTRATOR OF CAFETERIA PLAN FOR CITY OF JACKSON PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS** has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Carrie Johnson, Deputy City Attorney



Date

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DELTA DENTAL AMENDING THE DENTAL PLAN OFFERINGS AND COVERAGES FOR ACTIVE AND RETIRED EMPLOYEES

WHEREAS, the City of Jackson offers employees and retired employees by election dental insurance coverage pursuant to a Group Plan with Delta Dental; and

WHEREAS, the employees and retirees electing the coverage pay 100% of the premiums for the coverage; and

WHEREAS, the City of Jackson entered into an agreement with Delta Dental to provide group dental insurance coverage for a two (2) year period commencing on January 1, 2019; and

WHEREAS, the agreement entered into effective on January 1, 2019 provided for one plan known as the Gold Plan with benefits and coverages as follows:

Agenda Item # 30
Agenda Date: November 24, 2020

Gold Plans and Rates

City of Jackson – MS

Delta Dental PPO Program B - Plan 2 (Gold Current Plan)

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-Delta Dental Dentist
Basis for Member Cost Sharing	PPO Contracted Fees	Premier Contracted Fees	80th Percentile
Benefits			
Diagnostic & Preventive	100%	100%	100%
Sealants	100%	100%	100%
Space Maintainers	100%	100%	100%
Basic Restorative	80%	80%	80%
Oral Surgery	80%	80%	25%
Simple Extractions	80%	80%	80%
Endodontics	80%	80%	80%
Surgical Periodontics	50%	25%	25%
Non-Surgical Periodontics	50%	25%	25%
Major Restorative	50%	50%	50%
Prosthodontics-Fixed & removable	50%	50%	50%
Denture Repair, Reline, Rebase	25%	25%	25%
Implants	25%	25%	25%
Orthodontics – Child	1000 lifetime max	1000 lifetime max	1000 lifetime max
Orthodontics – Adult	Not Covered	Not Covered	Not Covered
TMJ	Not Covered	Not Covered	Not Covered
Contract Type Non-Retention (Non-Participating)			
Contract Term 01/01/2019 to 12/31/2020			
		Guaranteed	
Rate Effective Dates	From	01/01/2019	
	To	12/31/2020	
Enrollee only		\$21.00	
Enrollee + Spouse		\$46.00	
Enrollee + 1 Child		\$46.00	
Enrollee + Children		\$66.00	
Family (EE, Spouse, & Child(ren))		\$66.00	

WHEREAS, the Department of Personnel Management recognized that the dental needs for employees and their dependents might vary and inquired if Delta Dental could provide other coverage options and plans for the Group; and

WHEREAS, Delta Dental provided a proposal to the Department of Personnel Management containing three (3) plans known as Gold, Platinum, and Silver for employees and retirees to choose from; and

WHEREAS, the Gold Plan premium and benefit coverages are described as follows:

Gold Plans and Rates

City of Jackson – MS

Delta Dental PPO		Program B - Plan 2 (Gold Current Plan)			
		Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-Delta Dental Dentist	
Basis for Member Cost Sharing		PPO Contracted Fees	Premier Contracted Fees	80th Percentile	
Benefits					
Diagnostic & Preventive		100%	100%	100%	
Sealants		100%	100%	100%	
Space Maintainers		100%	100%	100%	
Basic Restorative		80%	80%	80%	
Oral Surgery		80%	80%	25%	
Simple Extractions		80%	80%	80%	
Endodontics		80%	80%	80%	
Surgical Periodontics		50%	25%	25%	
Non-Surgical Periodontics		50%	25%	25%	
Major Restorative		50%	50%	50%	
Prosthodontics-Fixed & removable		50%	50%	50%	
Denture Repair, Reline, Rebase		25%	25%	25%	
Implants		25%	25%	25%	
Orthodontics – Child		1000 lifetime max	1000 lifetime max	1000 lifetime max	
Orthodontics – Adult		Not Covered	Not Covered	Not Covered	
TMJ		Not Covered	Not Covered	Not Covered	
Contract Type Non-Retention (Non-Participating)					
Contract Term 01/01/2021 to 12/31/2021					
		Guaranteed			
Rate Effective Dates	From	01/01/2021			
	To	12/31/2021			
Enrollee only		\$21.00			
Enrollee + Spouse		\$46.00			
Enrollee + 1 Child		\$46.00			
Enrollee + Children		\$66.00			
Family (EE, Spouse, & Child(ren))		\$66.00			

WHEREAS, the Platinum Plan premiums and benefit coverages are described as follows:

Platinum Plans and Rates

City of Jackson – MS

Delta Dental PPO		Program B - Plan 1 (Platinum)			
		Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-Delta Dental Dentist	
Basis for Member Cost Sharing		PPO Contracted Fees	Premier Contracted Fees	80th Percentile	
Benefits					
Diagnostic & Preventive		100%	100%	100%	
Scalants		100%	100%	100%	
Space Maintainers		100%	100%	100%	
Basic Restorative		80%	80%	80%	
Oral Surgery		80%	80%	80%	
Simple Extractions		80%	80%	80%	
Endodontics		80%	80%	80%	
Surgical Periodontics		80%	80%	80%	
Non-Surgical Periodontics		80%	80%	80%	
Major Restorative		80%	80%	80%	
Prosthodontics-Fixed & removable		80%	80%	80%	
Denture Repair, Reline, Rebase		80%	80%	80%	
Implants		80%	80%	80%	
Orthodontics – Child		50%	50%	50%	
Orthodontics – Adult		Not Covered	Not Covered	Not Covered	
TMJ		Not Covered	Not Covered	Not Covered	
Contract Type		Non-Retention (Non-Participating)			
Contract Term		01/01/2021 to 12/31/2021			
		Guaranteed			
Rate Effective Dates	From	01/01/2021			
	To	12/31/2021			
Enrollee only		\$25.88			
Enrollee + Spouse		\$56.51			
Enrollee + 1 Child		\$56.51			
Enrollee + Children		\$81.01			
Family (EE, Spouse, & Child(ren))		\$81.01			

WHEREAS, the Silver Plan premium and benefit coverages are described as follows:

Silver Plans and Rates

City of Jackson – MS		Program B - Plan 2 (Silver)			
Delta Dental PPO		Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-Delta Dental Dentist	
Basis for Member Cost Sharing		PPO Contracted Fees	Premier Contracted Fees	80th Percentile	
Benefits					
Diagnostic & Preventive		100%	100%	100%	
Sealants		100%	100%	100%	
Space Maintainers		100%	100%	100%	
Basic Restorative		80%	80%	80%	
Oral Surgery		25%	25%	25%	
Simple Extractions		50%	50%	50%	
Endodontics		25%	25%	25%	
Surgical Periodontics		25%	25%	25%	
Non-Surgical Periodontics		25%	25%	25%	
Major Restorative		25%	25%	25%	
Prosthodontics-Fixed & removable		25%	25%	25%	
Denture Repair, Reline, Rebase		25%	25%	25%	
Implants		25%	25%	25%	
Orthodontics – Child		Not Covered	Not Covered	Not Covered	
Orthodontics – Adult		Not Covered	Not Covered	Not Covered	
TMJ		Not Covered	Not Covered	Not Covered	
Contract Type		Non-Retention (Non-Participating)			
Contract Term		01/01/2021 to 12/31/2021			
		Guaranteed			
Rate Effective Dates	From	01/01/2021			
	To	12/31/2021			
Enrollee only		\$18.22			
Enrollee + Spouse		\$39.72			
Enrollee + 1 Child		\$39.72			
Enrollee + Children		\$56.92			
Family (EE, Spouse, & Child(ren))		\$56.92			

WHEREAS, the best interest of the City of Jackson would be served by expanding the dental insurance coverage options for employees and retirees to include the Gold, Platinum, and Silver Plans;

IT IS HEREBY ORDERED that the City's Group Health Plan with Delta Dental be amended to include the Gold, Platinum, and Silver Plans.

IT IS HEREBY ORDERED that all premiums (100%) required by the Plans be paid by the employee or retiree electing coverage.

IT IS HEREBY ORDERED that premiums for coverage elected by active employees be payroll deducted if the employee consents.

APPROVED FOR AGENDA:

Personnel Director

EBO Officer

Finance

Budgeted: Yes _____ No _____

Account Number

Legal

CAO

Mayor's Office

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Agenda Item: _____

Agenda Date: _____

By: Scott, Lumumba

06/24/19 (RO)

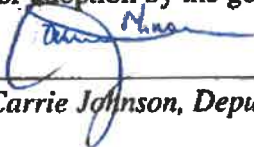
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DELTA DENTAL AMENDING THE DENTAL PLAN OFFERINGS AND COVERAGES FOR ACTIVE AND RETIRED EMPLOYEES** has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Carrie Johnson, Deputy City Attorney

11/18/20

Date

ORDER ACCEPTING RENEWAL PROPOSAL OF TOKIO MARINE HCC & ROSS AND YERGER TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN DURING THE 2021 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

WHEREAS, the Department of Personnel Management received renewal proposal on October 29, 2020 from current provider HCC TOKIO Marine to provide excess risk insurance for single and family coverage for active and retired employees who are currently participating or those who will enroll due to a qualifying event in the City of Jackson's self-funded health insurance plan for the 2021 Plan Year; and

WHEREAS, the premiums quoted for each option include a 3% commission; and

WHEREAS, Ross and Yerger on behalf of Tokio Marine HCC, submitted quotes for two (2) options based on single enrollment of 1007 and family enrollment of 647 as follows:

Option 1: Contract Basis 12/15
Individual Specific Deductible \$300,000
Specific Maximum per Contract Period Unlimited
Single Premium \$16.54
Family Premium \$55.47
Annual Premium \$630,538

Option 2: Contract Basis 12/15
Individual Specific Deductible \$350,000
Specific Maximum per Contract Period Unlimited
Single Premium \$13.39
Family Premium \$45.93
Annual Premium \$518,405

WHEREAS, the premiums quoted for each option include a 3% commission; and

WHEREAS, Ross and Yerger is a minority business located at 1000 Vision Drive Suite 100 Jackson, Mississippi and is an authorized brokerage firm for Tokio Marine HCC Insurance; and

WHEREAS, the Department of Personnel Management received a recommendation from its health insurance consultant that Option 1 of the proposal of *Ross and Yerger* be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the first option submitted by *Ross and Yerger*;

Agenda Item # 31
Agenda Date: November 24, 2020

IT IS, THEREFORE, ORDERED that Option #1 contained with the proposal of Ross and Yerger., and its carrier Tokio Marine HCC Insurance, to provide "specific excess risk" insurance on the basis of single and family coverage for active and retired city employees participating in the City's self funded health insurance plan be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$16.54 for single coverage participants and \$55.47 for family coverage participants be paid.

IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance

APPROVED FOR AGENDA:

Director of Personnel Management
EBO Officer
Finance
Budgeted: Yes_____ No_____
Account Number
Legal
CAO
Mayor's Office

Initials	Date
_____	_____
_____	_____
_____	_____
057-558.70-6495	_____
_____	_____
_____	_____
_____	_____

Item: _____
Agenda Date: _____
By: Scott, Lumumba

(Approved for Agenda by: Scott, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 24, 2020

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER ACCEPTING RENEWAL PROPOSAL OF TOKIO MARINE HCC & ROSS AND YERGER TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN DURING THE 2020 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.					
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	Change in City Government					
3.	Who will be affected	All City Departments, assigned employees					
4.	Benefits						
5.	Schedule (beginning date)	Upon approval by the council					
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide					
<input type="checkbox"/>	Action implemented by:	Department of Personnel Management					
<input type="checkbox"/>	§ City Department						
7. <input type="checkbox"/>	§ Consultant						
8.	COST						
<input type="checkbox"/>	Source of Funding	General Fund					
<input type="checkbox"/>	§ General Fund						
<input type="checkbox"/>	§ Grant						
<input type="checkbox"/>	§ Bond						
9. <input type="checkbox"/>	§ 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: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Deputy Director
Personnel Management

DATE: November 5, 2020

RE: **ORDER ACCEPTING RENEWAL PROPOSAL OF TOKIO MARINE HCC & ROSS AND YERGER TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN DURING THE 2020 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.**

The Department of Personnel Management is recommending that the City accept the renewal from HCC Tokio Marine for Excess Risk Coverage.

Office of the City Attorney

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Jackson, Mississippi 39207-2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ACCEPT THE RENEWAL PROPOSAL SUBMITTED BY TOKIO MARINE HCC AND ROSS AND YERGER TO PROVIDE SPECIFIC EXCESS RISK INSURANCE FOR ACTIVE AND RETIRED EMPLOYEES UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN DURING THE 2021 PLAN YEAR AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS TO EFFECTUATE COVERAGE** has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Carrie Johnson, Deputy City Attorney

11/16/2020

Date

OFFICE OF THE CITY ATTORNEY
A. Davis
The

ORDER REVISING THE FIRE DEPARTMENT FY 2020-2021 BUDGET TO PURCHASE SEVEN NEW 2020 FIRE TRUCKS IN THE AMOUNT OF \$4,456,142.00 THAT WAS BUDGETED IN FY 2019-2020 BUT NOT PURCHASED UNTIL FY 2020-2021

WHEREAS, The City of Jackson Fire Department (“JFD”) is responsible for maintaining an adequate number of fire apparatuses, including fire trucks, for safety and welfare of the citizens of the City of Jackson, Mississippi; and

WHEREAS, JFD FY 2019 – 2020 budget included \$4,456,142.00 for the purchase of seven (7) new 2020 fire trucks; and

WHEREAS, the delivery of the seven (7) new fire trucks did not take place until FY 2020-2021; and

WHEREAS, the funds are currently being held in a Cash-in-Trust account # 10-5899; and

WHEREAS, the funds need to be transferred to an expense account #10-509-00-6868 for the procurement of the seven (7) new fire trucks; and

WHEREAS, the FY 2020-2021 Budget will be revised as follows in the amount of \$4,456,142.00 to the following accounts:

Transfer Out	Transfer In
10-5899	10-509-00-6868

IT IS, THEREFORE, ORDERED that the Fiscal Year 2020-2021 budget of the Fire Department be revised by increasing account 10-509-00-6868 by \$4,456,142.00 to purchase seven (7) new fire trucks.

Item No. _____
Agenda Date: _____
By: _____

Agenda Item # 32
Agenda Date: November 24, 2020

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

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER REVISING THE FIRE DEPARTMENT FY 2020-2021 BUDGET TO PURCHASING SEVEN NEW 2020 FIRE TRUCKS IN THE AMOUNT OF \$4,456,142.00 THAT WAS BUDGETED IN FY 2019-2020 BUT NOT PURCHASED UNTIL FY 2020-2021
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)	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"/>	JACKSON FIRE DEPARTMENT
8.	COST	\$4,456,142.00
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Transfer out 10-5899 Transfer in 10-509-00-6868

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE FIRE DEPARTMENT FY 2020-2021 BUDGET TO PURCHASE SEVEN NEW 2020 FIRE TRUCKS IN THE AMOUNT OF \$4,456,142.00 THAT WAS BUDGETED IN FY 2019-2020 BUT NOT PURCHASED UNTIL FY 2020-2021** is sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *[Signature]* DATE 4/19/20

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson

From: Willie Owens, Chief of Fire Department

Date: November 18, 2020

**Re: REVISING JFD FY 2020-2021 BUDGET TO PURCHASE SEVEN NEW 2020
FIRE TRUCKS**

The City of Jackson Fire Department is requesting that the FY 2020-2021 Budget be revised to purchase seven (7) new 2020 fire trucks. Funds will need to be transferred from account# 10-5899 to expense account # 10-509-00-6868 to the FY 2020 – 2021 budget in the amount of \$4,456,142.00.

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

WO/kb

RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY

WHEREAS, Title VI of the Civil Rights of 1964, applicable Code of Federal Regulations, and Executive Orders related thereto, provide that no person in the United States shall, on the grounds of race, color or national origin be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which a recipient receives Federal financial assistance; and

WHEREAS, a condition precedent to receiving federal financial assistance from the Federal Transit Administration is that the recipient must comply with Title V of the Civil Rights Act of 1964 and the provisions of the applicable Code of Federal Regulations and Executive Orders related thereto; and

WHEREAS, pursuant to Federal Transit Administration C 4702.1B, all direct or primary recipients of federal transit funds must document their compliance with Title VI by submitting a Title VI program to their FTA regional civil rights officer once every three (3) years; and

WHEREAS, the City of Jackson Public Transit (JTRAN) has been, is, and will continue to be a recipient of federal financial assistance; and

WHEREAS, the City of Jackson is required to sign certifications and assurances that it will comply with all federal statues relating to discrimination.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to execute documents updating the City of Jackson Public Transit (JTRAN) Title VI Discrimination Policy, consistent with and in compliance with the requirements of said plan as pinned in the Fiscal Year 2020 Certifications & Assurances on March 18, 2020.

Item No.: 33
Agenda Date: November 24, 2020
By: (Welch, Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/24/20

POINTS		COMMENTS
1.	Brief Description/Purpose	RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY
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
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	n/a
9.	Source of Funding General Fund Grant Bond Other	n/a
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 ycs ___ no ___ N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor
THRU: Jordan Hillman, Director Department of Planning & Development
FROM: Christine F. Welch, Deputy Director Office of Transportation
DATE: November 16, 2020
RE: Agenda Item for November 24, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to approve the 2020 City of Jackson Public Transit (JTRAN) Title VI plan and shall be consistent with and in compliance with the requirements said plan as pinned in the Fiscal Year 2020 Certifications & Assurances on March 18, 2020.

City of Jackson Public Transit will ensure that its programs, policies, and activities comply with the procedures cover all complaints under Title VI of the Civil Rights Act of 1964, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" (1994), and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (2000), for alleged discrimination in any program or activity administered by City of Jackson Public Transit. The City of Jackson is committed to creating and maintaining a public transportation system that is free of all forms of discrimination. City of Jackson Public Transit will take necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to documents compliance with DOT Title VI regulations by submitting a Title VI Program once every three years.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS UPDATING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) TITLE VI DISCRIMINATION POLICY** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* ck

11/16/20

Date

OFFICE OF THE CITY ATTORNEY
11/16/20

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY, HISTORIC PRESERVATION DIVISION AND THE CITY OF JACKSON TO UPDATE THE DESIGNATION OF A CERTIFIED LOCAL GOVERNMENT COORDINATOR (CITY WIDE)

WHEREAS, the City of Jackson is a Certified Local Government designated by the Mississippi Department of Archives and History; and

WHEREAS, the agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office and the City of Jackson (hereinafter called the Certified Local Government), requires the City of Jackson to appoint a Certified Local Government Coordinator; and

WHEREAS, the Certified Local Government Coordinator is responsible for ensuring that the Certified Local Government carries out its duties and responsibilities in accordance with state and local preservation law as well as the State of Mississippi Procedures for the Certified Local Government Program; and

WHEREAS, the Certified Local Government Coordinator ensures that the Certified Local Government promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D, and ensures that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places; and

WHEREAS, the Certified Local Government Coordinator ensures that the Certified Local Government Coordinator is in compliance with the Mississippi Antiquities Law (Section 39-7-1), with Section 106 of the National Historic Preservation Act of 1966 as amended, and ensures that all Certified Local Government Pass-through Grant projects are properly and efficiently administrated by providing such records and reports as required by the Local Government Assistance Coordinator; and

WHEREAS, the Department of Planning and Development is recommending that Dr. Biqi Zhao be designated as the Certified Local Government Coordinator for the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement between the Mississippi Department of Archives and History, Historic Preservation Division and the City of Jackson to update the designation of a Certified Local Government coordinator.

IT IS FURTHER ORDERED that Dr. Biqi Zhao be designated as the Certified Local Government Coordinator for the City of Jackson.

ITEM #: 34
AGENDA DATE: 11/24/2020
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/12/20
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 the agreement between the Mississippi Department of Archives and History, Historic Preservation Division and the City of Jackson to update the designation of Certified Local Government coordinator (city wide).					
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	3. Changes in City Government					
3.	Who will be affected	Residents and stakeholders of Jackson					
4.	Benefits	The City of Jackson is a designated Certified Local Governmental Agency and as such is eligible to apply for and receive grants through the Mississippi Department of Archives and History's (MDAH) CLG Grant program. The Certified Local Government Coordinator shall be responsible for ensuring that the Certified Local Government carries out its duties and responsibilities in accordance with state and local preservation law as well as the State of Mississippi Procedures for the Certified Local Government Program.					
5.	Schedule (beginning date)	Immediately upon City Council approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide					
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning and Development					
8.	COST	N/A					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A					
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A	<u>x</u>
		AABE _____ %	WAIVER	yes _____	no _____	N/A	<u>x</u>
		WBE _____ %	WAIVER	yes _____	no _____	N/A	<u>x</u>
		HBE _____ %	WAIVER	yes _____	no _____	N/A	<u>x</u>
		NABE _____ %	WAIVER	yes _____	no _____	N/A	<u>x</u>



MEMORANDUM

TO: Chokwe Antar Lumumba
Mayor

FROM: Jordan Rae Hillman
Director, Planning and Development

DATE: November 12, 2020

RE: Order authorizing the mayor to execute the agreement between the Mississippi Department of Archives and History, Historic Preservation Division and the City of Jackson to update the designation of Certified Local Government coordinator (city wide)

The City of Jackson is a designated Certified Local Governmental Agency. The Certified Local Government Coordinator shall be responsible for ensuring that the Certified Local Government carries out its duties and responsibilities in accordance with state and local preservation law as well as the State of Mississippi Procedures for the Certified Local Government Program. Biqi Zhao is designated to replace Ramina Aghili as the Certified Local Government coordinator.

The enclosed order authorizing the mayor to execute the agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office (hereinafter called the SHPO) and the City of Jackson (hereinafter called the Certified Local Government, or CLG) states that Biqi Zhao shall be designated as the Certified Local Government Coordinator for the City of Jackson, and shall serve as CLG Coordinator from the date of this agreement until such time as a new CLG Coordinator shall be appointed.

Please contact Biqi Zhao at 601-960-2006 if any additional information is needed.

STATE OF MISSISSIPPI
CERTIFIED LOCAL GOVERNMENT COORDINATOR AGREEMENT

This agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office (hereinafter called the SHPO) and the City of Jackson (hereinafter called the Certified Local Government, or CLG) states that Biqi Zhao shall be designated as the Certified Local Government Coordinator for the City of Jackson, and shall serve as CLG Coordinator from the date of this agreement until such time as a new CLG Coordinator shall be appointed.

