



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
February 2, 2021  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **REV. WILLIE TOBIAS, JR., OF NEW MT. ZION 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 ADJUDICATING COSTS AND PENALTIES TOTALING \$12,582.65 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON OCTOBER 9, 2018, AUGUST 20, 2019, NOVEMBER 26, 2019, AND FEBRUARY 4, 2020, IN THE FOLLOWING CASES:**  
  
**2018-1165    2019-1273    2019-1476    2019-1490    2019-1557**
4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 6, 2020 FOR THE FOLLOWING CASES:**  
  
**2020-1369    2020-1375    2020-1379    2020-1393    2020-1394    2020-1400**

2020-1412 2020-1421 2020-1425 2020-1426 2020-1427 2020-1429  
2020-1435 2020-1436 2020-1437 2020-1443 2020-1444 2020-1445  
2020-1446 2020-1447 2020-1448 2020-1449 2020-1450 2020-1451

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1219 - 3439 ROSEMARY AVENUE - \$4,999.00. (WARD 6) (HILLMAN, LUMUMBA)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1104 - 3448 ROSEMARY AVENUE - \$5,000.00. (WARD 6) (HILLMAN, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1175 - 3511 ROSEMARY AVENUE - \$4,999.00. (WARD 6) (HILLMAN, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1103 - 3456 ROSEMARY LANE - \$4,828.00. (WARD 6) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PARTEE & ASSOCIATES, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1392 - 161 PLUMMER CIRCLE - \$1,352.00. (WARD 4) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT**

**BETWEEN THE CITY OF JACKSON AND IVORY SERVICES, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1395 - 4107 RAINEY ROAD - \$1,263.56. (WARD 6) (HILLMAN, LUMUMBA)**

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1391 - 156 PLUMMER CIRCLE - \$1,384.00. (WARD 7) (HILLMAN, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND V W LANDSCAPE, 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 #2020-1116 - 411 BENNING ROAD - \$1,304.00. (WARD 3) (HILLMAN, LUMUMBA)**
13. **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 21-9-11 FOR CASE #2019-1560 - 2717 GLENN STREET - \$1,443.00. (WARD 5) (HILLMAN, LUMUMBA)**
14. **ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS, INC., AS A PROPERTY DAMAGE SETTLEMENT. (HILLMAN, LUMUMBA)**
15. **ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS, INC., AS A PROPERTY DAMAGE SETTLEMENT. (HILLMAN, LUMUMBA)**

#### **INTRODUCTION OF ORDINANCES**

16. **ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #24 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3. (A. HARRIS, LUMUMBA)**
17. **ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012,**

**BY CHANGING THE POLLING PLACE FOR PRECINCT #90 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3. (A. HARRIS, LUMUMBA)**

18. **ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #94A AND #94B LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #4. (A. HARRIS, LUMUMBA)**
19. **ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #89 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3. (A. HARRIS, LUMUMBA)**
20. **ORDINANCE ESTABLISHING PROCEDURES FOR ADOPTION AND OPERATION OF SPECIAL LOCAL IMPROVEMENT DISTRICTS. (LINDSAY)**

#### **ADOPTION OF ORDINANCE**

21. **ORDINANCE ADOPTING THE 2018 EDITION OF THE NFPA 1 AND NFPA 101 LIFE SAFETY CODES AS SUPPLEMENTAL CODES, ESTABLISHING A PENALTY CLAUSE, A PUBLICATION CLAUSE AND EFFECTIVE DATE. (OWENS, LUMUMBA)**

#### **REGULAR AGENDA**

22. **CLAIMS (HORTON, LUMUMBA)**
23. **PAYROLL (HORTON, LUMUMBA)**
24. **ORDER AUTHORIZING PURCHASE OF ULTRAVIOLET-C SANITATION AND STERILIZATION EQUIPMENT FROM ULTRAVIOLET CDE SANITATION AND TECHNOLOGY LLC FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC (LUMUMBA)**
25. **ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2021 MUNICIPAL ELECTIONS. (A. HARRIS, LUMUMBA)**
26. **ORDER AUTHORIZING THE ACCEPTANCE OF FUNDING, IMPLEMENTATION, AND ACTIVATION OF A KEITH HARING OUTDOOR FITNESS COURT® TO THE CITY OF JACKSON, MISSISSIPPI, AS PART OF THE 2021 NATIONAL FITNESS CAMPAIGN. (HARRIS, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE AGREEMENT OR MOU WITH MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO FOR THE ADMINISTERING OF THE CANDIDATE PHYSICAL AGILITY TEST (CPAT). (OWENS, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 450i COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT TRAINING DIVISION. (OWENS,**