The Certified Local Government Coordinator shall be responsible for ensuring that the CLG carries out its duties and responsibilities in accordance with state and local preservation law as well as the *State of Mississippi Procedures for the Certified Local Government Program*. These responsibilities include:

implementation of appropriate state or local legislation for the designation and protection of historic properties;

maintaining a system for a building by building survey and inventory of historic properties that is coordinated with, complementary to, and approved by the State Historic Preservation Office;

ensuring that all inventory material is maintained securely, is accessible to the public, and is periodically updated to reflect changes, alterations, and demolitions;

ensuring that the Historic Preservation Commission exists as authorized under the Mississippi Local Government Historic Preservation Act of 1978 (Chapter 472, Laws of Mississippi, 1978, as amended);

ensuring that a current roster of commission members and their current resumes will be forwarded to the Local Government Assistance Coordinator with the Department annually;

ensuring that vacancies on the Historic Preservation Commission are filled as quickly as possible following the procedure established by the CLG's historic preservation ordinance;

ensuring that the business of the Commission is conducted as required by the local ordinance which created it, that all meetings are open to the public and that careful minutes are kept of all the decisions and actions of the Commission, including the reasons for making these decisions, that copies of these minutes are transmitted to the Department's Local Government Assistance Coordinator at the same time they are transmitted to the members of the Commission, and that copies of the minutes are kept on file and made available to the public in accordance with the provisions of the Public Records Act of the State of Mississippi, Section 25-61-1-17, 1972;

ensuring that at least one member of the Commission attends at least one informational or educational meeting, approved by the Department, per year and that material from this meeting is presented at the next regularly scheduled commission meeting;

ensuring that an annual report of the activities of the Commission is transmitted to the State Historic Preservation Office within sixty days from the end of the CLG's fiscal year, that includes, at a minimum, the number of cases reviewed, new designations made, progress to survey activities, revised resumes for Commission members, attendance records, and documentation for any educational and informational meetings attended by any Commissioners;

ensuring that the CLG promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D;

ensuring that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places;

ensuring that the CLG is in compliance with the Mississippi Antiquities Law (Section 39-7-1) and with Section 106 of the National Historic Preservation Act of 1966 as amended; and

ensuring that all Certified Local Government Pass-through Grant projects are properly and efficiently administrated by providing such records and reports as required by the Local Government Assistance Coordinator.

At such time as a new person may be designated to replace Ramina Aghili as the Certified Local Government coordinator, the City will promptly notify the SHPO and a new agreement will be executed.

Chief Elected Official/CLG

Date

CLG Coordinator

Date

Local Government Assistance Coordinator
Historic Preservation Division
Mississippi Department of Archives and History
State Historic Preservation Office

Date

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY, HISTORIC PRESERVATION DIVISION AND THE CITY OF JACKSON TO UPDATE THE DESIGNATION OF A CERTIFIED LOCAL GOVERNMENT COORDINATOR (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



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

11/16/20

DATE

OFFICE OF THE CITY ATTORNEY
11/16/20
CG

OFFICE OF THE CITY ATTORNEY
10-21-2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECURITY SERVICES AGREEMENT WITH PHOENIX PROTECTION AGENCY ENTERPRISES LLC TO PROVIDE 24/7 ARMED SECURITY FOR THE O.B. CURTIS WATER TREATMENT PLANT AND THE J.H. FEWELL WATER TREATMENT PLANT (ALL WARDS)

WHEREAS, the O.B. Curtis Water Treatment Plant and J.H. Fewell Water Treatment Plant are both in need of armed 24/7 security services for the safety of the personnel and operations of the water treatment plants; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works solicited proposals from four (4) security services providers: Securitas, CCSI, SEI Security Agency, and Phoenix Protection Agency Enterprises LLC; and

WHEREAS, Phoenix Protection Agency Enterprises LLC submitted the second lowest cost proposal, which was only \$1,296.00 more than the lowest proposal, they provided their proposal in a timely manner, and they exhibited an eagerness to work with the Water-Sewer Utility Division; and

WHEREAS, Phoenix Protection Agency Enterprises LLC, a Mississippi limited liability company whose principal address is 245 Sheppard Road, Jackson, Mississippi 39206, is capable of providing armed security services for the water treatment plants twenty-four (24) hours a day, seven (7) days a week; and

WHEREAS, Phoenix Protection Agency proposes to provide one (1) armed security guard to each City water treatment plant at a rate of \$12.00 per hour on all days except nine (9) holidays, when the rate will be \$18.00 per hour; and

WHEREAS, Water-Sewer Utility Division of the Department of Public Works recommends entering into a security services agreement with Phoenix Protection Agency Enterprises LLC beginning November 1, 2020 and ending October 31, 2021, not to exceed a total contract amount of \$212,832.00 for security at the O.B. Curtis Water Treatment and the J.H. Fewell Water Treatment Plant.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a security services agreement with Phoenix Protection Agency Enterprises LLC to provide armed security at the O.B. Curtis Water Treatment Plant and that J.H. Fewell Water Treatment Plant twenty-four (24) hours a day, seven (7) days a week at a base rate of \$12.00 per hour with the exception of nine (9) holidays, when the rate will be \$18.00 per hour, beginning November 1, 2020 and ending October 31, 2021, in a total amount for both water treatment plants not to exceed \$212,832.00.

Agenda Item # 35
Agenda Date: November 24, 2020

ITEM# _____
AGENDA DATE: _____
BY: CARTER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 21, 2020

	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 SECURITY SERVICES AGREEMENT WITH PHOENIX PROTECTION AGENCY ENTERPRISES LLC TO PROVIDE 24/7 ARMED SECURITY FOR THE O.B. CURTIS WATER TREATMENT PLANT AND THE J.H. FEWELL WATER TREATMENT PLANT (ALL WARDS)																																													
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 	Economic Development Infrastructure and Transportation																																													
3.	Who will be affected	Customers of the City water system and City personnel operating the City's water treatment plants																																													
4.	Benefits	Will provide security for the City's drinking water treatment facilities and the City personnel operating the City's water treatment plants																																													
5.	Schedule (beginning date)	November 1, 2020																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City water treatment plants, one located in Ridgeland and one in Ward 7																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Water-Sewer Utility Division of the Department of Public Works																																													
8.	COST	\$212,832.00																																													
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 checked="" type="checkbox"/> 	Water-Sewer Enterprise Fund Acc't # 031.521.35.6420																																													
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	___																																							

Revised 2-04



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, P.E., Ph.D., City Engineer

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECURITY SERVICES AGREEMENT WITH PHOENIX PROTECTION AGENCY ENTERPRISES LLC TO PROVIDE 24/7 ARMED SECURITY FOR THE O.B. CURTIS WATER TREATMENT PLANT AND THE J.H. FEWELL WATER TREATMENT PLANT (ALL WARDS)**

Council Meeting: Regular Council Meeting, October 27, 2020

Purpose: To provide an armed security guard 24/7 at the City's two water treatment plants

Cost: \$212,832.00

Funding Source: Water-Sewer Enterprise Fund

Background:

The O.B. Curtis Water Treatment Plant and the J.H. Fewell Water Treatment Plant both require armed security 24/7 for the protection of personnel and the protection of the drinking water treatment facilities. The City is currently using SEI to provide these services under a contract it entered into last fiscal year. SEI replaced CCSI because CCSI was not always able to provide an armed security guard for the late shift, which is the most important shift since plant operators are working through the night.

I committed to the City Council to soliciting proposals for this contract for this fiscal year 2021. The Water-Sewer Utility Division contacted security companies for proposals and received four proposals: Securitas, SEI Security Agency (the incumbent provider), CCSI (who SEI replaced), and Phoenix Security Agency Enterprises LLC.

The Water-Sewer Utility Division reviewed the proposals and is recommending Phoenix Security Agency Enterprises LLC. Phoenix Security has its principal business address in the City of Jackson. Their proposal was only \$1296.00 more than the lowest proposal submitted by CCSI. Phoenix Security was very responsive to the request for the proposal, submitting their

qualifications in an expeditious manner and exhibiting a willingness and eagerness to work with the Water-Sewer Utility Division to provide a very competitive price.

Please let me know if you need any additional information or have any questions.



Phoenix Protection Agency

245 Sheppard Rd
Jackson, MS 39206
(601) 665-7064
phoenixprotectionagency@yahoo.com
Phoenix Protection Agency Enterprises LLC

Estimate

Estimate No: 1015
Date: 10/08/2020

For: Mousetta Spann, Water Systems Mgr.
mspann@jacksonms.gov
800-1099 Lake Harbour Dr
Ridgeland, MS 39157

Code	Description	Quantity	Rate	Amount
SECURITY	____ Hours of Service (\$12.00/hr per guard)	8,544	\$12.00	\$102,528.00
	Ship to: J.H. Fewell WTP 2302 Laurel St Jackson, MS 39202			
FEDERAL HOLIDAYS	November 11, 2020-Veteran's Day November 25, 2020-Thanksgiving Day December 25, 2020-Christmas Day January 1, 2021-New Year's Day January 17, 2021-MLK Day February 21, 2021-President's Day May 30, 2021-Memorial Day July 4, 2021-Independence Day September 5, 2021-Labor Day	216	\$18.00	\$3,888.00

Phoenix Protection Agency - Estimate 1015 - 10/08/2020

Subtotal \$106,416.00

Total \$106,416.00

Total \$106,416.00

Notes

DATE OF SERVICE: October 2020-September 2021

TIME: 24 hours/day, 365 days

NUMBER (#) OF GUARDS: 1 per shift

LOCATION: J.H. Fewell WTP



Phoenix Protection Agency

245 Sheppard Rd
Jackson, MS 39206
(601) 665-7064
phoenixprotectionagency@yahoo.com
Phoenix Protection Agency Enterprises LLC

Estimate

Estimate No: 1014
Date: 10/08/2020

For: Mousetta Spann, Water Systems Mgr.
mspann@jacksonms.gov
800-1099 Lake Harbour Dr
Ridgeland, MS 39157

Code	Description	Quantity	Rate	Amount
SECURITY	___ Hours of Service (\$12.00/hr per guard)	8,544	\$12.00	\$102,528.00
	Ship to: O.B. Curtis WTP 800-1099 Lake Harbour Dr Ridgeland, MS 39157			
FEDERAL HOLIDAYS	November 11, 2020-Veteran's Day November 25, 2020-Thanksgiving Day December 25, 2020-Christmas Day January 1, 2021-New Year's Day January 17, 2021-MLK Day February 21, 2021-President's Day May 30, 2021-Memorial Day July 4, 2021-Independence Day September 5, 2021-Labor Day	216	\$18.00	\$3,888.00

Phoenix Protection Agency - Estimate 1014 - 10/08/2020

Subtotal	\$106,416.00
Total	\$106,416.00

Total	\$106,416.00
--------------	---------------------

Notes

DATE OF SERVICE: October 2020-September 2021

TIME: 24 hours/day, 365 days

NUMBER (#) OF GUARDS: 1 per shift

LOCATION: O.B. Curtis WTP



601.366.4542

CCSI, Inc.

1761 University Blvd * Jackson, MS 39204
P.O. Box 8485 * Jackson, MS 39284



601.364.7321

October 8, 2020

PROPOSAL FOR SECURITY SERVICES

Attn: mspann@jacksonms.gov

Objective: To provide quality Armed Security Guard Services to
The City of Jackson

***O. B. Curtis Water Treatment Plant
100 O. B. Curtis Drive,
Ridgeland, Ms 39157***

***J. H. Fewell Water Treatment Plant
2302 Laurel Street
Jackson, Ms 39205***


Hours of Service: 24 hours a day, 7 days a week.

Hourly Rate: \$12.05 per hour

Total: \$105,558 per year

Thank you for your attention to this matter. Please feel free to contact me if you should have any further questions or concerns.

Sincerely,


Paula R. Woods,
Office Manager



Investment Proposal for City of J.H. Fewell Water Treatment Plant

Location	Position	HPW	Bill Rate Per Hour	Scope of Work
Jackson, MS	Security Officer-Armed	168	\$18.78	On-site armed Security Officer patrol; 24-Hour Shifts; Post duties to be determined with site manager and Securitas District Manager

Estimated Annual Investment Armed Service
\$164,059.00

Integrated Security Program Overview
<ul style="list-style-type: none">• Trained Armed Security Officer providing security 168 hours per week 24/7• Officers are to wear the military-style button-ups with dark grey slacks and seasonal wear• Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting, smart tour tracking, real-time incident alerts; as well as asset management of identified key client property• Vision-video recorded patrols available to users on cell phone app real-time• Emergency Safety Escorts• Duress Signal Response• Safety Escorts• Fire Watch• Portable cameras with analytics available

Larry Nagy / Securitas / 504-940-4375



Investment Proposal for City of Jackson O.B. Curtis Water Treatment Plant

Location	Position	HPW	Bill Rate Per Hour	Scope of Work
Ridgeland, MS	Security Officer-Armed	168	\$18.78	On-site armed Security Officer patrol; 24-Hour Shifts; Post duties to be determined with site manager and Securitas District Manager

Estimated Annual Investment Armed Service

\$164,059.00

Integrated Security Program Overview

- Trained Armed Security Officer providing security 168 hours per week 24/7
- Officers are to wear the military-style button-ups with dark grey slacks and seasonal wear
- Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting, smart tour tracking, real-time incident alerts, as well as asset management of identified key client property
- Vision-video recorded patrols available to users on cell phone app real-time
- Emergency Safety Escorts
- Duress Signal Response
- Safety Escorts
- Fire Watch
- Portable cameras with analytics available

Larry Nagy / Securitas / 504-940-4375



SERVICE AGREEMENT

SEI Corporate Offices
P. O. Box 16231
Birmingham, AL 35202
(205) 251-6866 Main Phone

District Office Jackson MS		Address 5898 Ridgeland Rd. Suite D Jackson, MS 39211			Customer Number		Job Number1		Manager Steve Williams	
SEI Contact for Account: Steve Williams				Phone: 334-626-2363		Fax:		Cell: 334-462-9924		
Client Company Name: City of Jackson, Mississippi								PO#		
Client Billing Address 2302 Laurel Street			City Jackson	State MS	Zip Code 39202	Job Site Name J. H. Fewell Water Plant				
Client Service Address 2302 Laurel Street			City Jackson	State MS	Zip Code 39202	County Hinds				
Client Contact Name: Mary Carter		Title Deputy Director of Water Operations		Phone 601-960-2890	Cell 601-624-8911	E-Mail Address mccarter@jacksonms.gov				
Client Accounts Payable Contact: Kathy Moore				Phone 601-960-1071	Fax:	E-Mail Address kmoore@jacksonms.gov & mccarter@jacksonms.gov				
Begin Service		Type of Service:		<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Temporary	<input type="checkbox"/> Renewal	<input type="checkbox"/> INFO CHANGE			
Date: October 1, 2020- September 30, 2021		Weapon:		<input type="checkbox"/> Unarmed	<input checked="" type="checkbox"/> Armed	<input type="checkbox"/> Both Armed & Unarmed Posts				
Time: 07:00am-07:00am		Uniform:		<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Soft	<input type="checkbox"/> Other:				
Special Instructions:										
Rates (To Be Invoiced <input type="checkbox"/> Weekly, <input type="checkbox"/> Bi-Weekly, <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Pre-Payment)										
	HPW	Pay Per Hour	Regular Billing Per Hour	Premium Billing Per Hour	Billable Equipment / Benefits	Amt	Period			
Security Officers	168	\$9.50	\$13.50	\$20.25		\$				
Security Officers		\$	\$	\$		\$				
Supervisor		\$	\$	\$		\$				
Other:		\$	\$	\$		\$				
Other:		\$	\$	\$		\$				
Total Billable HPW: <u>168</u>										
Premium Rate will be billed for all hours worked on the following Holidays: New Year's Day, Memorial Day, Labor Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day. Other: <u>N/A</u>										
Premium Rate may be charged for additional coverage requests with less than <u>48</u> notice.										
The above rates are inclusive of all costs, to include overtime. Premium Rate will only be charged if the Client requests a specific security officer to work more than forty (40) hours in one work week (Sun - Sat).										
Schedule of Services										
Monday: 07:00am-07:00am	Tuesday: 07:00am-07:00am	Wednesday: 07:00am-07:00am	Thursday: 07:00am-07:00am							
Friday: 07:00am-07:00am	Saturday: 07:00am-07:00am	Sunday: 07:00am-07:00am	Holidays: 07:00am-07:00am							

TERMS AND CONDITIONS ON BOTH PAGES OF THIS DOCUMENT ARE BINDING ON THE PARTIES OF THIS AGREEMENT

Client: City of Jackson, Mississippi

Signature: _____

Print Name: Chokwe Antar Lumumba

Title: Mayor

Date: _____

SEI

Signature: _____

Print Name: Steve William

Title: Southern Regional Manager

Date: _____



SERVICE AGREEMENT

SEI Corporate Offices

P. O. Box 10231
Birmingham, AL 35202
(205) 251-0866 Main Phone

Customer Number

Job Number

District Office Jackson MS		Address 5898 Ridgeland Rd. Suite D Jackson, MS 39211			Manager Steve Williams	
SEI Contact for Account: Steve Williams		Phone: 334-626-2363		Fax:		Cell: 334-462-9924
Client Company Name: City of Jackson, Mississippi					PO#	
Client Billing Address 100 O. B. Curtis Drive		City Ridgeland	State MS	Zip Code 39157	Job Site Name O B Curtis Warter Plant	
Client Service Address 100 O. B. Curtis Drive		City Ridgeland	State MS	Zip Code 39157	County Madison	
Client Contact Name: Mary Carter		Title Deputy Director of Water Operations	Phone 601-960-2090	Cell	E-Mail Address mccarter@jacksonms.gov	
Client Accounts Payable Contact: Annetts HHI			Phone 601-960-2417	Fax	E-Mail Address ahhi@jacksonms.gov & mccarter@jacksonms.gov	
Begin Service		Type of Service:		<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Renewal <input type="checkbox"/> INFO CHANGE		
Date: October 1, 2020 to September 30, 2021		Weapon:		<input type="checkbox"/> Unarmed <input checked="" type="checkbox"/> Armed <input type="checkbox"/> Both Armed & Unarmed Posts		
Time: 07:00am-07:00am		Uniform:		<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Soft <input type="checkbox"/> Other:		

Special Instructions:

Rates (To Be Invoiced Weekly, Bi-Weekly, Monthly Pre-Payment)

	HPW	Pay Per Hour	Regular Billing Per Hour	Premium Billing Per Hour	Billable Equipment / Benefits	Amt	Period
Security Officers	168	\$9.50	\$13.50	\$20.25		\$	
Security Officers		\$	\$	\$		\$	
Supervisor		\$	\$	\$		\$	
Other:		\$	\$	\$		\$	
Other:		\$	\$	\$		\$	

Total Billable HPW: 168

Premium Rates will be billed for all hours worked on the following Holidays: New Year's Day, Memorial Day, Labor Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day. Other: N/A

Premium Rate may be charged for additional coverage requests with less than 48 notice.

The above rates are inclusive of all costs, to include overtime. Premium Rate will only be charged if the Client requests a specific security officer to work more than forty (40) hours in one work week (Sun - Sat).

Schedule of Services

Monday: 07:00am-07:00am	Tuesday: 07:00am-07:00am	Wednesday: 07:00am-07:00am	Thursday: 07:00am-07:00am
Friday: 07:00am-07:00am	Saturday: 07:00am-07:00am	Sunday: 07:00am-07:00am	Holidays: 07:00am-07:00am

TERMS AND CONDITIONS ON BOTH PAGES OF THIS DOCUMENT ARE BINDING ON THE PARTIES OF THIS AGREEMENT

Client: City of Jackson, Mississippi

Signature: _____

Print Name: Chokwe Antar Lumumba

Title: Mayor

Date: _____

SEI

Signature: _____

Print Name: Steve William

Title: Southern Regional Manager

Date: _____

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECURITY SERVICES AGREEMENT WITH PHOENIX PROTECTION AGENCY ENTERPRISES LLC TO PROVIDE 24/7 ARMED SECURITY FOR THE O.B. CURTIS WATER TREATMENT PLANT AND THE J.H. FEWELL WATER TREATMENT PLANT (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



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



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04. (WARD 7)

OFFICE OF THE CITY ATTORNEY
11-18-2020

WHEREAS, the City of Jackson entered into a construction contract with Max Foote Construction, LLC, on October 15, 2019 for the Savanna Street Wastewater Treatment Plant Phase 1A Improvements, City Project Number 19B4001.701, SRF Project No. C280838-04 in an amount not to exceed \$23,277,000.00; and

WHEREAS, the City of Jackson issued a notice to proceed for Max Foote Construction Company, LLC, to start work on November 29, 2019; and

WHEREAS, Max Foote Construction Company, LLC, was given four hundred and sixty (460) calendar days to complete the work from the issuance of the notice to proceed; and

WHEREAS, Max Foote Construction Company, LLC, has will need additional calendar days to repair and replace equipment required to improve plant efficiency and maintain regulatory compliance; and

WHEREAS, Max Foote Construction Company, LLC, has requested an additional two hundred and forty calendar days to complete the project increasing the calendar days from four hundred and sixty (460) to seven hundred (700) total calendar days for completion; and

WHEREAS, Max Foote Construction Company, LLC, has requested an additional \$985,839.00 increasing the contract amount from \$23,777,000 to \$24,262,839.00 due to the following additions:

1. Removal of Electrical Cable Tray
2. Repair a collapsed force main
3. Install a 480-volt electrical feed to the electrical house
4. Removal of existing cone valves, and replace with swing check valves
5. Bypass Pumping
6. Revise aluminum grating support beams

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Max Foote Construction Company, LLC, for the Savanna Street Wastewater Treatment Plant Phase 1A Improvements, City Project Number 19B4001.701, SRF Project No. C280838-04 increasing the time for construction by 240 calendar days and increasing the contract amount by \$985,839.00.

Agenda Item # 36
Agenda Date: November 24, 2020

ITEM #

DATE:

BY:

WILLIAMS, LUMUMBA


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 16, 2020

	P O I N T S	C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04. (WARD 7)																																													
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 5, 6, and 7																																													
3.	Who will be affected	Residents and businesses within the City of Jackson Corporate Limits																																													
4.	Benefits	Sewer Infrastructure																																													
5.	Schedule (beginning date)	When change order is executed.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Savanna Street WWTP																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Original Contract Amount \$23,777,000.00 Increased Contract Amount \$24,262,839.00																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	MDEQ SRF Loan Account No. 032-522.90-9B4001-701-6485																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD
Director/City Engineer 

Date: November 16, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute Change Order No. 1 to the construction contract with Max Foote Construction Company, Inc, for the Savanna Wastewater Treatment Plant Phase 1A Improvements, City Project No.19B4001.701, SRF Project No. C280838-04. The Contractor (Max Foote Construction Company, LLC.) has requested a time extension and cost increase based on additional required repairs to maintain efficiency and regulatory compliance. The City of Jackson and Max Foote Construction Company, LLC, have agreed upon 240 additional calendar days to add to the original 460 calendar days totaling 700 calendar days for completion, and increasing the original contract by \$985,839.00 for additional equipment installation to improve the Savanna Street WWTP.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

ORDER AMENDING THE CONTRACT WITH NEEL-SCHAFFER, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT FOR THE STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047) LPA/107200, CITY PROJECT NUMBER 16B4001.

WHEREAS, the City Council approved a Construction Engineering and Inspection contract with Neel-Schaffer, Inc., on October 6, 2017 in an amount not to exceed \$2,328,233.10 for State Street TIGER Project; and

WHEREAS, in Exhibit 3 (Fees and Expenses) on page 24 of the contract, second paragraph it states: (Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium); and

WHEREAS, the Department of Public Work and Neel-Schaffer, Inc., agree that this language should be revised to allow overtime work to ensure subcontractors are compensated for their work performed under Neel-Schaffer, Inc., contract for Construction Engineering and Inspection Services; and

WHEREAS, in Exhibit 3 (Fees and Expenses) on page 24 of the contract, second paragraph the revised language would state: (Overtime work is allowed by this contract. Accordingly, direct salaries chargeable to this contract shall include any overtime premium).

IT IS, THEREFORE, ORDERED that the City Council approve amending the contract with Neel-Schaffer, Inc., for construction engineering and inspection services for the State Street TIGER Project, Federal Aid Project No. STP-0250-00(047) LPA/107200, City Project No. 16B4001.

Council Member Priester moved adoption; Council Member Banks seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER ACCEPTING THE BID OF MAX FOOTE CONSTRUCTION COMPANY, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04.

WHEREAS, on September 3, 2019, the City of Jackson received four sealed bids for the Savanna Wastewater Treatment Plant Phase 1A Improvements, City Project No.19B4001.701, SRF Project No. C280838-04; and

WHEREAS, the bid received from Max Foote Construction Company, LLC, in the amount of \$23,277,000.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Max Foote Construction Company, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Max Foote Construction Company, LLC, in the amount of \$23,277,000.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Priester moved adoption; Council Member Tillman seconded.

Yeas- Banks, Foote, Lindsay, Priester and Tillman.
Nays- Stamps.
Absent- Stokes.



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WEISS EXECUTIVE DIRECTOR

October 22, 2020

Chokwe A. Lumumba, Mayor
City of Jackson
200 S. President St.
Jackson, MS 39205

Dear Mayor Lumumba:

Re: City of Jackson
Savanna Wastewater Treatment Plant
Improvements: Phase I
Change Order No. 1 Approval
SRF-C280838-04

A review of the referenced unilateral change order has been completed by the Department. In accordance with the Water Pollution Control Revolving Loan Fund (WPCRLF) Program regulations, approval of the change order (enclosed) is hereby indicated as follows:

Total Change:	\$985,839.00
Eligible Change:	\$985,839.00
Revised Total Contract:	\$24,262,839.00
Revised Eligible Contract:	\$24,262,839.00
Contract Completion Date:	August 30, 2021
Eligible Completion Date:	August 30, 2021

Approval of this change order does not constitute any change in your loan amount but does authorize a time extension of 240 total days and 240 eligible days which is approved based on a review of the justification that has been submitted.

As specified by the WPCRLF Program regulations, the loan recipient is responsible for compliance with all applicable state and federal laws and regulations, and for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the loan recipient or any others of any liabilities or responsibilities. Department review and/or approval of any document is for loan eligibility/allowability purposes only and does not establish or convey any such liability or responsibility.

If you have any questions, or if we can be of any assistance, please contact Jennifer Wood, at 601-961-4254.

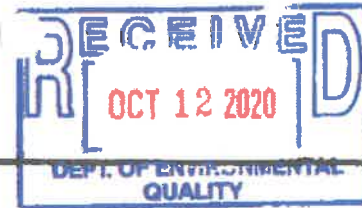
Sincerely,

A handwritten signature in black ink that reads "Sam T. Qarqish". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sam T. Qarqish, PE, BCEE
Construction Branch

Enclosure

cc: Mr. Charles Williams, PE, PhD; City of Jackson
Ms. Mary Carter; City of Jackson
Mr. Phillip Gibson, PE; Neel-Schaffer, Inc.
Mr. Matthew Horton, PE; Neel-Schaffer, Inc.



Unilateral Change Order No. 001

Date of Issuance:

Owner: Water/Sewer Utilities Division; City of Jackson, MS
Contractor: Max Foote Construction, LLC
Engineer: Neel-Schaffer, Inc.
Project: Savannah Wastewater Treatment Plant Phase 1A Improvements

Effective Date:

Owner's Contract No.: 19B4001-0701
Contractor's Project No.: 317
Engineer's Project No.: NS.14779.000
SRF Project No.: C280838-04

The Contract is modified as follows upon execution of this Change Order:

Description: See attached Change Order Proposal Summary

Attachments: Change Order Proposal #1, Change Order Proposal #2, Change Order Proposal #3, Change Order Proposal #4, Change Order Proposal #5, and Change Order Proposal #7

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 23,277,000.00</u>	Original Contract Times: Substantial Completion: <u>400</u> Ready for Final Payment: <u>460</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>\$ Not Applicable</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>Not Applicable</u> Ready for Final Payment: <u>Not Applicable</u> days
Contract Price prior to this Change Order: <u>\$ 23,277,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>400</u> Ready for Final Payment: <u>460</u> days or dates
Increase of this Change Order: <u>\$ 985,839.00</u>	Increase of this Change Order: Substantial Completion: <u>240</u> Ready for Final Payment: <u>240</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 24,262,839.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>640</u> Ready for Final Payment: <u>700</u> days or dates

RECOMMENDED: By: <u>Christy Jones</u> Engineer (if required) Title: <u>Water Division Manager</u> Date: <u>9/19/2020</u>	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Title: <u>Mayor</u> Date: <u>10/7/2020</u>	ACCEPTED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____
--	--	--

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

APPROVED AS PER LETTER
 Dated 10/22/20
 Initial JTW

9/14/2020

Neel-Schaffer Project NS.14779.000.007.20

Jennifer Wood, Project Manager
Construction Branch
MDEQ Office of Pollution Control
515 East Amite Street
P.O. Box 2261
Jackson, MS 39225

REFERENCE: SAVANNA WWTP PHASE 1A IMPROVEMENTS
SRF PROJECT NO. C2800838-04
UNILATERAL CHANGE ORDER NO. 001

Dear Ms. Wood:

On behalf of the City of Jackson, MS, please accept this Unilateral Change Order No. 001 for review and approval in order to obtain a WPCRLF loan eligibility/allowability determination.

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

Sincerely,
Neel-Schaffer, Inc.



Phillip W. Gibson, P.E.
Manager, W/WW Division



Unilateral Change Order No. 001

Date of Issuance:	Effective Date:
Owner: Water/Sewer Utilities Division; City of Jackson, MS	Owner's Contract No.: 19B4001-0701
Contractor: Max Foote Construction, LLC	Contractor's Project No.: 317
Engineer: Neel-Schaffer, Inc.	Engineer's Project No.: NS.14779.000
Project: Savanna Wastewater Treatment Plant Phase 1A Improvements	SRF Project No.: C280838-04

The Contract is modified as follows upon execution of this Change Order:

Description: See attached Change Order Proposal Summary

Attachments: Change Order Proposal #1, Change Order Proposal #2, Change Order Proposal #3, Change Order Proposal #4, Change Order Proposal #5, and Change Order Proposal #7

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 23,277,000.00</u>	Original Contract Times: Substantial Completion: <u>400</u> Ready for Final Payment: <u>460</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>\$ Not Applicable</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>Not Applicable</u> Ready for Final Payment: <u>Not Applicable</u> days
Contract Price prior to this Change Order: <u>\$ 23,277,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>400</u> Ready for Final Payment: <u>460</u> days or dates
Increase of this Change Order: <u>\$ 985,839.00</u>	Increase of this Change Order: Substantial Completion: <u>240</u> Ready for Final Payment: <u>240</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 24,262,839.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>640</u> Ready for Final Payment: <u>700</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Phillip Huber</u>	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Water Division Manager</u>	Title: <u>Mayor</u>	Title: _____
Date: <u>9/19/2020</u>	Date: <u>10/7/2020</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

Change Order Proposal Summary

Change Order Proposal #1 Existing electrical cable tray was encountered in the pipe gallery of the aeration basin requiring a different wire type to be used. A credit was given for the removal of an electrical manhole inside the blower room as a different approach was taken by the electrical contractor.

Total	\$8,300
Labor	\$0
Materials	\$0
Sub Cont.	\$7,400
OH&P, Bonds & Ins.	\$900

Change Order Proposal #2 Between the time of bid and Max Foote Construction moving onsite the ground above the existing WRUA force main collapsed exposing a hole. Rerouting of the new force main which includes additional fittings was required to keep access to the required rental bypass pumps due to failure of the Influent Pump Station's Storm Water pump.

Total	\$56,294
Labor	\$7,318
Materials	\$39,230
Sub Cont.	\$800
OH&P, Bonds & Ins.	\$8,946

Change Order Proposal #3 A 480-volt electrical feed to the new electrical house was required. This requirement was discovered during the shop drawing review process.

Total	\$7,220
Labor	\$0
Materials	\$0
Sub Cont.	\$6,435
OH&P, Bonds & Ins.	\$785

Change Order Proposal #4 This change proposal is for the removal of the existing cone valves on the three influent pumps and replacement of these valves with a swing check valve and an isolation gate valve. Issues with the cone valves developed after project was awarded.

When the design of the project first started, the design concept was to only replace the influent pumps one at a time but during the design phase it was brought to design team's attention by the contract operator that the pump suction piping below the isolation valves had holes in them. Replacing the suction piping and isolation gate valves caused the pump station to require bypass pumping.

Bypassing of the influent pump station would be required to replace the discharge cone valves for each influent pump and could be done during the same bypass pumping of the station required for the replacement of the influent pumps and electrical upgrades.

The discharge cone valve replacement should have been part of the original bid but was not thought about during the design phase. The design team was made aware of some mechanical issues with the 40 plus year old cone valves after the original bid was received. The valves are still working but are starting to have more frequent mechanical issues. The cone valve would be replaced with an air cushioned check valve and a gate valve for header isolation.

Adding the replacement of the discharge valves to the current project would save the City of Jackson money by not having to setup bypass pumping in the future to replace the discharge cone valves.

Additional duration of bypass pumping may be required. The requirement of the contract to have all pumps, motors, electrical equipment, valves, and appurtenances ready for shipment to site prior to placing the temporary bypass pumping system (upstream of the IPS) in service will cause a delay in the start of the influent pump station work making the influent pump station work the critical path. Upon change order approval, it will take 2 weeks for the contractor to get the terms and conditions of the purchase order agreed by both parties, 4 weeks to receive shop drawings, 2 weeks for shop drawing approval, and 22 weeks after receipt of order for manufacturing and delivery. This is a total of 210 days of additional contract time to receive the check and gate valves.

Thirty administration days are required after the city council approves the change order to obtain the Mayor's signature, transferring the approved change order to the Engineer, and the Engineer providing the approved change order to the Contractor. This will make the total number of days required to be added to the contract of 240 days.

Total	\$710,890/\$885,000
Labor	\$30,726
Materials	\$506,353
Sub Cont.	\$29,000
OH&P, Bonds & Ins.	\$144,811
Bypass Pumping Rental	\$136,850 (includes OH&P, Bonds & Ins.)
Pump Fuel (10,800 gal)	\$37,260 (includes OH&P, Bonds & Ins.)

Change Order Proposal #5 Revisions to the aluminum grating support beams were required to meet field conditions. A set of concrete stairs was added.

Total	\$6,315
Labor	\$500
Materials	\$1,500
Sub Cont.	\$3,200
OH&P, Bonds & Ins.	\$1,115

Change Order Proposal #6 Not part of this change order.

Change Order Proposal #7 This change order proposal is for supplying and installing required transition motor mounts to connect the new blower motors to the existing blower. These dimensions of the existing and new motors are different.

Total	\$22,710
Labor	\$700
Materials	\$18,000 (estimated)
Sub Cont.	\$0
OH&P, Bonds & Ins.	\$4,010



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

June 18, 2020

Neel-Schaffer, Inc.
125 S. Congress St, Suite 110
Jackson, MS, 39201

Attn: Mr. Phillip Gibson, P. E.

Re: Savanna Waste Water Treatment Plant Phase 1A Improvements
Change Order Proposal #1

Dear Phillip,

Please see below lump sum pricing for the labor, equipment, and materials to change the cable feeding the HC panel from single conductors to a TC. The installation of the tray cable will require rollers to be installed in the cable tray. Additionally, included with this change order is a credit for the work with deleting the concrete manhole in the blower building. MFCC requests zero (0) days for the proposed work.

Cost Breakdown

1. EP Breaux's Cost for Tray Cable	\$14,000.00
2. Credit for Electrical MH Work	<u>(\$6,600.00)</u>
3. Subtotal	\$7,400.00
4. OH&P	\$ 740.00
5. Bond & Ins. 2%	<u>\$ 160.00</u>
Total	\$ 8,300.00

Please advise if you require additional information or have any questions.

Sincerely,

MAX FOOTE CONSTRUCTION CO. LLC.

Clayton P Walker Jr.
Project Manager

CC: 316-File

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8569
FAX (985) 624-8580



Contractors

Engineers

June 1, 2020

Clay Walker
Max Foote Construction Co., LLC

REF: Savanna St WWTP
Plan Change – Blower Building Tray Cable Change

Dear Clay:

Please see below lump sum pricing for the labor, equipment, and materials to change the cable feeding the HC panel from single conductors to a TC. The installation of the tray cable will require rollers to be installed in the cable tray. I have attached a cut sheet on the TC cable for approval. Please let me know if you have any questions or concerns.

Blower Building Tray Cable Changes

Lump Sum: \$14,000.00

If any more information is needed, please let me know.

Thanks,

Johnny Robbins
Johnny Robbins
Industrial/Highway Division
E.P. Breaux Electrical, LLC.

3/C CU 600V XLPE XHHW-2 LSZH Power Cable With Ground

Type TC-ER Power Cable 600Volt Three Conductor Copper, Cross Linked Polyethylene (XLPE) insulation XHHW-2 SOLONON® Low Smoke Zero Halogen (LSZH) Jacket with 1 Bare CU Ground



Image not to scale. See Table 1 for dimensions.

CONSTRUCTION:

1. **Conductor:** Class B compressed stranded bare copper per ASTM B3 and ASTM B8
2. **Insulation:** Cross Linked Polyethylene (XLPE) Type XHHW-2
3. **Grounding Conductor:** Class B compressed stranded bare copper per ASTM B3 and ASTM B8 (cable size 8 & 6 has insulated green ground)
4. **Filler:** Paper filler (cable size 8 & 6 uses Polypropylene filler)
5. **Binder:** Polyester flat thread binder tape for cable sizes larger than 2 AWG
6. **Overall Jacket:** SOLONON® Low Smoke Zero Halogen (LSZH) Jacket

APPLICATIONS AND FEATURES:

Southwire's 600 Volt Type TC-ER power cables are suited for use in wet and dry areas, conduits, ducts, troughs, trays, direct burial, aerial supported by a messenger, and where superior electrical properties are desired. These cables are capable of operating continuously at the conductor temperature not in excess of 90°C for normal operation in wet and dry locations, 130°C for emergency overload, and 250°C for short circuit conditions. For uses in Class I, II, and III, Division 2 hazardous locations per NEC Article 501 and 502. Constructions with 3 or more conductors are listed for exposed runs (TC-ER) per NEC 336.10.

SPECIFICATIONS:

- ASTM B3 Standard Specification for Soft or Annealed Copper Wire
- ASTM B8 Concentric-Lay-Stranded Copper Conductors
- UL 44 Thermoset-Insulated Wires and Cables
- UL 1277 Electrical Power and Control Tray Cables
- UL 1685 FT4 Vertical-Tray Fire Propagation and Smoke Release Test
- ICEA S-58-679 Control Cable Conductor Identification Method 3 (1-BLACK, 2-RED, 3-BLUE)
- ICEA S-95-658 (NEMA WC70) Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy
- IEEE 1202 FT4 Flame Test (70,000) BTU/hr Vertical Tray Test

SAMPLE PRINT LEGEND:

SOUTHWIRE EXXXXX #P# (UL) [#AWG Or #kcmil] CU XHHW-2 XLPE/LSZH 600V Type TC-ER For CT USE SUN. RES. For DIRECT BURIAL FT4 [-25°C] YEAR (NEC) [SEQUENTIAL FEET MARKS]



Southwire Company, LLC | One Southwire Drive, Carrollton, GA 30119 | www.southwire.com

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SPEC 45254 DATE: 08/01/2020 19:03 UTC Rev: 3.0.00C

Table 1 – Weights and Measurements

Stock Number	Cond. Size	Diameter Over Conductor	Insul Thickness	Diameter Over Insulation	Ground	Jacket Thickness	Approx. OD	Copper Weight	Approx. Weight
	AWG/ Kcmil	inch	mil	inch	No. x AWG	mil	inch	lb/1000ft	lb/1000ft
561568	8	0.139	45	0.229	1 x 10	60	0.615	187	313
561567	6	0.174	45	0.264	1 x 8	60	0.691	297	451
561565	4	0.221	45	0.311	1 x 8	60	0.791	442	615
551378	2	0.277	45	0.367	1 x 6	80	0.953	703	954
TBA	1	0.321	55	0.431	1 x 6	80	1.091	865	1174
TBA	1/0	0.360	55	0.470	1 x 6	80	1.175	1069	1412
561564	2/0	0.404	55	0.514	1 x 6	80	1.270	1327	1710
565815	3/0	0.454	55	0.564	1 x 4	80	1.378	1700	2130
959718	4/0	0.510	55	0.620	1 x 4	80	1.499	2110	2595
TBA	250	0.558	65	0.688	1 x 4	80	1.646	2469	3035
TBA	350	0.661	65	0.791	1 x 3	110	1.929	3440	4232
564938	500	0.789	65	0.919	1 x 2	110	2.205	4885	5840
TBA	750	0.968	80	1.128	1 x 1	110	2.656	7278	8562

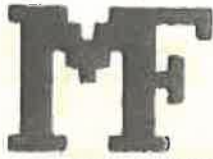
All dimensions are nominal and subject to normal manufacturing tolerances
 † Cable marked with this symbol is a standard stock item

Table 2 – Electrical and Engineering Data

Stock Number	Cond. Size	Min Bending Radius	Max Pull Tension	DC Resistance @ 25°C	AC Resistance @ 90°C	Inductive Reactance @ 60Hz	Shield Short Circuit Current 6 Cycles	Allowable Ampacity At 60°C†	Allowable Ampacity At 75°C†	Allowable Ampacity At 90°C†
	AWG/ Kcmil	inch	lb	Ω/1000ft	Ω/1000ft	Ω/1000ft	Amp	Amp	Amp	Amp
561568	8	2.5	396	0.852	0.815	0.033	3754	40	50	55
561567	6	2.8	630	0.411	0.514	0.031	5966	55	65	75
561565	4	3.2	1002	0.258	0.323	0.030	9491	70	85	95
551378	2	3.8	1593	0.162	0.203	0.028	15089	95	115	130
TBA	1	5.5	2009	0.129	0.162	0.028	19029	110	130	145
TBA	1/0	5.9	2534	0.102	0.128	0.028	24011	125	150	170
561564	2/0	6.4	3194	0.081	0.102	0.027	30264	145	175	195
565815	3/0	6.9	4027	0.064	0.081	0.027	38154	165	200	225
959718	4/0	7.5	5078	0.051	0.064	0.026	48114	195	230	260
TBA	250	8.2	6000	0.043	0.055	0.027	56845	215	255	290
TBA	350	9.6	8400	0.031	0.040	0.028	79583	260	310	350
564938	500	13.2	12000	0.022	0.029	0.025	113690	320	380	430
TBA	750	15.9	18000	0.014	0.020	0.025	170535	400	475	535

† Ampacities are based on Table 310.15 (B)(16) of the NEC, 2017 Edition. Ampacities of insulated conductors rated up to and including 2000 Volts, based on ambient temperature of 30°C (86°F)





MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

June 30, 2020

Neel-Schaffer, Inc.
125 S. Congress St, Suite 110
Jackson, MS, 39201

Attn: Mr. Phillip Gibson, P. E.

Re: Savanna Waste Water Treatment Plant Phase 1A Improvements
Change Order Proposal #2 -Revised

Dear Phillip,

Please see the below lump sum pricing and attached breakdown for the labor, equipment, and materials to revise and add to the piping configuration for the WRFM close to the Temporary Bypass Pit, install a permanent SS plate at the existing influent junction box, and backfill the sink hole with onsite material per the revised plan page C-7. MFCC has included a savings in our price for not having to install the forcemain as deep. MFCC requests zero (0) additional days for the proposed work. The total price for consideration is Fifty-Six Thousand, Two Hundred Ninety-Four Dollars (\$56,294.00).

Please advise if you require additional information or have any questions.

Sincerely,

MAX FOOTE CONSTRUCTION CO. LLC.

Clayton P Walker Jr.
Project Manager

CC: 317-File

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8569
FAX (985) 624-8580

Max Foote Construction
WRFM Additions Change Order Proposal

	D	E	F	H	I	J	K	L	N	P	R	T	V	X	Z	AB
2	Line Integrity On															
3																
4																
5																
6	Stework															
7	Backfill Cave-in Area	745	CY	SW3	23.67	0.100	74.50	2.97	1,764	0.70	622					
8	On-Site Haul	24	HR8													
9	Trench Excavation Mech.	124	CY	SW2	21.50	0.061	10.04	1.74	216	0.40	80					
10	Hand Excavate	5	CY	LAB	16.00	1.000	5.00	15.00	75							
11	Trench Backfill and Temp	114	CY	SW3	23.67	0.055	6.27	1.30	149	0.40	46					
12	Purchase Limestone	63	TNS							33.26	2,066					
13																
14	Subtotal						96		2,204		2,714			0	1,800	6,718
15																
16	Metals															
17	6x6x5/8" 88 Steel Plate	918	LBS	mw3	23.67	0.012	11.02	0.28	261		3,445					
18	Anchor	8	Ea	mw3	23.67	0.163	1.30	3.86	31		2.00					
19																
20	Subtotal						12		292		3,445			16	0	3,763
21																
22	Piping															
23	36" DI MJ 46" Bend-401-AIS	1	EA	MM3	23.67	24.000	24.00	568.00	568	9,467.00	9,467					
24	36" DI MJ Sleeve-401-AIS	1	EA	MM3	23.67	24.000	24.00	568.00	568	7,355.00	7,355					
25	36" Temp Blind FLG - 36" Steel Plate	1	EA	MM3	23.67	12.000	12.00	284.00	284	585.00	585					
26	36" MEGALUG for PVC-AIS	4	EA							1,126.00	4,504					
27	36" FLG Bolt Kit	1	EA							415.00	415					
28	36" C-605 PVC	40	LF	MM3	23.67	0.610	24.40	14.44	578	98.00	3,920					
29	Savings for Raising the Elevation of the RM	1	LA													
30																
31	Subtotal						64		1,988		26,246			0	-1,000	27,244

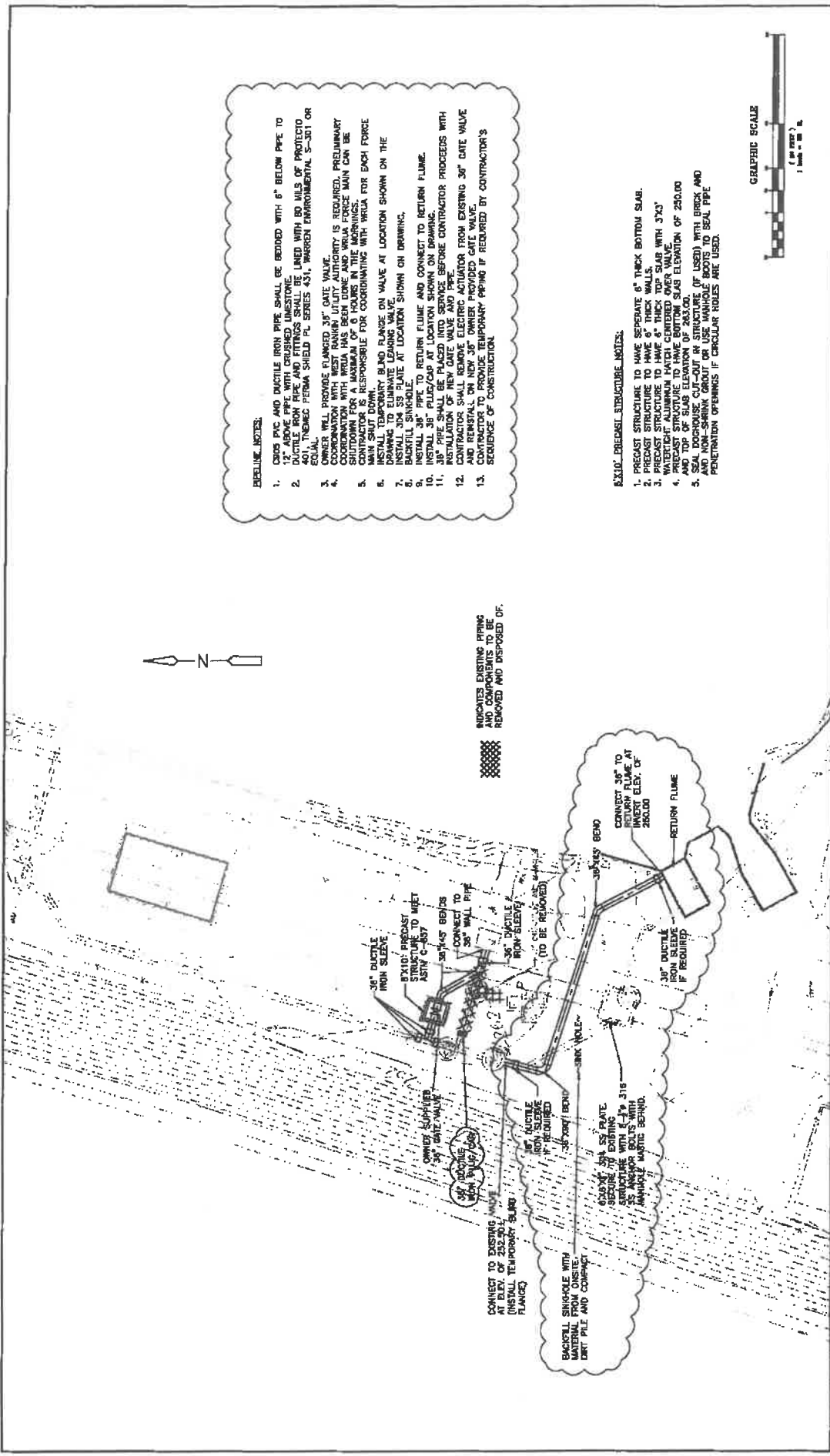
Max Foote Construction
WRFM Additions Change Order Proposal

Z	Line Integrity On	D	E	F	H	I	J	K	L	N	P	R	T	V	X	Z	AB
3								287		0.84		32,788		3,620			8,168
4																	
5																	
32																	
33	Equipment																
34	Outside Excavator (210 DS)	0.25	MO	OCC		35.00	160,000	40.00	5600.00	1,400			4,825.00	1,207			
35	Outside Excavator at Stockpile (210 DS)	0.25	MO										4,825.00	1,207			
36	Move In/Out	2	EA												200.00	400	
37	Compactor	0.15	MO	LAB		15.00	160,000	24.00	2400.00	360				890			
38	MFCO Trench box	1	LB										500.00	500	250.00	250	
39	Gasoline	1	MO								100.00						
40	Diesel	1	MO								250.00						
41	Misc. Sales Tax	1	MO												500.00	500	
42																	
43																	
44																	
45	Bond															573	
46	Payroll Taxes															1,064	
47	Sales Tax															2,008	3.5%
48	Miscellaneous Insurance															573	
49																	
50	Secondary Page Subtotal				Labo			64		1,780	Materials:	380	Equip:	3,604	Subcont:	5,368	11,079
51	Front Pages Subtotal				Labo			183		4,484	Materials:	32,405	Equip:	16	Subcont:	600	37,718
52	All Pages Total				Labo			287		6,264	Materials:	32,788	Equip:	3,620	Subcont:	6,168	46,794
53																	
54																	
55																	
56																	
57																	
58																	
59																	
60																	
61																	

Total Bond:	573
Total Payroll Taxes:	1,064
Sales Tax:	2,008
Miscellaneous Insurance:	573

Front Pages Avg Rate 23.34 %/HR

OH & P:	7,500
	18.32%
	80,294



- REPLACE EXISTING PIPING**
- INDICATES EXISTING PIPING TO BE REMOVED AND DISPOSED OF.**
- 36" DUCTILE IRON PIPE SHALL BE BEDDED WITH 6" BELOW PIPE TO 12" ABOVE PIPE WITH CRUSHED Limestone. LINED WITH 80 MILS OF PROTECTO DUCTILE IRON PIPE AND FITTINGS SHALL BE LINED WITH 80 MILS OF PROTECTO EQUAL WEIGHT FIBER SHIELD PL SERIES 431, WARREN ENVIRONMENTAL S-301 OR EQUAL.**
- OWNER WILL PROVIDE FLANGED 36" GATE VALVE.**
- COORDINATION WITH WEST HANNA UTILITY AUTHORITY IS REQUIRED. PRELIMINARY COORDINATION WITH WEST HANNA HAS BEEN DONE AND WELFA FORCE MAIN CAN BE SAID DOWN FOR MAINLINE.**
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH WELFA FOR EACH FORCE MAIN SHUT DOWN.**
- INSTALL 36" TEMPORARY FLANGE ON VALVE AT LOCATION SHOWN ON THE DRAWING.**
- INSTALL 36" TEMPORARY FLANGE ON VALVE AT LOCATION SHOWN ON DRAWING.**
- INSTALL 36" PIPING TO RETURN FLUME AND CONNECT TO RETURN FLUME.**
- INSTALL 36" FLY/CAP AT LOCATION SHOWN ON DRAWING.**
- INSTALL 36" FLY/CAP AT LOCATION SHOWN ON DRAWING.**
- INSTALLATION OF NEW GATE VALVE AND PIPING SHALL BE COMPLETED BEFORE CONTRACTOR PROCEEDS WITH INSTALLATION OF NEW GATE VALVE AND PIPING.**
- CONTRACTOR SHALL REMOVE ELECTRIC ACTUATOR FROM EXISTING 36" GATE VALVE AND REINSTALL ON NEW 36" OWNER PROVIDED GATE VALVE.**
- CONTRACTOR TO PROVIDE TEMPORARY PIPING IF REQUIRED BY CONTRACTOR'S SCHEDULE OF CONSTRUCTION.**

- EXISTING STRUCTURE NOTES:**
1. PRECAST STRUCTURE TO HAVE SEPARATE 6" THICK BOTTOM SLAB.
 2. PRECAST STRUCTURE TO HAVE 6" THICK WALLS.
 3. PRECAST STRUCTURE TO HAVE 6" THICK TOP SLAB WITH 3"x3" WATER-TIGHT ALUMINUM HATCH CENTERED OVER VALVE.
 4. AND TOP 6" SLAB ELEVATION OF BOTTOM SLAB ELEVATION OF 230.00.
 5. SEAL DOORHOUSE CUT-OUT IN STRUCTURE (IF USED) WITH BRICK AND AND NON-SHRINK GROUT OR USE MANHOLE BOOT TO SEAL PIPE PENETRATION OPENINGS IF CIRCULAR HOLES ARE USED.



SHEET NO. **C-7**

36" GATE VALVE AND FORCE MAIN REPLACEMENT

NEEL-SCHAFFER
Sustainable pipe since built.

CITY OF SAVANNAH
WATER/SEWER UTILITIES DIVISION

SAVANNAH WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS

PROJECT NO. **16-1776-000**

FILE NAME **C-1208**

DESIGNED BY _____

DRAWN BY _____

CHECKED BY _____

DATE _____

NOTICE TO DRAWING HOLDER:

THIS DRAWING IS THE PROPERTY OF NEEL-SCHAFFER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT, IN ANY MANNER OR FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF NEEL-SCHAFFER IS STRICTLY PROHIBITED. THE USER SHALL BE AT ALL TIMES RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES INVOLVED IN THE PROJECT, INCLUDING A ATTORNEY'S FEE, ARISING OUT OF OR FROM THIS PROJECT.

REV.	DATE	BY	DESCRIPTION
1	06/29/16	JEU	ISSUED FOR BIDDING
2	07/01/16	JEU	ISSUED FOR BIDDING



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

August 5, 2020

Neel-Schaffer, Inc.
125 S. Congress St. Suite 110
Jackson, MS, 39201

Attn: Mr. Phillip Gibson, P. E.

Re: Savanna Waste Water Treatment Plant Phase 1A Improvements
Change Order Proposal #3

Dear Phillip,

Please see below lump sum pricing for the labor, equipment, and materials to add a 480V feeder from the blower building to the new E-house as discussed at previous site visits. MFCC requests zero (0) additional contract days for the proposed work.

Cost Breakdown

1. EP Breaux's Cost for 480V Feeder	\$6,435.00
4. OH&P	\$ 643.50
5. Bond & Ins. 2%	\$ 141.50
Total	\$ 7,220.00

Please advise if you require additional information or have any questions.

Sincerely,

MAX FOOTE CONSTRUCTION CO. LLC.

Clayton P Walker Jr.
Project Manager

CC: 317-File

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8569
FAX (985) 624-8580



Contractors

Engineers

August 3, 2020

Clay Walker
Max Foote Construction Co., LLC

REF: Savanna St WWTP
Plan Change – 480V E-House Feeder

Dear Clay:

Please see below lump sum pricing for the labor, equipment, and materials to add a 480V feeder from the blower building to the new E-house. Please let me know if you have any questions or concerns.

E-House 480 Volt Feeder: Lump Sum: **\$6,435.00**

If any more information is needed, please let me know.

Thanks,

Johnny Robbins
Johnny Robbins
Industrial/Highway Division
E.P. Breaux Electrical, LLC.



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

June 30, 2020

Neel-Schaffer, Inc.
125 S. Congress St, Suite 110
Jackson, MS, 39201

Attn: Mr Phillip Gibson, P. E.

Re: Savannah Waste Water Treatment Plant Phase 1A Improvements
Change Order Proposal #4

Dear Phillip,

Please see the below lump sum pricing and attached breakdown for the labor, equipment, and materials to remove the cone valves and replace with gate and check valves in the Influent Pump Station and other directed work as described in the attached email for Eight Hundred Eighty-Five Thousand Dollars.(\$885,000.00). We received two different valve quotes for this proposal which are both enclosed.

Lead time for the valves is currently estimated to be 22 weeks after approved submittals. Basing this change order proposal being approved at the first of September, 2020, the valves would not arrive until April 2021. Our current plan to begin bypassing in January 2021 will now push to April 2021 which will push completion of the pump station to August 2021, one month passed our project schedule completion time and 210 days past our contract completion date. That being the case, MFCC requests 210 additional days be added to the contract for the proposed work.

Please advise if you require additional information or have any questions.

Sincerely,

MAX FOOTE CONSTRUCTION CO. LLC.

Clayton P Walker Jr.
Project Manager

CC: 317-File

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8569
FAX (985) 624-8580

Max Foote Construction
317 - Valve and Header Replacement -IPS

Line	Description	Quantity	Unit	Rate	Hours/Unit	Manhours	Unit Cost	Total	Materials		Equipment		Subcontractor	Comments	
									Unit Cost	Total	Unit Cost	Total			
2	Line Integrity On														
3															
4															
5															
6	Demo Header and Valves														
7	Rem. Sludge and Water	16	CHR 4DM	83.00	*	64.00	83.00	1,328							
8	Rem. Cone Valves	3	EA 4DM	83.00	8,000	96.00	684.00	1,962	100.00						
9	Rem Cone Valve Oil Line Piping	12	HRS 4DM	83.00	1,000	48.00	83.00	966	25.00						
10	Haul off Demo-ed Valves and Piping	6	CHR 4DM	83.00	*	24.00	83.00	498	75.00						
11	Rem Oil From Valve System	1	LS									2,500.00		2,500	
12	Rem Steel and DI Piping	6	CHR 4DM	83.00	*	24.00	83.00	498							
13	Rem/Replaces Walk Platforms	24	CHR 4DM	83.00	*	96.00	83.00	1,962	7.50		1.00			24	
14	Sew Cut for Operators	3	EA 2DM	47.00	2,000	13.50	94.00	282					500.00	1,500	
15															
16															
17	Subtotal					366		7,686		1,730		24		4,000	13,340
18															
19	Bypass Pumping														
20	Bypass Pump Influent - 100 MGD	1	MO						117,000.00						
21	Services Rented Pumps - Diesel	2	EA						1,999.09						
22	Monitor/Operate System	30	DAY GL2	20.00	2,000	60.00	40.00	1,200							
23	Fuel Consumption	10500	GAL						3.00						
24															
25															
26	Subtotal					60		1,200		181,400		0		0	162,600
27	Piping														
28	Receive and Handle	2	LS UH4	16.25	24,000	48.00	436.00	876							
29	24" Expansion Joint	3	EA 4PI	76.00	2,000	24.00	152.00	456	1,460.00						
30	24"x36" DI FLG Reducer	3	EA 4PI	76.00	3,000	36.00	228.00	684	13,596.00						
31	36" Oil Cushioned Check Valves	3	EA 4PI	76.00	16,000	182.00	1218.00	3,648							
32	36" Gate Valve w/ Spur Gear	3	EA 4PI	76.00	12,000	144.00	912.00	2,796							
33	36" Steel Fab Pipe	8	EA 4PI	76.00	6,000	72.00	468.00	1,368	4,176.00						
34	36" Romnac 400 Style Coupling	3	EA 4PI	76.00	3,000	36.00	228.00	684	1,542.00						
35	24" FLG Bolt Kit	3	EA						1,195.00						
36	36" FLG Bolt Kit	9	EA						2,068.00						
37	Startup on Valves	1	LS IMV2	23.00	4,000	4.00	92.00	82							
38															
39															
40	Subtotal					568		10,544		488,506		0		0	489,050

Max Foote Construction
317 - Valve and Header Replacement -IPS

Line	Integrity Cn	D	E	F	H	I	J	K	L	N	P	R	T	V	X	Z	AB	
																		Quantity
2								1,023		27,851		847,776					90,940	
3																		
4																		
41	Electrical																	
42	Electrical Reconductors			1	LS												25,000	
43																		
44	Subtotal							0		0		0				0	25,000	
45																		
46																		

Max Foote Construction
317 - Valve and Header Replacement -IPS

2	Line	Integrity On	D	E	F	H	I	J	K	L	N	P	R	T	V	X	Z	AB				
																			1,023	27,481	642,778	1,218
			Labor: 1,023																			
			Materials: 27,481																			
			Equip: 642,778																			
			Sub: 1,218																			
			Total: 82,940																			
4	Description	Quantity	Unit	Rate	Hours/Unit	Material	Unit Cost	Total	Hours/Unit	Material	Unit Cost	Total	Hours/Unit	Material	Unit Cost	Total	Hours/Unit	Material	Unit Cost	Total	Comments	
47	Mobilization																					
48	Superintendent	4	WK				1,834.00	7,336														* Geoff x1.02
49	OTOB		LS																			* 50% Salary + PRT
50	Assist. Superintendent		WK																			
51	OTOB		LS																			
52	Salary Travel	1	WK																			* 25% Salary + PRT
53	Hourly Travel	5	WK																			* 500 350 + Lot Rent, Util.
54	Hourly Health Insurance		MO																			* 6,000 4Mx350x5Day
55	Hourly Health Insurance		MO																			* With Int C-46
56	Hourly Health Insurance		LS																			* 562 2% of labor
57	Building Permit		LS																			
58	Site Plan Review		LS																			
59	Specialty Permits		LS																			
60	Construction Trailer Application Fee		LS																			
61	County County License		LS																			
62	Occupational Tax		LS																			
63	Job Signs		EA																			
64	MFCG Office	1	MO																			
65	Engineer Office	1	MO																			* Wilcopt
66	Office Delivery Setup		EA																			
67	Ergr Office Supplies		EA																			
68	Install/Remove Furnishings		MO																			
69	Office Supplies		LS																			
70	Fire Extinguishers		EA																			
71	Temp Electric Service		LS																			
72	Temporary Electric	1	MO																			
73	Startup Temporary Electric		LS																			
74	Scheduling		LS																			
75	MFCG Phone	1	MO																			
76	Engineer Phone	1	MO																			
77	Phone Hook-Up		EA																			
78	Temp Water Service		LF																			
79	Construction Water	1	MO																			
80	Line to East MH		LF																			
81	Sanitary Holding Tanks		MO																			

Max Foote Construction
317 - Valve and Header Replacement -IPS

Line	Integrity On	D	E	F	H	I	J	K	L	N	P	R	T	V	X	Z	AB
2										37,481	Materials	647,776	Equip.	1,212	Sub	92,940	
3										1,093							
4																	
82																	
83																	
84																	
85																	
86																	
87																	
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115																	
116																	

Max Foote Construction
317 - Valve and Header Replacement -IPS

Z	Ultra Integrity On	D	E	F	H	I	J	K	L	N	P	R	T	V	X	Z	AB																					
																		Labo	1,023	27,491	847,778	1,213	82,840															
2	3	4	5	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151
Description		Quantity	Unit	Rate	Hours/Unit	Man-Hours	Unit Cost	Total	Materials	Equipment	Subcontractor	Comments																										
Description		Quantity	Unit	Rate	Hours/Unit	Man-Hours	Unit Cost	Total	Materials	Equipment	Subcontractor	Comments																										
117	MFCFC John Deere 350 GLC		MO				5,000.00			5,000.00																												
118	AnchorUp Grinder (250 or 350)		MO				3,500.00			3,500.00																												
119	Oxide 6000# Breaker (350)		MO				3,500.00			3,500.00																												
120	MFCFC John Deere 470 GLC		MO				6,500.00			6,500.00																												
121	Move In/Out		EA				250.00			250.00																												
122	Outside Excavator (130 08)		MO				3,600.00			3,600.00																												
123	Move In/Out		EA																																			
124	Outside Excavator (210 09)		MO				4,826.00			4,826.00																												
125	Move In/Out		EA																																			
126	Outside John Deere 624K Loader	1	MO				2,800.00			2,800.00			4,200																									
127	Move In/Out		EA																																			
128	MFCFC John Deere 650K Dozer		MO				2,000.00			2,000.00																												
129	MFCFC John Deere 650K Dozer		MO				3,000.00			3,000.00																												
130	MFCFC John Deere 700 Dozer		MO				3,500.00			3,500.00																												
131	MFCFC John Deere 760K		MO				3,500.00			3,500.00																												
132	Outside Dozer		MO				3,600.00			3,600.00																												
133	Move In/Out		EA										200.00																									
134	MFCFC Compactor		MO				1,000.00			1,000.00																												
135	Outside Compactor		MO																																			
136	MFCFC Power Broom		MO				500.00			500.00																												
137	Outside Motor Grader		MO																																			
138	Off Road Truck		MO	20.00																																		
139	Man Lift		MO				425.00			425.00																												
140	MFCFC Grove RT 30E-2		MO	35.00	176.000		3,250.00			3,250.00																												
141	MFCFC Grove RT800		MO	35.00	176.000		4,250.00			4,250.00																												
142	Outside R.T. Crane 30T 08		MO	35.00	176.000		6,200.00			6,200.00																												
143	MFCFC L-B LS138/Zoom/FC60		MO	35.00	176.000		5,750.00			5,750.00																												
144	MFCFC L-B LS1090		MO	35.00	176.000		3,750.00			3,750.00																												
145	MFCFC L-B LS1088		MO	35.00	176.000		3,250.00			3,250.00																												
146	MFCFC L-B LS98A		MO	35.00	176.000		3,250.00			3,250.00																												
147	MFCFC L-B LS98B		MO	35.00	176.000		2,750.00			2,750.00																												
148	Outside Crawler Crane		MO	35.00	175.000		8,000.00			8,000.00																												
149	Move In/Out 108		EA										3,700.00																									
150	Move In/Out 138		EA										6,000.00																									
151	Freight Outside Crane		EA										500.00																									

Max Foote Construction
317 - Valve and Header Replacement -IPS

Z	Line	Infringity	On	D	E	F	H	I	J	K	L	N	P	R	T	V	X	Z	AB		
	3						1,023					27,481	Materials:	647,778	Equip:	1,212	Sub:	92,940			
4	5	Description	Quantity	Unit	Labior	Rate	Hours/Unit	Min/Hours	Unit Cost	Total	Materials	Unit Cost	Total	Equipment	Unit Cost	Total	Subcontractor	Unit Cost	Total	Comments	
152		Freight In/Out		EA	ldr	20.00	8.000				300.00			150.00							
153		Travel Expenses/Permits		EA							200.00										
154		Crane Erect/Rig/breakdown		EA	mw4	22.25	64.000				1,000.00			500.00							
155		Outside Conc Pump Truck		CY																	
156		Pick-up Truck	1	MO										650.00			650.00				650
157		Job Truck		MO																	
158		Water Truck		MO																	
159		Air Compressor	1	MO										500.00			500.00				500
160		Welding Machine		MO										500.00			500.00				
161		Generator		MO										500.00			500.00				
162		MFCC Trench box		LS										500.00			500.00				
163		Equipment Service	1	MO	sw1	28.00	10.000	10.00	280.00	280.00	500.00		500.00								
164		Crane Meils		LS										5,000.00							
165		Stone Box		LS										8,000.00							
166		Rock Teeth		LS										750.00							
167		Gasoline	1	MO									1,000.00			1,000.00					
168		Diesel	1	MO									500.00			500.00					
169		Misc. Sales Tax	1	MO													500.00				500
170																					
171																					
172																					
173		Bond																			7,897
174		Payroll Taxes																			4,869
175		Sales Tax																			30,976
176		Miscellaneous Insurance																			3.5% of Total
177																					7,897
178		Secondary Page Subtotal			Labior:			41		8,131	Materials:	9,140	Equip:	1,189	Subcont.:	63,940					79,369
179		Front Pages Subtotal			Labior:		882			19,330	Materials:	941,636	Equip:	24	Subcont.:	29,000					688,990
180		All Pages Total			Labior:		1,023			27,481	Materials:	947,778	Equip:	1,212	Subcont.:	92,940					799,369
181					Front Pages Avg Rate	19.00	SAHR														115,611
182																					13.06%
183																					689,000
184																					
185																					
186																					

Total Bond: 7,897
 Total Payroll Taxes: 4,869
 Sales Tax: 30,976
 Miscellaneous Insurance: 3.5% of Total 7,897



Contractors

Engineers

August 20, 2020

Clay Walker
Max Foote Construction Co., LLC

REF: Savanna St WWTP
Plan Change – Extended Overhead

Dear Clay:

Please see below lump sum pricing for the extended overhead for a period of 1 month. Please let me know if you have any questions or concerns.

Extended Overhead Lump Sum: **\$25,000.00**

If any more information is needed, please let me know.

Thanks,

Johnny Robbins
Johnny Robbins
Industrial/Highway Division
E.P. Breaux Electrical, LLC.

Ernest P. Breaux Electrical, Inc.
P.O. Box 11640
New Iberia, LA

Extended Overhead

CHANGE ORDER BREAKDOWN
EPB-RFC-006 - Extended Overhead.xlsx

LABOR

Name/Class	Hours	Rate	Per Diem	Extended Total
Project Manager	60	\$ 45.00	\$ -	\$ 2,700.00
Superintendent	160	\$ 40.00	\$ -	\$ 6,400.00
Assistant PM	160	\$ 32.00	\$ -	\$ 5,120.00
				\$ -
Sub Total Labor				\$ 14,220.00
Labor Burden	38%			\$ 5,403.60
TOTAL LABOR				\$ 19,623.60

EQUIPMENT

Description	Qty	Day/month	Rate	Rental Markup	Total
Pickup and Tools	1	16	\$ 50.00		\$ 800.00
Apartment	1	1	\$ 1,500.00		\$ 1,500.00
Office Trailers	1				\$ -
					\$ -
					\$ -
TOTAL EQUIPMENT					\$ 2,300.00

MATERIALS

Description	Units	Unit Cost	Total
			\$ -
			\$ -
			\$ -
			\$ -
Sub Total Material			\$ -
Sales Tax	0.0%		\$ -
TOTAL MATERIAL			\$ -

SUBCONTRACTOR

Subcontractor	Invoice #	Description	Total
TOTAL SUBCONTRACTOR			\$ -

SUMMARY

	Cost	Markup %	MarkUp \$	Total
Labor	\$ 19,623.60	15%	\$ 2,943.54	\$ 22,567.14
Equipment	\$ 2,300.00	15%	\$ 345.00	\$ 2,645.00
Materials	\$ -	0%	\$ -	\$ -
Subcontractor	\$ -	0%	\$ -	\$ -
Sub Total				\$ 25,212.14
Bond Expense		0.0%		\$ -
TOTAL CHANGE ORDER AMOUNT				\$ 25,212.14

Clay Walker

From: Courtney Myrick <cmyrick@ellewws.com>
Sent: Friday, August 07, 2020 11:31 AM
To: Clay Walker
Subject: RE: Savanna WWTP Change Order Pricing

3 ea 400-36.00-./8 x 7 RC400, shop coat, 304SS AIS = \$1542.00 ea

Courtney Myrick



Certified WBE & DBE
907-A Alton Parkway | Birmingham, AL 35210
PO Box 205 | Leeds, AL 35094
T: (205)352-3240 | M: (205)317-7329 | F: (205)737-0262
www.ellewws.com

From: Clay Walker <cwalker@maxfoote.com>
Sent: Thursday, August 6, 2020 10:43 AM
To: Courtney Myrick <cmyrick@ellewws.com>
Subject: RE: Savanna WWTP Change Order Pricing

Sorry, not the TC400. Quote Style 400. Connecting 36" Steel Pipe to 36" Steel Pipe, .375" wall thickness.

Clay

From: Courtney Myrick [<mailto:cmyrick@ellewws.com>]
Sent: Thursday, August 06, 2020 10:12 AM
To: Clay Walker <cwalker@maxfoote.com>
Subject: RE: Savanna WWTP Change Order Pricing

What are the two different OD's you are trying to coupling?

Courtney Myrick



Certified WBE & DBE
907-A Alton Parkway | Birmingham, AL 35210
PO Box 205 | Leeds, AL 35094
T: (205)352-3240 | M: (205)317-7329 | F: (205)737-0262
www.ellewws.com

From: Clay Walker <cwalker@maxfoote.com>
Sent: Thursday, August 6, 2020 10:10 AM
To: Courtney Myrick <cmyrick@ellewws.com>
Subject: RE: Savanna WWTP Change Order Pricing

Hey Courtney,

I need one more item priced, please see below:

3 EA – Romac Style TC400 – 36" – AIS

Thank you,

Clay

From: Courtney Myrick [mailto:cmyrick@ellewvs.com]
Sent: Monday, August 03, 2020 5:02 PM
To: Clay Walker <cwalker@maxfoote.com>
Subject: RE: Savanna WWTP Change Order Pricing

See pricing below.

Thanks,

Courtney Myrick



Certified Water & Ditch

907-A Alton Parkway | Birmingham, AL 35210

PO Box 205 | Leeds, AL 35094

T: (205)352-3240 | M: (205)317-7329 | F: (205)737-0262

www.ellewvs.com

From: Clay Walker <cwalker@maxfoote.com>
Sent: Tuesday, July 28, 2020 2:49 PM
To: Courtney Myrick <cmyrick@ellewvs.com>
Subject: Savanna WWTP Change Order Pricing

Courtney,

Can you price the below items:

1. 3 EA – 24" Flg'd expansion joint = Joint Only = \$1190.00 ea Retainer ring set for one joint = \$270.00 per pair
2. 3 EA – 24"x36" Ductile Iron Flg'd Concentric Reducer, Primed, 401 Lined. – AIS = \$13,565.00 ea
3. Price per ea – 24" SS Flange Bolt and Gasket Kit – AIS = \$1135.00 EA
4. Price per ea – 36" SS Flange Bolt and Gasket Kit – AIS = \$2088.00 EA

Also, Ryan Bailey should be sending you valve pricing as part of this change order proposal. Please review and send to me when you can.

Sincerely,

Clayton P. Walker Jr.
Max Foote Construction Co., LLC
Office- 985-624-8569
Cell- 318-564-5982

Clay Walker

From: Courtney Myrick <cmyrick@ellewvs.com>
Sent: Friday, July 31, 2020 2:18 PM
To: Clay Walker
Subject: RE: Savanna CO Pricing (correct version)

KNIFE GATE VALVES:

3 ea 24" Rodney Hunt Model MONO-A-30-DI-FX-M Knife Gate Valve, ductile iron bonnet, uni-directional, Flanged, Manual Operator = \$148,321.00 LS

3 ea 30" Same = \$180,320.00 LS

3 ea 36" Same = \$210,570.00 LS

Freight Allowed.
Includes subs, O&Ms, and Startup service.

CHECK VALVES:

3 ea 24" GA Model 250DSL AWWA C508 Swing Check Valve, Lever & Weight, Air Cushion.
CI Body/Disc, Ductile disc arm, SS316 Body Seat, Buna-N Disc seat and seals, Teflon shaft packing, SS303 Keyed shaft, single counterweight arm with adjustable air cushioned chamber, DPDT limit switch, Carboline 891 2part NSF61 epoxy interior/exterior.
= \$97,276.00 LS

3 ea 30" Same = \$211,493.00 LS

3 ea 36" Same = \$264,165.00 LS

Freight Allowed.
Includes subs, O&Ms, and Startup service.

GATE VALVES:

3 ea 36" Mueller Flange Gate Valve, Spur Gear, HW = \$139,415.00 LS

Freight Allowed.
Includes subs, O&Ms, and Startup service. AIS Compliant.

Courtney Myrick



Certified WBE & DBE
907-A Alton Parkway | Birmingham, AL 35210
PO Box 205 | Leeds, AL 35094
T: (205)352-3240 | M: (205)317-7329 | F: (205)737-0262
www.ellewvs.com

Clay Walker

From: George Peart <gpeart@gsengr.com>
Sent: Wednesday, August 19, 2020 3:47 PM
To: Clay Walker
Cc: Thomas Ballinger; James Gibson
Subject: Savannah St - Valves - REVA

Hey Clay,

Confirming our conversation, here is the pricing for the valves:

Qty. (3) 36" Gate Valve w/ Spur Gear, AIS Compliant - 10-12 Weeks ARO
Qty. (3) 36" 9001A Swing Check, Flanged, Oil Cushion, AIS Compliant - 22 Weeks ARO

Your Price, FOB Shipping Point, Freight Allowed - **\$414,000.00** plus tax if applicable.

Let me know if you need anything else.

Thanks,

George Peart
Director of Sales

Gulf States Engineering Co., Inc.
7007 Channel 16 Way
Jackson, MS 39209
601-922-1364 (phone)
601-922-1774 (fax)

901-490-4842 CELL

www.gsengr.com



LONESTAR PIPE FABRICATION, INC.

211 SANSOM BLVD.
SAGINAW, TX. 76179
817-439-5575
817-439-3738 (FAX)

TO: MAX FOOTE

DATE: 8/6/2020
QUOTE # 106668M

ATTN: CLAY WALKER

PROJECT: 36" AIS DOMESTIC PIPE

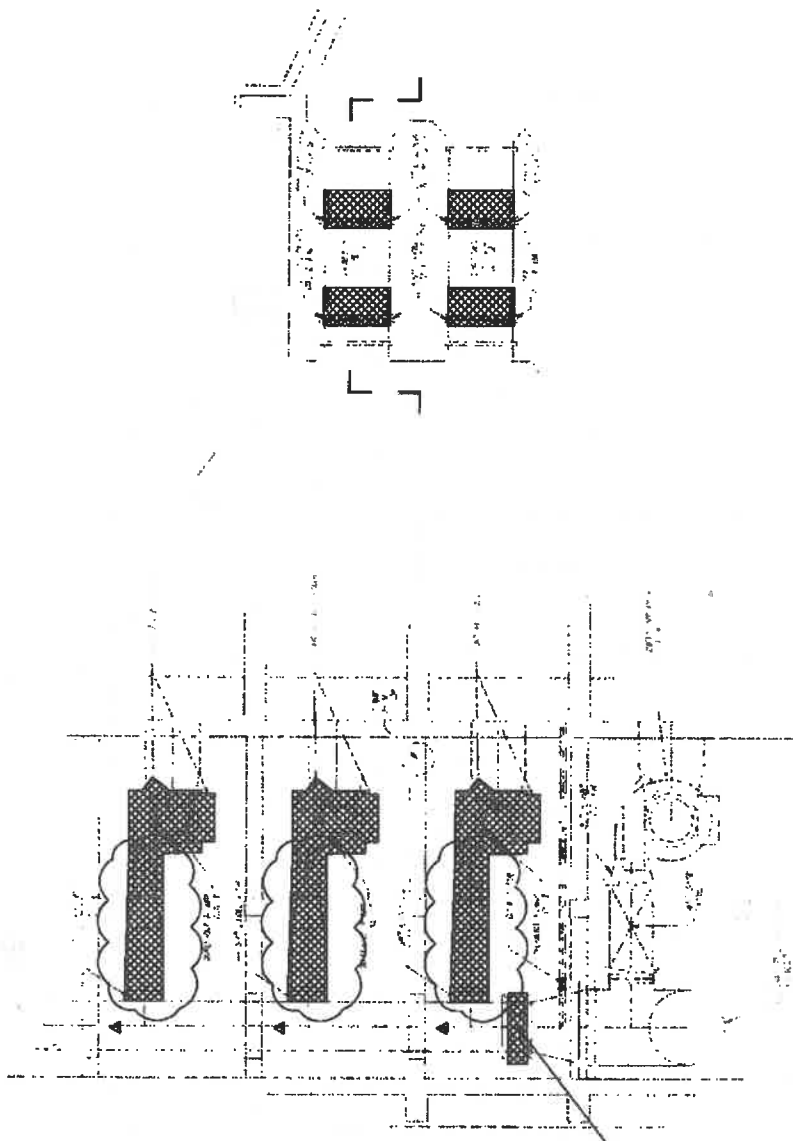
QTY	EA	DESCRIPTION	UNIT	TOTAL
3	EA	36" OD X 6'-0" FLG X PE CARBON STEEL PIPE	\$ 4,176.00	\$ 12,528.00
		PIPE: ROLLED FROM ASTM A36 .375" CARBON STEEL PLATE		
		FLGS: AWWA C207 CLASS D PLATE FLGS CARBON STEEL		
		ALL MATERIALS CARBON STEEL		
		ALL MATERIALS AIS DOMESTIC (SUBJECT TO AVAIL)		
		LINING: BARE		
		COATING: BARE		
		ALL 3 HAVE TO BE ORDERED AND RELEASED AT THE SAME TIME. ANY CHANGES WILL		
		CHANGE ALL UNIT PRICING.		
		FABRICATED MATERIALS ARE A SPECIAL BUILD; AND ALL MATERIALS BEING QUOTED		
		ARE NON-CANCELLABLE AND NON-RETURNABLE		
			TOTAL	\$ 12,528.00

FREIGHT: NOT INCLUDED

PRICES ARE GOOD FOR: 30 DAYS

DUE TO RAW MATERIAL AND TARIFF VOLATILITY, PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THANK YOU
STEVE M



INDICATES EXISTING EQUIPMENT TO BE REMOVED AND DISPOSED OF.

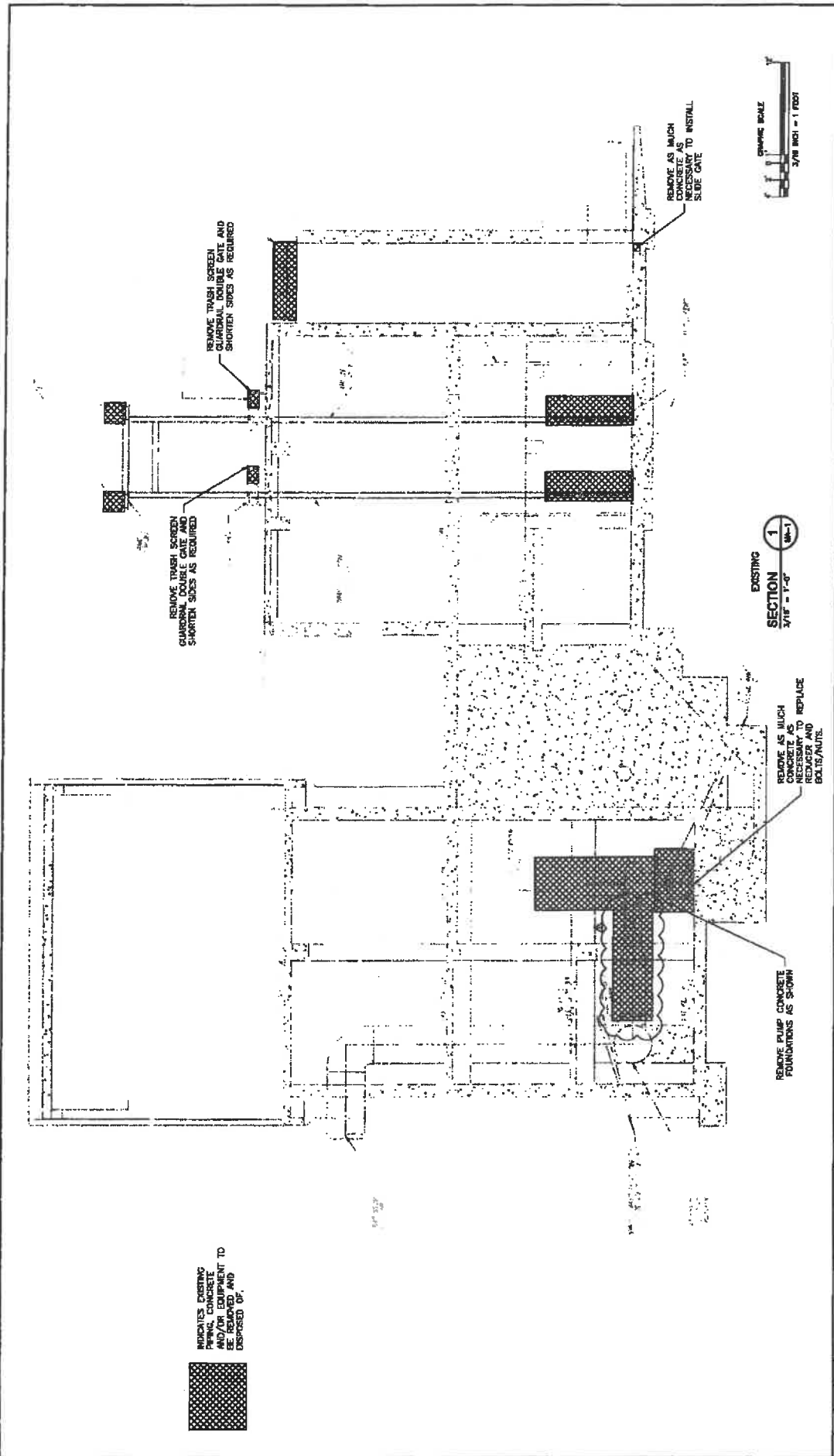
INDICATES EXISTING EQUIPMENT TO BE REMOVED AND REPLACED.

GRAPHIC SCALE
3/16" = 1' 0"

DEMOLITION PLAN
3/16" = 1' 0"

NOTES:
1. CONTRACTOR MAY USE EXISTING HOSE SYSTEM FOR REMOVAL AND INSTALLATION OF PUMPS AND VALVES.
2. VALVES AROUND PUMPS NOT SHOWN FOR CLARITY.

 NEEL-SCHAFFER Professional Engineers and Surveyors A Corporation		 CITY OF JACKSON, MISSISSIPPI WASTEWATER UTILITIES DEPARTMENT SAVANNAH WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS	SHEET NO. MA-1																
PROJECT NO. 14-1774-00 FILE NAME: MA-1.DWG DRAWN BY: [Blank] CHECKED BY: [Blank] DATE: [Blank]	DATE: [Blank] TIME: [Blank]	NOTES TO DRAWING JURISDICTION: THIS DRAWING IS THE PROPERTY OF NEEL-SCHAFFER AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF NEEL-SCHAFFER. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. NEEL-SCHAFFER, INC. 14000 N. 10TH AVENUE, SUITE 100, DENVER, CO 80231	REVISIONS: <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	DESCRIPTION												
NO.	DATE	BY	DESCRIPTION																



PART NO. MA-2

INFLUENT PUMP STATION DEMOLITION SECTION

CITY OF JACKSON, MISSISSIPPI
WATERWORKS/UTILITIES DIVISION
SAVANNAH WASTEWATER
TREATMENT PLANT PHASE 1A
IMPROVEMENTS

NEEL-SCHAFFER
CONSULTING ENGINEERS

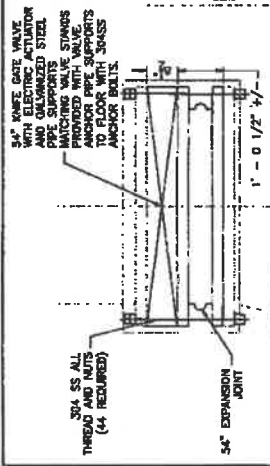
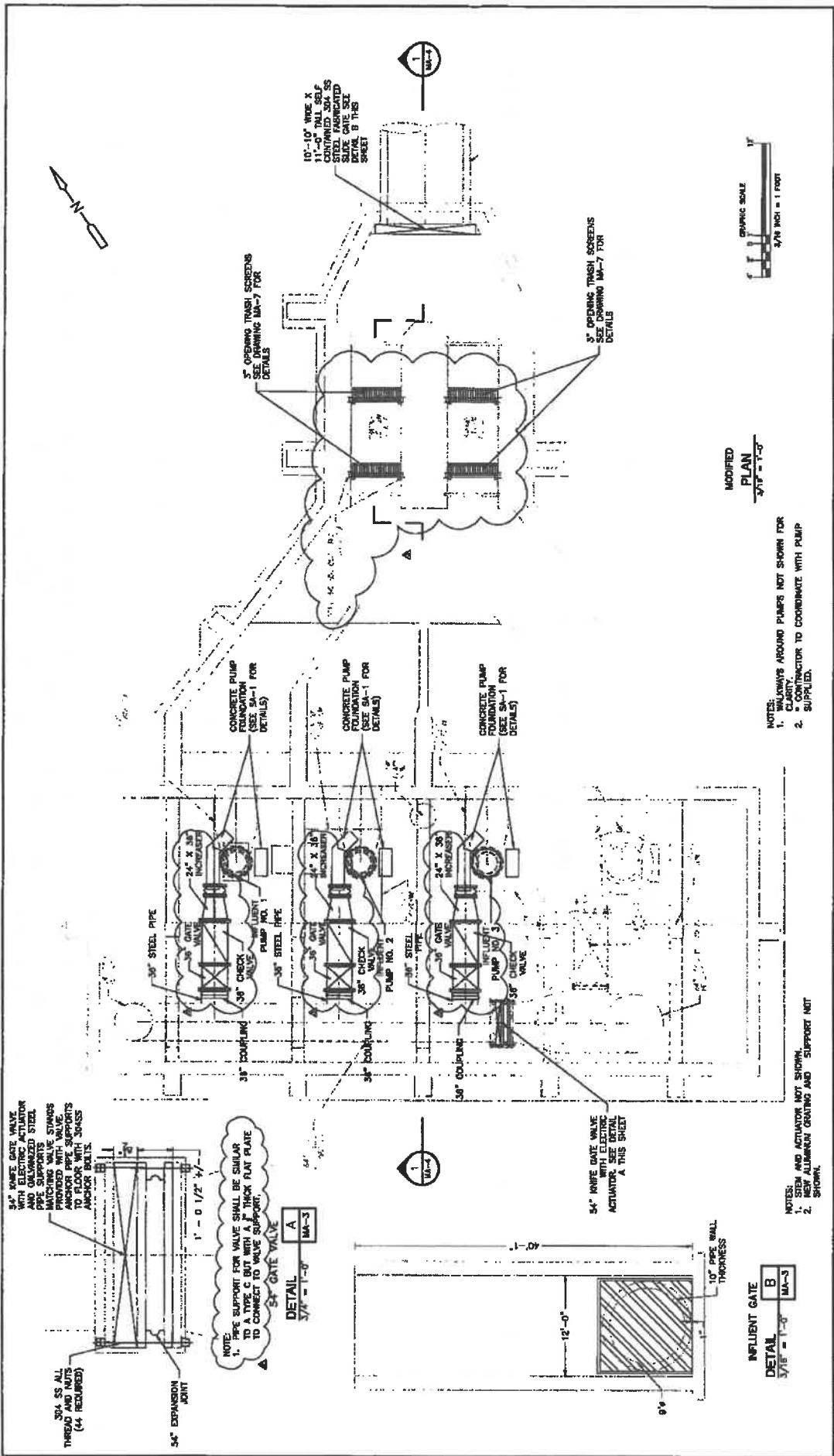
SCHAFER
INCORPORATED

PROJECT NO. 14-000000
SHEET NO. 14-0000

DESIGNED BY: []
CHECKED BY: []
DATE: []

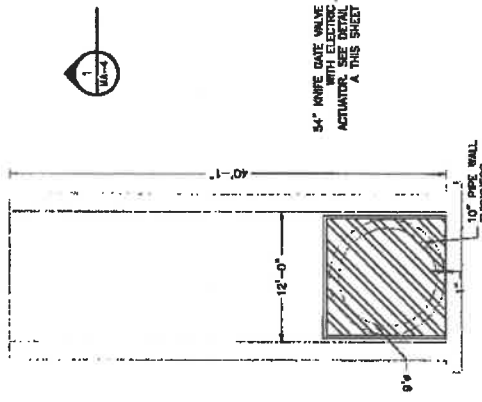
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NO.	DATE	BY	REVISION
1			AS NOTED FOR CHANGE ORDER NO. 1



NOTE: SUPPORT FOR VALVE SHALL BE SIMILAR TO A TYPE C BUT WITH A 1\"/>

DETAIL A
3/16" = 1'-0"
MA-3



INFLUENT GATE
DETAIL B
3/16" = 1'-0"
MA-3

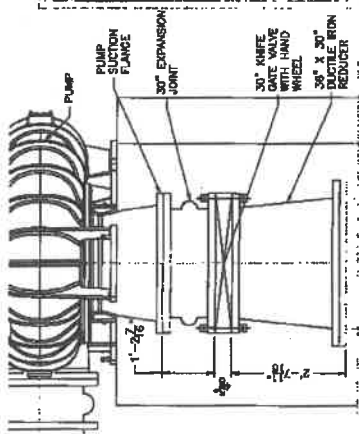
MODIFIED PLAN
3/16" = 1'-0"



- NOTES:
1. WALKWAYS AROUND PUMPS NOT SHOWN FOR CLARITY.
 2. CONTRACTOR TO COORDINATE WITH PUMP SUPPLIER.

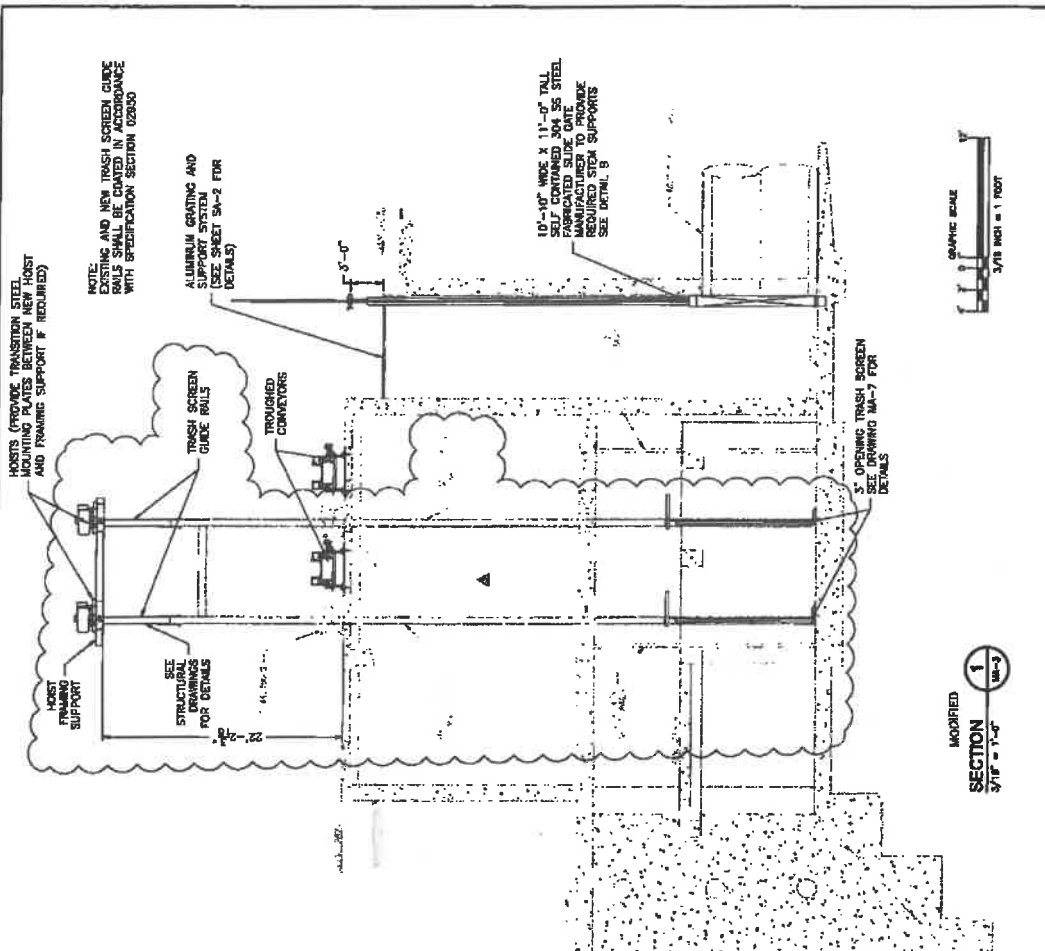
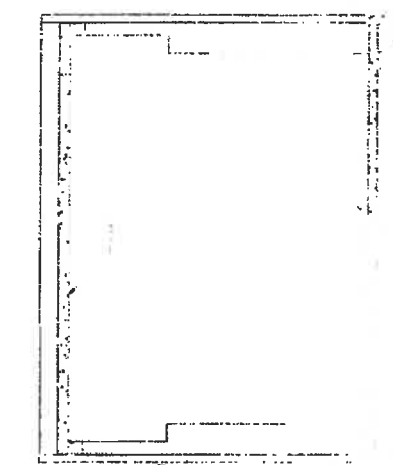
- NOTES:
1. SEE PUMP FOUNDATION AND SUPPORT NOT SHOWN.
 2. SEE VALVE AND ACTUATOR NOT SHOWN.

PROJECT NO. 15-177-000		SHEET NO. MA-3	
DATE 08/11/15		DRAWN BY J. SCHAFER	
CHECKED BY J. SCHAFER		APPROVED BY J. SCHAFER	
PROJECT NAME SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS		CITY OF SAVANNAH, GEORGIA WASTEWATER UTILITIES DIVISION	
DESIGNED BY J. SCHAFER		DRAWING NO. MA-3	
CHECKED BY J. SCHAFER		DATE 08/11/15	
APPROVED BY J. SCHAFER		SCALE 3/16" = 1'-0"	
PROJECT LOCATION SAVANNAH, GEORGIA		DRAWING TITLE INFLUENT PUMP STATION MODIFIED PLAN	
PROJECT DESCRIPTION SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS		DRAWING NO. MA-3	
PROJECT OWNER CITY OF SAVANNAH, GEORGIA		DRAWING DATE 08/11/15	
PROJECT LOCATION SAVANNAH, GEORGIA		DRAWING SCALE 3/16" = 1'-0"	
PROJECT NO. 15-177-000		SHEET NO. MA-3	
DATE 08/11/15		DRAWN BY J. SCHAFER	
CHECKED BY J. SCHAFER		APPROVED BY J. SCHAFER	
PROJECT NAME SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS		CITY OF SAVANNAH, GEORGIA WASTEWATER UTILITIES DIVISION	
DESIGNED BY J. SCHAFER		DRAWING NO. MA-3	
CHECKED BY J. SCHAFER		DATE 08/11/15	
APPROVED BY J. SCHAFER		SCALE 3/16" = 1'-0"	
PROJECT LOCATION SAVANNAH, GEORGIA		DRAWING TITLE INFLUENT PUMP STATION MODIFIED PLAN	
PROJECT DESCRIPTION SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS		DRAWING NO. MA-3	
PROJECT OWNER CITY OF SAVANNAH, GEORGIA		DRAWING DATE 08/11/15	
PROJECT LOCATION SAVANNAH, GEORGIA		DRAWING SCALE 3/16" = 1'-0"	



PUMP SUCTION VALVE REPLACEMENT
DETAIL
3/4" = 1'-0"
A
MA-4

* CONTRACTOR TO
COMPLY WITH PUMP
SUPPLIER



		CITY OF JACKSON, MISSISSIPPI WASTEWATER UTILITIES DIVISION		SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS		INFLUENT PUMP STATION MODIFIED SECTION		MA-4	
		NEEL-SCHAFFER ENGINEERS, ARCHITECTS & PLANNERS 1125 UNIVERSITY BLVD., SUITE 200 JACKSON, MISSISSIPPI 39201				SOL STRUCTURAL OFFICE, L.L.C. 1125 UNIVERSITY BLVD., SUITE 200 JACKSON, MISSISSIPPI 39201		SHEET NO. MA-4	
PROJECT NO. 111078-000 FILE NAME 111078-000	DRAWN BY CHECKED BY DATE APPR. BY	REVISION NO. 1 REVISION DATE 11/11/11 REVISION DESCRIPTION	REVISION NO. 2 REVISION DATE 11/11/11 REVISION DESCRIPTION	REVISION NO. 3 REVISION DATE 11/11/11 REVISION DESCRIPTION	REVISION NO. 4 REVISION DATE 11/11/11 REVISION DESCRIPTION	REVISION NO. 5 REVISION DATE 11/11/11 REVISION DESCRIPTION	REVISION NO. 6 REVISION DATE 11/11/11 REVISION DESCRIPTION	REVISION NO. 7 REVISION DATE 11/11/11 REVISION DESCRIPTION	REVISION NO. 8 REVISION DATE 11/11/11 REVISION DESCRIPTION
NOTES: TO DRAWING HOLDER THIS DRAWING IS THE PROPERTY OF NEEL-SCHAFFER ENGINEERS, ARCHITECTS & PLANNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NEEL-SCHAFFER ENGINEERS, ARCHITECTS & PLANNERS. THE DRAWING SHALL BE AS THE PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES, AGENCIES, LOCAL AND STATE, BEFORE CONSTRUCTION. A CONTRACTOR'S FEES ARISING OUT OF OR IN CONNECTION WITH THIS PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.									



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

August 26, 2020

Neel-Schaffer, Inc.
125 S. Congress St, Suite 110
Jackson, MS, 39201

Attn: Mr. Phillip Gibson, P. E.

Re: Savannah Waste Water Treatment Plant Phase 1A Improvements
Change Order Proposal #5

Dear Phillip,

Please see below lump sum pricing for the labor, equipment, and materials revise the metal framing plan per the revised and attached SA-2. MFCC requests zero (0) additional contract days for the proposed work.

Cost Breakdown

1. Construction Metals Price for Revision	\$3,200.00
2. Additional Stairs Per MA-5 - 4 CY	<u>\$2,000.00</u>
3. Subtotal	\$5,200.00
4. OH&P	\$ 780.00
5. Bond & Ins. 2%	\$ 120.00
6. Taxes 3.5% of Total	<u>\$ 215.00</u>
Total	\$ 6,315.00

Please advise if you require additional information or have any questions.

Sincerely,

MAX FOOTE CONSTRUCTION CO. LLC.

Clayton P Walker Jr.
Project Manager

CC: 316-File

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8589
FAX (985) 624-8580

P. O. Box 18
Brandon, Mississippi 39043-0018



(601) 999-2566
Fax: (601) 999-2066

August 19, 2020

Max Foote Construction Co ,LLC
Clay Walker

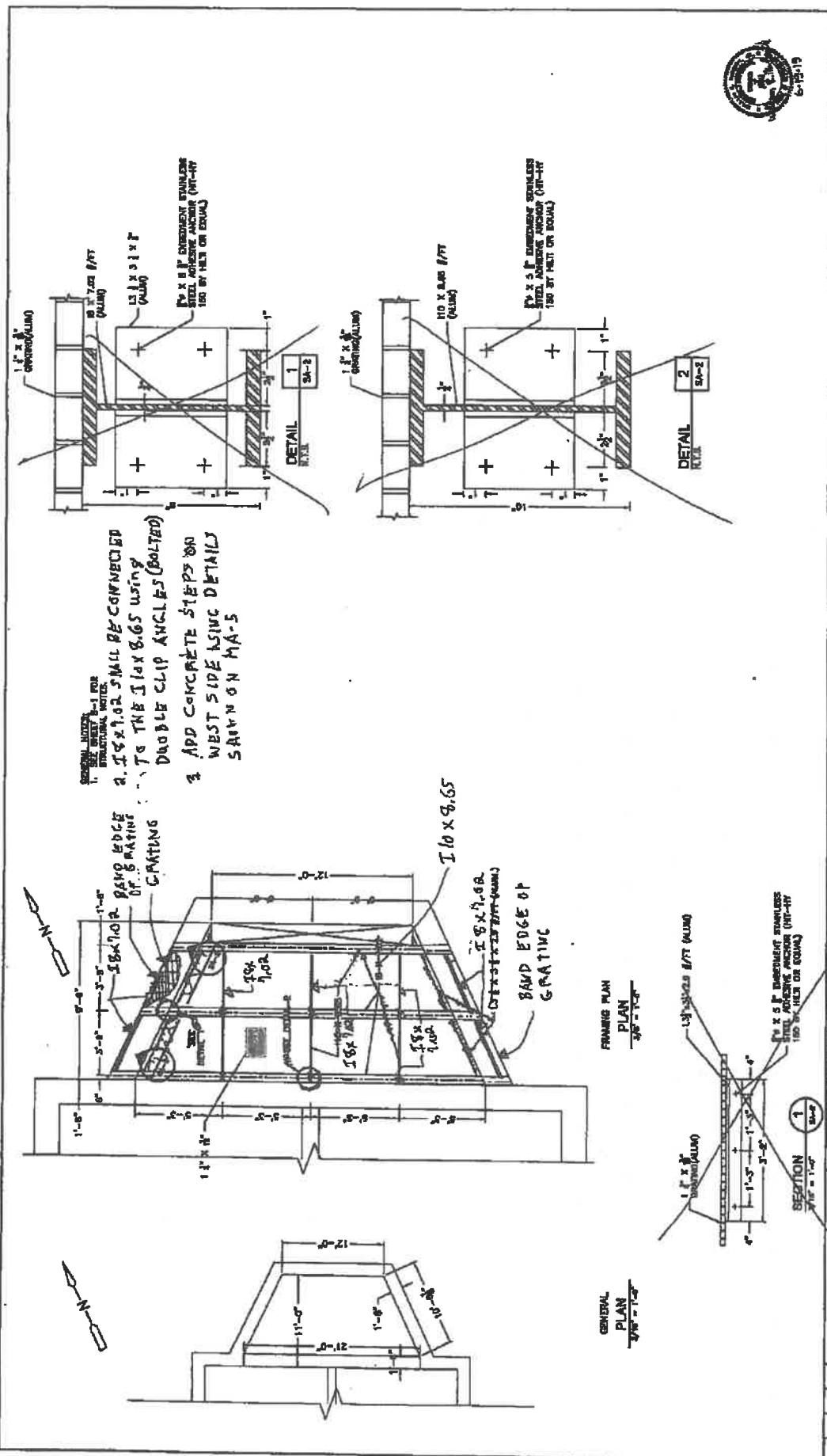
RE: Savanna St WWTP Jackson, MS

Revised Plan -- Influent Pump Station (beams and grating)

New beam framing , revise drawings , etc

Change order add ----- \$ 3,200.00

D.G. Ramsey, President



1. ADD CONCRETE STEPS ON WEST SIDE USING DETAILS SHOWN ON MA-5
 2. I 8 X 9.65 SHALL BE CONNECTED TO THE I 10 X 9.65 USING DOUBLE CLIP ANGLES (BOLTED)



CITY OF SAVANNAH
 DEPARTMENT OF UTILITIES DIVISION
SAVANNAH WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS

INFLUENT PUMP STATION GRATING SUPPORT STRUCTURE

SHEET NO. SA-2
 DATE: 6-18-19

NEEL-SCHAFFER
 ARCHITECTURE, ENGINEERING & PLANNING, INC.
 1000 W. BROAD ST., SUITE 200, SAVANNAH, GA 31401
 TEL: 912.233.1100 FAX: 912.233.1101

NO.	DATE	BY	CHKD	REVISIONS

NOTICE TO CONTRACTOR:
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

September 3, 2020

Neel-Schaffer, Inc.
125 S. Congress St, Suite 110
Jackson, MS, 39201

Attn: Mr. Phillip Gibson, P. E.

Re: Savanna Waste Water Treatment Plant Phase 1A Improvements
Change Order Proposal #7

Dear Phillip,

Please see the below estimated pricing for the labor, equipment, and materials to provide and install extended motor mounts for the new blower motors to connect to the existing blowers. The below price per each mount is being provided as an estimated price with the understanding that the final price will be determined based on the final design of the mounts. MFCC requests zero (0) additional contract days for the proposed work.

Material	\$18,000.00
Labor	\$700.00
Subcontract	0.00
OH&P, Bond, Ins	\$4,010.00
Estimated Total	\$22,710.00

Please advise if you require additional information or have any questions.

Sincerely,

MAX FOOTE CONSTRUCTION CO. LLC.

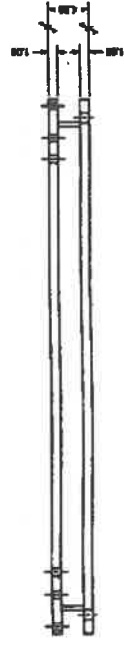
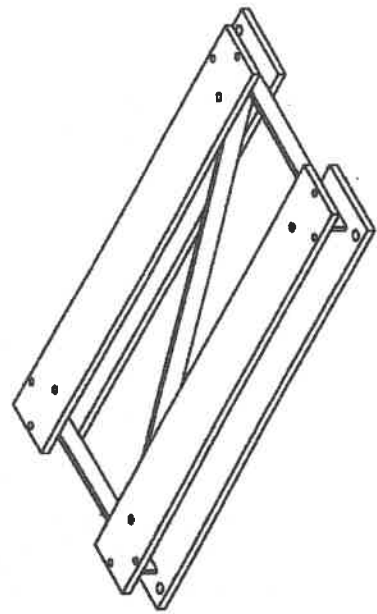
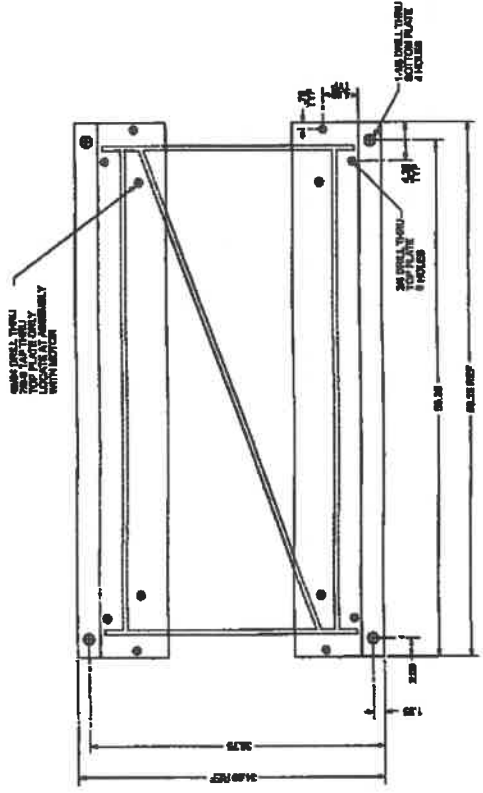
Clayton P Walker Jr.
Project Manager

CC: 316-File

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8569
FAX (985) 624-8580

REV.	DATE	BY	CHKD.
PART NAME			
MOTOR ADAPTER - JACKSON			
PART NO.			
REV. NO.			

TYPICAL DESIGN OF MOTOR ADAPTER



Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY
11/18/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND MAX FOOTE CONSTRUCTION, LLC FOR THE SAVANNA STREET WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



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

11/18/20
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #3 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 2)

OFFICE OF THE
CITY CLERK
11/24/20

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

WHEREAS, the City, the Contractor, and the Canadian National Railroad has determined that a section of replacement sewer line on Brown Street by the new railroad line will require additional encasement to meet railroad specifications, and the proposed cost of the additional work is \$55,990.53; and

WHEREAS, the City, the Mississippi Department of Transportation, and the Federal Highway Administration has reviewed the proposed request and determined it to be reasonable; and

WHEREAS, the Federal Highway Administration has agreed to allow the use of federal transportation funds to cover approximately 40% of the proposed cost associated with the supplemental agreement; and

WHEREAS, the Public Works Department recommends that supplemental agreement #3 be approved.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute Supplemental Agreement #3 to the contract with T.L. Wallace Construction, Inc. for the construction of the West County Line Road TIGER Project, Federal Aid Project Number STP-0250-00(047)LPA/107200, City Project Number 16B4002, increasing the contract by \$55,990.53 to a new contract amount of \$16,578,446.70.

Agenda Item # 37
Agenda Date: November 24, 2020

ITEM _____
AGENDA _____
BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 12, 2020
 DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a supplemental agreement #3 to the contract with T.L. Wallace Construction, Inc. for the West County Line Road TIGER Project																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life																																													
3.	Who will be affected	Motorists and Pedestrians in the Tougaloo area																																													
4.	Benefits	Construction on the West County Line Rd TIGER project																																													
5.	Schedule (beginning date)	Upon concurrence of MDOT																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	West County Line Rd at the Canadian National Railroad (Ward 2)																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City of Jackson, Department of Public Works, Engineering Division																																													
8.	COST	(10) Increase cost of \$55,990.53 New Contract Amount: \$16,578,446.70 Change in contract time from January 2, 2020 to March 2, 2021.																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	FHWA Earmark City Funds 173-45190 6485																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Charles Williams, P.E., Ph.D.
Director
Date: November 12, 2020
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute Supplemental Agreement #3 contract with T.L. Wallace Construction, Inc. for the West County Line Road TIGER Project related to additional work required for the Brown Street sewer near the CN Railroad.

The CN railroad determined that additional encasement was necessary for the City sewer crossing the new railroad next to Brown Street. The proposed cost for the additional encasement is \$55,990.53 with federal funds covering approximately 40% of the proposed supplemental agreement.

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

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1796

OFFICE OF THE CITY ATTORNEY
11/18/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #3 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(47)LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



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



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100, CITY PROJECT NUMBER 16B4002 (WARD 2)

OFFICE OF THE CITY ATTORNEY
11/24/20
16B4002

WHEREAS, the City of Jackson entered into a construction engineering and inspection contract with Neel-Schaffer, Inc. for the West County Line Road TIGER Project; and

WHEREAS, due to the extension of contract time, Neel-Schaffer, Inc. will have to perform additional services on the project, and has provided a cost estimate of \$300,000.00 to provide construction engineering and inspection services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute supplemental agreement #1 to the construction engineering and inspection services contract with Neel-Schaffer, Inc. for the West County Line Road TIGER Project, Federal Aid Project No. STP-0250-00(047)LPA/107100, City Project No. 16B4002, for an amount not to exceed \$300,000.00.

Agenda Item # 38
Agenda Date: November 24, 2020

Item#: _____

Agenda: _____

By: Williams, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 12, 2020

DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute SA#1 to the CE&I services contract with Neel-Schaffer for the West County Line Road TIGER Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	Who will be affected	Residents, businesses, railroads, and motorists in the Tougaloo area
4.	Benefits	Provide engineering services for the TIGER Project
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	West County Line Road at the CN Railroad (Ward 2).
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	(40) Increase by \$300,000.00 New contract amount \$2,362,233.10 173-45190-6485
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	City Funds
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 Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams, P.E., Ph.D.
Director

Date: November 12, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the construction engineering and inspection services contract with Neel-Schaffer, Inc. for the West County Line Road TIGER Project.

As part of the West County Line Road TIGER Project, the City entered into a CE&I contract with Neel-Schaffer, Inc. to perform on-site project management and engineering services for the TIGER project. Due to the extension of the project contract time, Neel-Schaffer's contract will have to be extended to provide additional on-site services. Based on the new contract time, Neel-Schaffer has provided an estimate of \$300,000.00 for the additional CE&I services.

It is my recommendation that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1736



OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(47)LPA/107100, CITY PROJECT NUMBER 16B4002 (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



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

11/18/24

DATE

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107200, CITY PROJECT NUMBER 16B4001 (WARDS 1, 3, & 7)

WHEREAS, the City of Jackson executed a contract with Neel-Schaffer, Inc. for \$2,328,233.10 to provide construction engineering and inspection services State Street TIGER Project; and

WHEREAS, due to the project exceeding the contractual time, additional cost will be incurred by Neel-Schaffer, Inc. to provide additional CE&I services on the project ; and

WHEREAS, Neel-Schaffer, Inc. has provided a cost estimate of \$100,000.00 to provide construction engineering and inspection services for the remainder of the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute supplemental agreement #1 to the construction engineering and inspection services contract with Neel-Schaffer, Inc. for the State Street TIGER Project, Federal Aid Project No. STP-0250-00(047)LPA/107200, City Project No. 16B4001 in an amount not to exceed \$100,000.00 .

Agenda Item # 39
Agenda Date: November 24, 2020

Item#:

Agenda: _____

By: Williams, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 12, 2020

DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute SA#1 to the CE&I services contract with Neel-Schaffer for the State Street TIGER Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	Who will be affected	Residents, businesses, railroads, and motorists along State Street
4.	Benefits	Provide engineering services for a federal aid street reconstruction project
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	State Street from Hartsfield St to Sheppard Rd (Wards 1,3, and 7).
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Cost for SA#1: \$100,000.00 New contract amount: \$2,365,280.36
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	City Funds 173 4519D-6485
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams, P.E., Ph.D.
Director

Date: November 12, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the construction engineering and inspection services contract with Neel-Schaffer, Inc. for the State Street TIGER Project.

As part of the State Street TIGER Project, the City entered into a CE&I contract with Neel-Schaffer, Inc. to perform on-site project management and engineering services for the TIGER project. Due to the project exceeding contract time, Neel-Schaffer's contract will have to be extended to provide additional on-site services. Based on the amount of work remaining, Neel-Schaffer has provided an estimate of \$100,000.00 for the additional CE&I services.

It is my recommendation that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/18/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(47)LPA/107200, CITY PROJECT NUMBER 16B4001 (WARDS 1, 3, & 7)** is legally sufficient for placement in NOVUS Agenda.



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

11/18/20

DATE

ORDER AUTHORIZING ACCEPTANCE OF A PERMANENT EASEMENT FROM TMART MANAGEMENT, LLC FOR A JATRAN BUS SHELTER (WARD 3)

WHEREAS, TMart Management, LLC owns a certain parcel of real estate and improvements situated in Jackson, Mississippi, generally located adjacent to the western right-of-way of State Street and south of Northside Drive; and

WHEREAS, the City of Jackson desires to replace a JATRAN bench with a transit shelter but has determined there was no written easement for the prior bench; and

WHEREAS, the City desires to accept an easement for the new JATRAN shelter.

IT IS THEREFORE ORDERED that City of Jackson hereby accepts from TMart Management, LLC, for the benefit of the public, a permanent easement over and across land owned by TMart Management, LLC for the public use of a JATRAN transit shelter and that the Mayor is authorized to execute related easement agreements.

Agenda Item # 40
Agenda Date: November 24, 2020

Item#: _____

Agenda: _____

By: Williams, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 12, 2020
DATE

POINTS		COMMENTS	
1.	Brief Description	Order authorizing acceptance of a permanent easement from T Mart Management, LLC	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7	
3.	Who will be affected	JATLAN patrons on Route 1	
4.	Benefits	Accept donation of a permanent easement for a replacement JATLAN shelter	
5.	Schedule (beginning date)	After City Council approval.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	State Street (Route 1) Southbound south of Northside Drive (Ward 3)	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division	
8.	COST	No cost to the City.	
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 _____	

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams, P.E., Ph.D. 
Director, Public Works

Date: November 12, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to accept permanent easements from TMart Management, LLC for a JATRAN transit shelter.

JATRAN has had a bench or shelter in front of Triangle Mart shopping center for southbound Route 1 for many years. As part of a project to replace the bench with a shelter, it was determined that there was no prior written easement for the old bench. The order allows the mayor to accept an easement from the property owner for the shelter.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/16/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING ACCEPTANCE OF A PERMANENT EASEMENT FROM TMART MANAGEMENT, LLC FOR A JATRAN BUS SHELTER (WARD 3)** is legally sufficient for placement in NOVUS Agenda.



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

11/16/20

DATE

OFFICE OF THE CITY ATTORNEY
11-26-20

ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE MEADOW ROAD BRIDGE REPLACEMENT & ROADWAY IMPROVEMENTS PROJECT. (WARD 2)

WHEREAS, the Department of Public Works desires to have design engineering and construction inspection services to replace the Meadow Road Bridge, and resurface the roadway from Highland Drive to Hanging Moss Road, Jackson, Mississippi, Hinds County, Mississippi; and

WHEREAS, Crown Engineering, PLLC, a multi-disciplinary civil engineering firm located in Jackson, Mississippi submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Crown Engineering, PLLC, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson with design and construction engineering services at a cost not to exceed \$135,000.00 for the Meadow Road Bridge Replacement and Roadway Project; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Crown Engineering, PLLC, in the amount not to exceed \$135,000.00, for the Meadow Road Bridge Replacement and Roadway Project.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Crown Engineering, PLLC, in an amount not to exceed \$135,000.00, for the Meadow Road Bridge Replacement and Roadway Project is accepted.

ITEM # Agenda Item # 41
DATE: Agenda Date: November 24, 2020
BY: **WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 12, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE BEASLEY ROAD BRIDGE REPLACEMENT PROJECT. (WARD 2)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	Who will be affected	Residents and Businesses on Meadow Road.																																													
4.	Benefits	Bridge Infrastructure Improvements																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 2.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Engineering Design/Construction Engineering Cost not to exceed \$135,000.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	213-45190-6413																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Director/City Engineer
Public Works Department

Date: November 12, 2020



Agenda Item: Meadow Road Bridge and Roadway Replacement
Item #:
Council Meeting: Regular Council Meeting, November 24, 2020
Consultant/Contractor: Crown Engineering, PLLC
EBO Compliance Details:

Purpose: Bridge and Roadway Infrastructure

Cost: Cost \$135,000.00
Project/Contract Type: Design Engineering and Construction Inspection Services
Funding Source: Fund 213
Schedule/Time: December 2020
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached you will find an item for the City Council Agenda requesting authority to enter into a professional engineering service agreement with Crown Engineering, PLLC, for the Meadow Road Bridge Replacement and Roadway Project. The City needs design engineering and construction inspection services to replace the Meadow Road Bridge and resurface the roadway from Highland Drive to Hanging Moss Road. The removal and replacement of the bridge structure will decrease future road closures and first responder delays to residents in the area. City staff has reviewed the scope of services, and recommends Crown Engineering, PLLC, based on their firm's qualifications to perform design engineering and construction inspection services.

It is the recommendation of this office that this design engineering and construction inspection services contract be awarded to Crown Engineering, PLLC. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.



August 24, 2020

VIA EMAIL

Dr. Charles Williams, Jr., P.E., Interim Director
Department of Public Works
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205-0017

**RE: Proposed Bridge Replacement and Roadway Improvements on Meadow Road
(Between Hanging Moss Road and Highland Drive)
Jackson, MS**

Dear Dr. Williams:

Crown Engineering is pleased to present the following proposal to provide professional engineering services for the above referenced project.

Based on our site visit and review of the Hinds County Bridge Inspection Report, the current structure is a two-19 foot concrete span bridge consisting of Concrete Channel Beams (Precast Units) that sit on timber cap beams atop timber piles. It also has concrete posts and a metal guardrail on the south side and wooden posts and a metal guardrail on the north side.

The inspection report indicates the existing bridge substructure (the timber caps and piles) has a rating of 2 and is in very poor condition. This was confirmed from our site visit, along with other deficiencies, of which we have listed below:

- Areas of erosion have formed behind the Southeast and Southwest wing walls which is causing failure of the vertical wooden abutments underneath the bridge on both the west and east end.
- The existing concrete posts on the south side of the bridge, along with the metal guardrail have completely broken off of the exterior channel beam. Subsequently, this missing guardrail is insufficient to keep traffic on structure. In addition, signs of rotting were noted on several of the wooden posts on the north side of the bridge.

- On Bents #1, #2, and #3, the existing timber caps show sign of rot, specifically on the south side of the bridge. The rotting is evident on both the top and side exterior faces of the timber cap beam. Various deficiencies were also noted for the accompanying piling for these caps, including core rot in some areas and vertical splitting and separation.
- An existing 12" Water Main and 3" gas line are both attached on top of the timber caps on the south side of the bridge. The existing cap rotting can lead to these utilities being compromised and damaged if support failure occurs.

To correct these and other deficiencies, Crown Engineering proposes to provide professional engineering services for the replacement of the existing bridge. This work will consist of providing Design Phase and Construction Administration Services for a new precast multi-span bridge, which will include surveying and geotechnical work and any utility coordination as required. Design will also include hydraulic analysis, preparing bridge layout drawings, and the preparation of technical specifications. Construction Administration work will include periodic meetings with the Contractor, providing residential inspection, coordinating utility relocations, checking and approving shop drawings, reviewing the Contractor's application for payment, and other duties as required for a successful project completion.

Along with the new bridge work, design work will be done for the resurfacing of Meadow Road from Hanging Moss Road to Highland Drive. This will include milling on the outer portions of the existing 2-lane road, base repairs in required areas, a 2" asphalt overlay of the existing roadway and roadway striping.

Based on these proposed improvements, we can provide Professional Services for a total fee as follows:

Design Fee:	\$75,000.00
<u>CE&I Fee:</u>	<u>\$60,000.00</u>
Total:	\$135,000.00

Because of the City desire to reopen this roadway and bridge to the traveling public as soon as possible, we can begin work immediately following a written notice to proceed from your office and can complete the design in a period of 60 calendar days.

Again, we appreciate the opportunity to submit our proposal and look forward to working with you and the City of Jackson to achieve a successful and timely completion of this project!

Sincerely



Calvin Dean, P.E., CFM, Principal

November 9, 2020

Via Email

Ms. Yika Hoover, EBO Officer
Equal Business Opportunity Office
200 South President Street Ste. 223
P.O. Box 17
Jackson, MS 39205-0017

**RE: Waiver Request for EBO Plan – Meadow Road Bridge Replacement and Roadway Improvements
(Between Hanging Moss Road and Highland Drive)**

Dear Ms Hoover:

Our firm is a small minority-owned firm certified with the City of Jackson. We will be performing 98.00% of the professional services for the above referenced project. We will be utilizing the services of River Science, LLC (a FBE Business) for 2.00% of the design work. Due to the specific nature of work required for this project, we respectfully request a waiver on meeting the remaining participation goals on this project.

Should you have any questions, please do not hesitate to give me a call.

Sincerely,



Calvin Dean, P.E., CFM, Principal

CITY OF JACKSON, MISSISSIPPI

**Chokwe Antar Lumumba
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN**

**Department of Planning and Development
Division of Equal Business Opportunity**

**200 South President Street
Jackson, Mississippi 39205-0017
(601) 960-1856**

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed and signed* Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS**

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.
- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson's Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women

business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.

(f) standard industry practices.

(iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and

- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015 – 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (See *EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN

I. **Company Name:** Crown Engineering, PLLC
Address: 5269 Keele Street, Suite C
City: Jackson **State:** MS **ZIP Code:** 39206
Telephone: (601) 713-4346
E-mail: cdean@crowngeng.net

II. **Bid Name and Number:** Meadow Road Bridge Replacement and Roadway Improvements
(Between Hanging Moss Road and Highland Drive)

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** ***(SEE ATTACHMENTS)***
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(I) of the EBO Executive Order No. 2014-3

IV. **Total Bid Amount:** \$ \$135,000.00

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

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

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

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

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

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

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

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		98.00%			2.00%
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3

VIII. CERTIFICATION

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



Authorized Signature and Title

November 8, 2020

Date

PRINT "AUTHORIZED" NAME HERE: Calvin Dean

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

Company Name: Crown Engineering, PLLC Type Trade/Business: Engineering Firm

Address: 5269 Keele Street, Suite C

City, State, ZIP: Jackson, MS 39206

Contact Person: Calvin Dean, P.E., CFM

Telephone Number: 601-713-4346

Type Minority Business (MBE/FBE):

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

Type Minority Business (MBE/FBE) Involvement:

Prime Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Professional Services

Scope of Work to be Performed: Perform bridge & roadway design, prepare const. drawings and provide and construction inspection

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 132,300.00

Percentage of MBE and/or FBE Participation: 98.00 %

Company Name: River Science, LLC Type Trade/Business: Engineering Firm

Address: P.O. Box 32

City, State, ZIP: Kosciusko, MS 39090-0032

Contact Person: Jill S. Butler, P.E., CFM

Telephone Number: 601-613-5262

Type Minority Business (MBE/FBE):

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

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Professional Services

Scope of Work to be Performed: Provide QA/QC of construction documents & Hydraulic Design Review

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 2,700.00

Percentage of MBE and/or FBE Participation: 2.00 %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

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

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

E B O Determination

Meadow Road Bridge Replacement & Roadway Improvements

Bidder: [Crown Engineering PLLC](#)
Status: [COMPLIANT](#)

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	2.00 %
<i>AABE</i>	*0.00 %
<i>NABE</i>	0.00 %
<i>HBE</i>	0.00 %
<i>ABE</i>	*0.00 %

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
11/18/20

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC FOR THE MEADOW ROAD BRIDGE REPLACEMENT & ROADWAY IMPROVEMENTS PROJECT (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



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

11/18/20

DATE

ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE STATE STREET FRONTAGE ROAD BRIDGE OVER TOWN CREEK PROJECT (WARD 7)

WHEREAS, the Department of Public Works desires to have professional engineering services to evaluate the State Street Frontage Road Bridge over Town Creek Project, Jackson, Mississippi, Hinds County, Mississippi; and

WHEREAS, Stantec Consulting Services, Inc, a multi-disciplinary civil engineering firm located in Jackson, Mississippi submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Stantec Consulting Services, Inc, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson with professional engineering design services at a cost not to exceed \$88,290.00 for the State Street Frontage Road Bridge over Town Creek Project; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Stantec Consulting Services, Inc., in the amount not to exceed \$88,290.00, for the State Street Frontage Road Bridge over Town Creek Project.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Stantec Consulting, Inc., in an amount not to exceed \$88,290.00, for the State Street Frontage Road Bridge over Town Creek Project is accepted.

ITEM #

Agenda Item # 42

DATE:

Agenda Date: November 24, 2020

BY:

WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 12, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE STATE STREET FRONTAGE ROAD BRIDGE OVER TOWN CREEK PROJECT (WARD 7)																																													
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 5, 6 and 7.																																													
3.	Who will be affected	Residents and Businesses on State Street Frontage Road																																													
4.	Benefits	Bridge Infrastructure Improvements																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 7.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Professional Engineering Cost not to exceed \$88,290.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	213-45190-6413																																													
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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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor
From: Charles Williams Jr., PE, PhD, Director/City Engineer
Public Works Department
Date: November 12, 2020



Agenda Item: State Street Frontage Road Bridge over Town Creek Project
Item #:
Council Meeting: Regular Council Meeting, November 24, 2020
Consultant/Contractor: Stantec Consulting Services, Inc.
EBO Compliance Details:

Purpose: Bridge Infrastructure

Cost: Cost \$88,290.00
Project/Contract Type: Professional Engineering Services
Funding Source: Fund 213
Schedule/Time: December 2020
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached you will find an item for the City Council Agenda requesting authority to enter into a professional engineering service agreement with Stantec Consulting Services, Inc., for the State Street Frontage Road Bridge over Town Creek Project. The City needs professional engineering services to evaluate the South State Street Frontage Road over Town Creek Project. City staff has reviewed the scope of services and recommends Stantec Street Frontage Road Bridge over Town Creek Project, PLLC, based on their firm's qualifications to perform professional engineering services.

It is the recommendation of this office that professional engineering services contract be awarded to Stantec Consulting Services, Inc. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

**AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
STANTEC CONSULTING SERVICES INC.
FOR THE CITY OF JACKSON, MISSISSIPPI
STATE ST. FRONTAGE RD. BRIDGE OVER TOWN CREEK STUDY**

THIS AGREEMENT made this ____ day of _____, 20____ by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, which may be notified under this Agreement through its Mayor at City Hall, 200 South President Street, Jackson, Mississippi 39201 or by mail at Post Office Box 17, Jackson, Mississippi 39205-0017, and hereinafter called OWNER, and Stantec Consulting Services Inc. having its principal place of business at 200 North Congress St., Suite 600, Jackson, MS 39201 and mailing address of 200 North Congress St., Suite 600, Jackson, MS 39201 hereinafter called the ENGINEER.

WHEREAS, the OWNER desires to have design engineering services for the analysis of the existing State Street Frontage Road Bridge over Town Creek;

WHEREAS, the OWNER has decided to retain professional engineering and technical services for the analysis phase of the PROJECT;

WHEREAS, the ENGINEER is willing to render such professional engineering services for the consideration and upon the terms hereinafter stated;

WHEREAS, the subconsultants for the PROJECT will be Crown Engineering, Inc. and Burns Cooley Dennis, Inc., this is acceptable to the OWNER, and other subconsultants may be added that are acceptable to the OWNER;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 – FACILITIES TO BE CONSTRUCTED

The services to be provided under this Agreement consist of providing professional engineering and technical services for the PROJECT described herein. The following exhibits are attached to and made part of this Agreement:

- (1) Exhibit A: "Scope of Work." {this can simply be a brief description of the work; Exhibit B has the details}
- (2) Exhibit B: "Scope of Engineering Services."
- (3) Exhibit C: "Compensation for Professional Services."
- (4) Exhibit D: "Schedule of Work."

- F. Acquire property for both permanent right of way and temporary construction easements, based on requirements as determined by the **ENGINEER** and approved by the **OWNER**.
- G. Designate in writing a person to act as the **OWNER'S** representative with respect to the Services to be rendered under this Agreement.
- H. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of the developments that affect the scope or timing of the **ENGINEER'S** services.

SECTION 5 –TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the **ENGINEER'S** services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the design phase as outlined in Exhibits A and B.
- B. If the **OWNER** requests, in writing, modifications or changes in the scope of work, or if the initiation of work or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the **ENGINEER**, the **ENGINEER'S** period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon, provided any delay occasioned by the **OWNER** exceeds six (6) months.
- C. If the **ENGINEER** fails to perform the work with such diligence as will ensure completion within the time specified in Exhibit D, this Agreement may be terminated by the **OWNER** for cause in accordance with Section 7.

SECTION 6- INSURANCE

In carrying out the work herein proposed, the **ENGINEER** will maintain, at a minimum, the following insurance coverage:

- 1) Commercial general liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 2) Automobile liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 3) Workers' Compensation insurance in the statutorily required amount.
- 4) Professional liability insurance in an amount not less than **\$1,000,000.00**. This liability insurance shall remain in force from the contract date until the completion of the one year construction warranty period.

ENGINEER shall provide a certificate of insurance evidencing the above insurance coverage before commencement of work, but this action will not relieve **ENGINEER** of its obligation to obtain such insurance. Upon **OWNER'S** request, **ENGINEER** shall provide copies of such

Agreement within the required completion times referenced in Section 5 above. Such personnel shall not be employees of, nor have any contractual relationship with, the OWNER. All personnel assigned to work shall be fully qualified. The ENGINEER shall, upon request, provide to the OWNER résumés of all key personnel assigned to the work to be performed under this Agreement.

- B. All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER. The ENGINEER shall comply with the requirements of the City of Jackson Equal Opportunity (EBO) Ordinance.
- C. The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

SECTION 9 – AUTHORIZED REPRESENTATIVE OF THE ENGINEER

John McKee, PE, Senior Principal is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this agreement.

SECTION 10—OWNERSHIP OF INSTRUMENTS OF SERVICE

OWNER acknowledges the ENGINEER's documents as instruments of professional engineering services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the ENGINEER under this Agreement. The OWNER shall not reuse or make any modification to the plans and specifications without the prior written notification to the ENGINEER.

SECTION 11—RESPONSIBILITIES FOR CLAIMS AND LIABILITY

ENGINEER will indemnify and save harmless the OWNER, its officers, and employees from negligent acts, errors, or omissions of the ENGINEER, its employees, agents, or servants, that results in the personal injury, damage to property, or death of any party or third party. In the event of joint or concurrent negligence of ENGINEER and OWNER, each party shall bear the portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) that caused the personal injury, property damage, or death.

SECTION 12—THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a claim in favor of a third party against either the OWNER or the ENGINEER. ENGINEER's services under this agreement are being performed solely for the OWNER's benefit and no other entity shall have

- c. Dissemination of the **ENGINEER's** EBO policy externally by informing and discussing it with all management and technical assistance sources, by advertising in news media, and by notifying and discussing it with all subcontractors and suppliers.
 - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE **ENGINEER** organizations, MBE and FBE assistance organizations.
 - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
 - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
 - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
 - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
- B. The **ENGINEER** further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the **ENGINEER** is in compliance;
 - b. Withholding of all future payments under the involved project until it is determined that the **ENGINEER** is in compliance.
 - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the **ENGINEER** demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
 - d. Cancellation of the eligible project.

SECTION 18 - CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

- A. **ENGINEER** acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil

the OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

SECTION 20—SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself, partners, successors, administrators, and assigns to this Agreement, and to the partners, successors, administrators, and assigns of each other party in respect of all of the covenants of this Agreement.

SECTION 21—NOTICES

All notices, requests, demands, or other communications required by this Agreement or desired to be given or made by either of the parties to the other shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth above in this Agreement. The parties may designate such other address at which they wish to receive notice by designating the new address in a notice given in the manner provided in this section.

SECTION 22—FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement as a result of inability to perform caused by one or more of the previously listed occurrences.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the Section.

SECTION 23—SEVERABILITY

If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by decision of any court of competent jurisdiction, which determination is not appealable or is not appealed, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

SECTION 24—FURTHER ASSURANCES

The parties to this Agreement covenant and agree that each shall, upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed all such further and other lawful

Exhibit A — Scope of Work

Prepare a plan to rehabilitate the existing bridge on the State Street Frontage Road over Town Creek. A hydraulic study will be performed along with a study to determine the structural capacity of the existing bridge. The site will be surveyed to complete the hydraulic study as well as to establish an acceptable bridge profile. A geotechnical study will be performed to determine the most appropriate rehabilitation method.

embankment issues.

- Provide bridge hydraulic analysis to determine hydraulic bridge capacity and area of bridge opening needed. Determine if bridge should be lengthened by adding spans and also what future scour predictions will be for existing piling. Determine mitigation for damaged concrete slope protection and channel scour.
- Provide geotechnical analysis for slope stability due to slope failures and provide mitigation solutions. This shall include the following:
 - o Site visit
 - o Soil borings – minimum of 4, two deep at abutments and two shallower hand augers on lower bank
 - o Laboratory testing – strength, classification, gradation
 - o Estimate of pile capacity for existing piles (assuming we learn the tip elevations)
 - o Slope stability analysis for existing conditions
 - o Preliminary evaluation of slope stabilization measures
 - o Report
- Research bridge standard details for superstructure and substructure and any bridge plans, bridge pile embedment information is needed for stability and scour analysis.
- Provide structural analysis of existing end and intermediate bents to determine stability based on possible bent movements, pile lengths, future scour and pile embedment lengths.
- Provide approach roadway repairs based on geotechnical and hydraulic findings. Minimum is to fill existing voids behind abutments.

**Review of Bridge Inspection data for State Street (US 51) Bridge over Town Creek,
Paul Fossier, P.E., 10-15-2020**

Structure No. SA250000000132, Hinds County, Jackson, MS

Summary of Findings:

Existing Bridge data:

- Total L = 140 ft, 3 at 40 ft simple spans, 4 beams per span, 44 ft. roadway width, concrete deck with concrete t-beams, Substructure has 4 bents, 2 abutments with concrete caps, pile types and foundation types unknown, intermediate bents consist of 2 column concrete column bents, pile types and foundation type unknown. Bridge railing is post and rail system with sidewalk/concrete curb.
- Year built = 1957, MDOT state bridge
- Design live load: Unknown



State Street Frontage Road Bridge over Town Creek Rehabilitation

CITY OF JACKSON, HINDS

Project Number:

1) DIRECT LABOR:

No.	Sheet Title or Task	Principal	Supervisor Engineer	Professional Engineer	Senior Technician	Engineer Intern	Clerical	Totals
PHASE "1"								
Supplemental Bridge Inspection								
	Bridge Field Inspection			4	14	14		32
	Bridge Inspection Report		1	4	10	8	4	27
Preliminary Engineering								
	Load Rating Superstructure and Substructure		2	8		16		26
	Develop bridge rehabilitation scope & constr. cost estimate	1	5	14		12		32
	QA/QC		2	8				10
Preliminary Bridge Plan Alternates								
	Survey				40			40
	Hydraulics Analysis			80				80
	General Plan/Elevation		1	3	24	12		40
	Typical Section			2	6	3		11
	QA/QC Plans	2	4	8				14
Project Management & Meetings								
	Project Management	1	3	32				36
	Pre-design Conference							0
	Field Review Meeting		8	2		8		18
	Office Review Meeting							0
	Project Site Visit							0
	Coordination (survey, geotechnical, etc.)		2	6				8
Plan Submittals								
	Conceptual Plans		1	2	2			5
	Total Hours	4	29	173	96	73	4	62
	Average Hourly Rate	\$109.52	\$84.82	\$58.27	\$41.82	\$32.10	\$24.17	
	Salary Cost	\$438.08	\$2,459.78	\$10,080.71	\$4,014.72	\$2,343.30	\$96.68	
							Raw Labor =	\$19,433

2) PAYROLL BURDEN, GENERAL OVERHEAD, & ADMINISTRATION COSTS: 158.57% **\$30,816**

3) TOTAL LABOR **\$50,248**

4) FIXED FEE: (12% of Labor Costs) 12% **\$6,030**

5) FCCM (0%) 0.00% **\$0**

6) OTHER DIRECT COSTS:	Quantity	Unit	Unit Cost	Amount
8.5x11 Prints - Design Calculations Black-Line Prints	2 sets	Each	\$0.15	\$0.00
Line Prints	3 sets	Each	\$1.00	\$9.00
Mileage - site visit (from Baton Rouge)	350	Miles	\$0.575	\$201.25
Mileage - assumed 1 meeting in Jackson	350 x 1 = 350	Miles	\$0.575	\$201.25
Bridge Inspection Equipment		L.S.		\$0.00
Subconsultant QA/QC (Crown Engineering)		L.S.		\$8,500.00
Geotechnical Investigation		L.S.		\$23,100.00
			Sub-Total: Direct Costs =	\$32,012

7) ESTIMATED SUB-TOTAL COST **\$88,290**

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
561 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236
www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

October 27, 2020

Stantec
200 Congress Street, Suite 600
Jackson, Mississippi 39201

Proposal No. 20001P-205

Attention: Brad Engels, P.E,

Re: Geotechnical Investigation
Repairs to the Frontage Road Bridge over Town Creek
Jackson, Mississippi

Gentlemen:

We are pleased to submit this proposal for conducting a geotechnical investigation for the referenced project. Our general understanding of the project is based on conversations with you, portions of the original bridge plans you provided and observations made during a recent visit to the site.

The Frontage Road Bridge over Town Creek is a three-span structure supported on steel H-piles. The spill-through slopes were constructed at an inclination of 1.5 horizontal to 1 vertical and armored with concrete slope paving. The slope paving has failed, and the exposed slopes have sloughed and eroded, exposing the upper portions of the abutment piles. Degrading in the stream channel has exposed the interior bent H-piles below the concrete encasements at some locations. It appears that a slope stability failure occurred along the north bank of the creek upstream of the bridge in the past. No evidence of recent instability was observed. Erosion and shallow sloughing have also occurred along the south bank upstream of the bridge. The stream bed has eroded into and exposed the Moodys Branch formation which appears to have relatively high resistance to erosion.

We propose to explore subsurface soil conditions by means of four (4) borings. A boring would be made at each abutment, one to a depth of 100 ft and one to a depth of 60 ft. The 100-ft deep boring is intended to extend below the pile tip elevations. Two hand auger borings would be made to a depth of 15 ft along the lower bank - one on the south side and one on the north side of the creek. Relatively undisturbed Shelby tube samples of fine-grained soils and disturbed split-spoon samples of any granular materials would be obtained at approximate 3-ft to 5-ft intervals of depth from the abutment borings. Disturbed samples would be obtained from the

In developing the price for the geotechnical investigation, we assumed that the abutment boring locations would be accessible to truck-mounted drilling equipment. We also assumed there would not be any inordinate delays for the drill crew related to locating and avoiding underground utilities.

We could begin the field exploration phase of the investigation within about two weeks after your notice to proceed and could discuss preliminary recommendations soon after completion of the borings. Our final engineering report would be submitted after completion of laboratory testing and our analyses.

We appreciate the opportunity to submit this proposal. This letter and the following contract agreement are being provided by e-mail for your review and execution. If the scope of services and estimated fee described in the preceding paragraphs are acceptable, please print and sign a copy of the contract and return it to us by e-mail along with the letter. We look forward to conducting the geotechnical exploration for this project.

Very truly yours,

BURNS COOLEY DENNIS, INC.



A. E. (Eddie) Templeton, P.E.

AET/khb
Copies Submitted: (via e-mail)

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will dispose of all remaining soil samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's written request.

CONSTRUCTION PHASE SERVICES

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of observing specific portions of construction work or other field activities as set forth in the PROPOSAL, then this clause applies. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and professional opinions to CLIENT. No action of GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER's site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNICAL ENGINEER will report to CLIENT any observed geotechnically related work which, in GEOTECHNICAL ENGINEER's professional opinion, does not conform with plans and specifications. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNICAL ENGINEER's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

Tests performed by GEOTECHNICAL ENGINEER on finished work or work in progress are taken intermittently and indicate the general acceptability of the work on a statistical basis. GEOTECHNICAL ENGINEER's tests and observations of the work are not a guarantee of the quality of work and do not relieve other parties from their responsibility to perform their work in accordance with applicable plans, specifications and requirements.

BILLING AND PAYMENT

Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

ALLOCATION OF RISK

The total cumulative liability of GEOTECHNICAL ENGINEER, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "GEOTECHNICAL ENGINEER ENTITIES"), to CLIENT arising from services under this AGREEMENT, will not exceed the gross compensation received by GEOTECHNICAL ENGINEER under this AGREEMENT or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in GEOTECHNICAL ENGINEERS's services, whether alleged to arise in tort, contract, warranty, or other legal theory.

Subject to the provisions and limitations of this AGREEMENT, GEOTECHNICAL ENGINEER agrees to indemnify and hold harmless CLIENT, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and

money claimed, and requiring that the matter be mediated within 45 days of service of notice.

No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitations would elapse if suit was not filed prior to 45 days after service of notice.

GOVERNING LAW AND SURVIVAL

The laws of the State of Mississippi will govern the validity of these TERMS, their interpretations and performance. Any mediation or other legal proceedings will occur in Jackson, Mississippi.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.

THIRD PARTY BENEFICIARIES

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the GEOTECHNICAL ENGINEER. The GEOTECHNICAL ENGINEER's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have any claim against the GEOTECHNICAL ENGINEER because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in the project to carry out the intent of this paragraph.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

STANTEC

CLIENT

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL ENGINEER

Signature

Signature



Typed or Printed Name/Title

A. E. (Eddie) Templeton, P.E./President

Typed or Printed Name/Title

Date

October 27, 2020

Date

Exhibit D — Schedule of Work

We estimate this process will take approximately three months to complete.



CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

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

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

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

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

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		9.63			
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

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

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

Company Name: Crown Engineering, PLLC Type Trade/Business: Engineering, Civil (Consultant)

Address: 5269 Keel Street, Suite C

City, State, ZIP: Jackson, MS 39206

Contact Person: Calvin Dean, PE, CFM, Principal

Telephone Number: 601-713-4346

Type Minority Business (MBE/FBE):

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

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Design Phase Civil Engineering Services

Scope of Work to be Performed: Design Phase Civil Engineering Service

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 8,500

Percentage of MBE and/or FBE Participation: 9.63 %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

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

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %


Company

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE STATE STREET FRONTAGE ROAD BRIDGE OVER TOWN CREEK** is legally sufficient for placement in NOVUS Agenda.



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



DATE

OFFICE OF THE CITY ATTORNEY
11/24/2020

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

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 #

43

AGENDA DATE:

November 24, 2020

BY: WILLIAMS, LUMUMBA

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. I copy of the Hearing officer determination is attached.


Office of the City Attorney

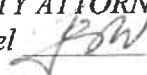
455 East Capitol Street
Post Office Box 2799
Jackson, Mississippi 39207-2799
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

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 

11/4/20
DATE

**ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE
THE CLAIMS OF A FORMER MUNICIPAL EMPLOYEE IN UNCONTROVERTED WORKERS
WORKERS COMPENSATION CLAIM # 1703740**

OFFICE OF THE CITY ATTORNEY
November 24, 2020

WHEREAS, on February 23, 2017, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

WHEREAS, on February 23, 2017, a former officer of the Jackson Police Department reported an injury to the left shoulder during the course of arresting a shoplifting suspect; and

WHEREAS, the Risk Management Division investigated and accepted compensability of the claim and commenced providing medicals and benefits; and

WHEREAS, the former officer voluntarily resigned on June 27, 2017 stating that alternate employment had been secured; and

WHEREAS, the former officer had not reached maximum medical improvement for the reported injury on the date of resignation; and

WHEREAS, the former officer had two surgical procedures and was assessed with an impairment rating of six percent to the upper extremity and four percent to the whole person; and

WHEREAS, the Mississippi Workers Compensation Act requires an employer to provide medical services and supplies for as long as the process of recovery requires; and

WHEREAS, even though the former officer has not recently sought medical treatment, the City of Jackson remains exposed for the provision of medical treatment and other benefits; and

WHEREAS, the average weekly wage of the former officer for the 52 -week period prior to injury was \$808.51; and

WHEREAS, the former officer's average weekly wage in current employment is \$742.31; and

WHEREAS, the former officer retained an attorney Jwon Nathaniel to provide representation in the claim; and

WHEREAS, on March 27, 2020, a letter proposing that the claim be settled for \$100,000.00 was sent to Sedgwick -the City's third party workers compensation administrator; and

WHEREAS, the demand letter was tendered to the Office of the City Attorney for response; and

WHEREAS, Attorney Nathaniel contended that his client sustained a substantial loss of wage earning capacity as a result of the impairment; and

Agenda Item # 44
Agenda Date: November 24, 2020

WHEREAS, the Office of the City Attorney responded to Attorney Nathaniel and advised that assuming a loss of wage earning capacity could be proven, the Commission's award would be two-thirds of the difference in the pre-injury wage and current wage; and

WHEREAS, the Office of the City Attorney advised Attorney Nathaniel that it was amenable to recommending that the sum of \$17,200.00 be paid to compromise and settle the claim if his client would accept; and

WHEREAS, the Office of the City Attorney received confirmation that the former officer would accept \$17,200.00 to compromise and settle the claim; and

WHEREAS, the sum of \$17,200.00 was derived by performing the following computations: \$808.51 - \$742.31 x .667 x 450 weeks - \$5,73384 previously paid + \$3,064.00 for future medical rounded to nearest whole dollar; and

WHEREAS, the best interest of the City of Jackson would be served by compromise and settlement of the claim to extinguish liability for additional medicals;

WHEREAS, the Mississippi Workers Compensation Commission investigates and approves all petitions to compromise and settle claims filed by injured workers and joined by employers and carriers;

IT IS HEREBY ORDERED that the claim of the former officer referenced in this Order and the uncontroverted claim of MWCC # 1703740 may be compromised for the sum of \$17,200.00 subject to the approval of the Mississippi Workers Compensation Commission;

IT IS HEREBY ORDERED that the Office of the City Attorney shall be authorized to join in the former employee's petition and to do those acts necessary to effect the intent and purpose of this order regarding the settlement of the claim.

Lumumba, Howard

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**November 18, 2020
DATE**

POINTS		COMMENTS																																																																						
1.	Brief Description/Purpose	Order Authorizes the Office of the City Attorney to settle and compromise claims pending before the Mississippi Workers Compensation Commission for injury asserted by a law enforcement recruit																																																																						
2.	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	No policy initiative exactly																																																																						
3.	Who will be affected	City of Jackson, former police officer, former officer's attorney, Mississippi Workers Compensation Commission																																																																						
4.	Benefits	City's exposure for disability benefits limited and future medicals extinguished.																																																																						
5.	Schedule (beginning date)	Upon approval of Mississippi Workers Compensation Commission																																																																						
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	No specific area - general government																																																																						
<input type="checkbox"/>	Action implemented by:	Office City Attorney																																																																						
<input type="checkbox"/>	§ City Department																																																																							
7.	§ Consultant																																																																							
8.	COST	\$17,200.00																																																																						
<input type="checkbox"/>	Source of Funding	General fund allocation for workers compensation benefits and medicals																																																																						
<input type="checkbox"/>	§ General Fund																																																																							
<input type="checkbox"/>	§ Grant																																																																							
<input type="checkbox"/>	§ Bond																																																																							
9.	§ Other																																																																							
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> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>					
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M E M O R A N D U M



Office of the City Attorney
(601) 960-1799

Privileged Communication

TO: Mayor Chokwe Lumumba

FROM: Timothy Howard

A handwritten signature in black ink, appearing to be "TH", written over the name Timothy Howard.

DATE: November 18, 2020

RE: Settlement of Former Jackson Police Officer's Claims for Benefits and Medical Pursuant to Mississippi Workers Compensation Act

The Order which accompanies this memo requests that the governing authorities approve the compromise and settlement of claims for disability benefits and medicals in an *uncontroverted* workers compensation case. The initial demand submitted was for \$100,000.00; however the Office of the City Attorney negotiated a settlement of \$17,200.00.

The City's exposure for disability benefits and future medical treatment will be extinguished by the compromise and settlement of the claim.


Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE UNCONTROVERTED CLAIM OF A FORMER POLICE OFFICER IN MWCC # 1703740 has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Carrie Johnson, Deputy City Attorney

11/18/2020

Date

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE PURCHASE OF A CUSTOM DATA IMPORT FROM GLOBAL SOFTWARE, A DIVISION OF NORTH HARRIS COMPUTER CORPORATION

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

WHEREAS, the City has recently purchased the Tyler Public Safety System and the implementation date is scheduled for December 8, 2020; and

WHEREAS, as a result of the purchase of the Tyler Public Safety System, the Information Systems Division discerned that a custom data import is needed to interface with the CISCO 12.1 Public Safety Software; and

WHEREAS, Section 31-7-13(m)(viii) exempts from the bidding requirements products that are non-competitive and available from one source, such as the custom data import; and

WHEREAS, Global Software, a division of N. Harris Computer Corporation, is the only company authorized by CISCO to provide custom products, such as the import needed by the City to interface with the Tyler Public Safety System; and

WHEREAS, the custom import is not covered under the current Global Software maintenance agreement that City has for its CISCO software; and

WHEREAS, the cost of the custom data import is \$39,040; and

WHEREAS, the need for the purchase of the CISCO Software for custom data imports have been analyzed by the Information Systems Division of the Department of Administration, and execution and approval of the proposed purchase with Global Software is recommended.

IT IS THEREFORE ORDERED that the Mayor be authorized to approve the one-time purchase with Global Software to provide a custom data import for the City of Jackson's Emergency Services System, with said purchase being provided at a cost of \$39,040.00.

Agenda Item # 45
Agenda Date: November 24, 2020



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,

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

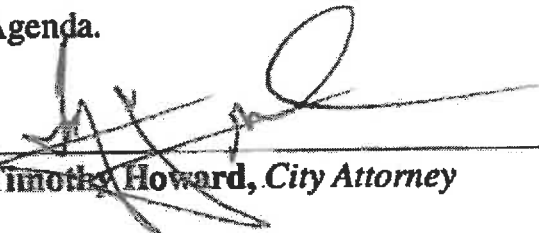
Office of the City Attorney

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
11/17/90

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PURCHASE OF A CUSTOM DATA IMPORT FROM GLOBAL SOFTWARE, A DIVISION OF NORTH HARRIS COMPUTER CORPORTATION** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

11/17/90
Date

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO PURSUE JUDICIAL ACTION TO ACQUIRE TITLE TO AN ABANDONED, PRIVATE, NON-PROFIT CEMETERY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND KNOWN AS MOUNT OLIVE CEMETERY

OFFICE OF THE CITY ATTORNEY
NOV 24 2020

WHEREAS, the Jackson Cemetery Association has *record title* to property located within the boundaries of the City of Jackson Mississippi known as Mount Olive Cemetery; and

WHEREAS, according to pleadings filed on October 16, 1950, in the Hinds County Chancery Court in Cause # 41,408, the Jackson Cemetery Association was chartered in 1891 and functioned for a number of years following its charter but at the time of the commencement of the suit in 1950, all officers, stockholders, and directors were dead, and if not dead, the names, addresses, and place of residence were not known after diligent search and inquiry; and

WHEREAS, in Cause # 41,408, the Court found that the Jackson Cemetery Association had no officers or directors and ceased to function, which jeopardized the complaining parties' interest and rights; and

WHEREAS, the Court designated the complaining parties or a majority of the complainants as the Board of Directors for the Jackson Cemetery Association and directed them to hold a meeting and elect officers and report to the Court; and

WHEREAS, the complaining parties complied with the Court's order; and

WHEREAS, the history concerning the appointment of successive boards and officers for the Jackson Cemetery Association subsequent to 1950 is unknown; and

WHEREAS, Mount Olive Cemetery was designated by the Mississippi Department of Archives and History as abandoned on April 19, 1974; and

WHEREAS, the City of Jackson does *not* have record title to Mount Olive Cemetery but has cut grass on the premises and also entered into a contract with Dickerson Construction Company, Inc. on or about May 2, 1978 to construct a walkway; and

WHEREAS, the City of Jackson has expended public monies to maintain the cemetery or alternatively cooperated with Jackson State University to maintain the vegetation of the premises in the interest of ensuring public health, safety, and welfare; and

WHEREAS, the City of Jackson expended public monies and maintained the cemetery in accordance with the authority provided by Section 21-37-21 of the Mississippi Code of 1972; and

WHEREAS, Section 21-37-21 of the Mississippi Code not only authorizes the City of Jackson to assume maintenance of a cemetery which has become detrimental to public health and welfare, but also authorizes a municipality to acquire title to the cemetery by gift, purchase, eminent domain, or otherwise and thereafter maintain, repair, enlarge, or otherwise improve the cemetery; and

WHEREAS, Mount Olive Cemetery has significant historical value as the burial place of James Hill, an African American who served as Secretary of State from 1874-1878 and Ida Revels Redmond, the daughter of Hiram Revels; and

Agenda Item # 46
Agenda Date: November 24, 2020

WHEREAS, Mount Olive Cemetery was placed on the National Register of Historic Places in 2017; and

WHEREAS, the Office of the City Attorney recommends that the City of Jackson acquire record title to the property by judicial action; and

WHEREAS, the best interest of the City of Jackson would be served by acquiring *record* title to Mount Olive Cemetery and providing for its continued maintenance, repair, and protection of its historical monuments; and

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to pursue action to acquire title to an abandoned, private, non-profit cemetery, known as Mount Olive Cemetery located within the boundaries of the City of Jackson, Mississippi on John R Lynch Street and identified as Parcel Number 145-27.

IT IS THEREFORE ORDERED that the Office of the City Attorney shall also be authorized to incur reasonable and necessary expenses associated with the acquisition of title.

Item No.: _____
Date: November 24, 2020
By: (Howard, Lumumba)

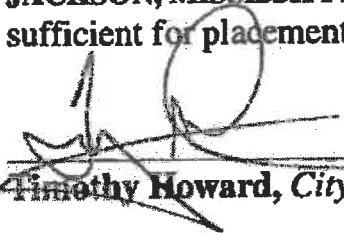
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1356

OFFICE OF THE CITY ATTORNEY
11/17/2011

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO PURSUE JUDICIAL ACTION TO ACQUIRE TITLE TO AN ABANDONED, PRIVATE, NON-PROFIT CEMETERY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND KNOWN AS MOUNT OLIVE CEMETERY is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

11/17/2011

Date

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Cany Creek; Eubanks Cree; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, and September 29, 2020 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

(STAMPS)

Agenda Item #	47
Agenda Date: November 24, 2020	

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

Agenda Item # . 48
Agenda Date: November 24, 2020

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI
PROCLAIMING A LOCAL EMERGENCY AND DECLARING THE CITY OF JACKSON,
MISSISSIPPI A DISASTER AREA FROM MARCH 16, 2020 AND GOING FORWARD**

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-19 outbreak a pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Sec. 5121-5207 (the "Stafford Act"); and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. Sec. 1601, *et seq.*, and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. Sec. 1320b-5), declared that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

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, on March 16, the Mayor of the City of Jackson, Mississippi, pursuant to Section 45-17-3 of the Mississippi Code of 1972, as amended, executed and declared a civil emergency proclamation in the wake of the Coronavirus pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and the City of Jackson, Mississippi significantly impacts the life and health of the citizens of the City of Jackson, as well as the economy of the City; and

WHEREAS, the risk of the spread of COVID-19 within the City of Jackson, Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within the City of Jackson; and

WHEREAS, Hinds County has the highest number of cases reported for COVID-19 in the State of Mississippi, at 415 as of April 25, 2020; and

WHEREAS, the City of Jackson is situated in Hinds County, Mississippi and may reasonably be presumed to have a substantial number of the cases reported for Hinds County, Mississippi; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code of 1972, as amended, allows for a local emergency as defined in Section 33-15-5 – which expressly includes an epidemic – to be proclaimed by a governing body of a municipality; and

WHEREAS, the Jackson City Council finds that such local emergency exists within the geographical limits of the City of Jackson; and

WHEREAS, the emergency arising out of the public health crisis associated with COVID-19 continues to threaten the public health, safety, and welfare of the citizens of the City of Jackson.

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Section 33-15-17(d) of the Mississippi Code of 1972, as amended, it is hereby resolved and proclaimed that a state of local emergency exists throughout the City of Jackson, Mississippi, and the areas encompassed by the boundaries of the City of Jackson are hereby declared an area of local emergency and disaster beginning March 16, 2020.
2. Said local emergency and emergency disaster area are deemed to continue to exist and the Jackson City Council will review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated by the Jackson City Council.

(JACKSON CITY COUNCIL)

Discussion Item # 50

November 24, 2020