**LUMUMBA)**

29. **ORDER AUTHORIZING THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) FOR SERVICES ASSOCIATED WITH NFPA 1072 F COURSE TO JACKSON FIRE DEPARTMENT. (ALL WARDS) (OWENS, LUMUMBA)**
30. **ORDER ACCEPTING THE BID OF W.E. BLAIN & SONS, INC., FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015)LPA/108077-701000, CITY PROJECT NUMBER 19B4011. (WARD 2&3) (WILLIAMS, LUMUMBA)**
31. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901. (WARD 1) (WILLIAMS, LUMUMBA)**
32. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903. (WARD 1) (WILLIAMS, LUMUMBA)**
33. **ORDER ACCEPTING THE PROPOSAL OF NEEL-SCHAFFER TO UPDATE THE CURRENT SOLID WASTE MANAGEMENT PLAN. (ALL WARDS) (WILLIAMS, LUMUMBA)**
34. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902. (WARD 2) (WILLIAMS, LUMUMBA)**
35. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DECLARING THAT RACIAL INEQUITIES IN AVAILABILITY OF COVID-19 VACCINES IN MISSISSIPPI MUST END. (STOKES)**
36. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (BANKS, TILLMAN)**
37. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.**
38. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (BANKS, TILLMAN)**

**DISCUSSION**

39. **DISCUSSION: VACUUM TRUCKS (STOKES)**
40. **DISCUSSION: UPDATE- FOUR WAY INN ZONING (CRAWFORD STREET AND LUDLOW AVENUE) (STOKES)**
41. **DISCUSSION: FEDERAL COVID-19 REQUEST REPORT (LINDSAY)**
42. **DISCUSSION: PERSONNEL MATTERS (BANKS)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

OFFICE OF THE  
 CLERK  
 JACSON, MISSISSIPPI  
 2021

**RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$12,582.65 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON OCTOBER 9, 2018, AUGUST 20, 2019, NOVEMBER 26, 2019, AND FEBRUARY 4, 2020, IN THE FOLLOWING CASES:**

2018-1165	2019-1273	2019-1476	2019-1490	2019-1557
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**WHEREAS**, administrative hearings were held on May 1, 2018, August 6, 2019, November 5, 2019, and December 17, 2019 pursuant to Section 21-19-11 of the Mississippi Code to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

**WHEREAS**, on October 9, 2018, August 20, 2019, November 26, 2019, and February 4, 2020 the governing authorities for the City of Jackson passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

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

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

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

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

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

No.	Assessed Owner	Address/Zip/Ward	Parcel	Cost	10% Adm. Co.	Penalty Co.	Total	Work Description
2018-1165	S & L Properties LLC	3038 Woodbine St/39212/6	619-41	\$4,999.00	\$499.90	\$500.00	\$5,998.90	Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.
2019-1273	Stephoe Lashawn	Lot East of 116 College Dr/39213/2	709-246	\$840.00	\$84.00	\$1,000.00	\$1,924.00	Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.
2019-1476	HGM Holdings LLC	244 Queen Anne Ln/39209/4	642-187	\$1,025.00	\$102.50	\$500.00	\$1,627.50	Board-up and secure house, cut grass, weeds, shrubbery fence line, bushes, saplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.
2019-1490	McNeece Sybil A	235 Colebrook Ave/39209/4	636-261	\$860.00	\$86.00	\$500.00	\$1,446.00	Board-up and secure house, cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, pine straw, all items from carport, building materials, old furniture, tree limbs & parts, tires; and clean curbside.
2019-1557	Melvin & Ora Davis	2624 Glean St/39204/5	209-183	\$987.50	\$98.75	\$500.00	\$1,586.25	Board-up and secure house and cut grass, weeds fence line, shrubbery, remove trash and debris, fallen tree, wooden boards, crates, appliances, building materials, tree limbs, old furniture, old bricks, tree parts tires.
<b>GRAND TOTAL</b>							<b>\$12,582.65</b>	

Consent Agenda Item #3  
 Agenda Date: February 2, 2021  
 (HILLMAN, LUMUMBA)

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

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

**IT IS FURTHER RESOLVED** that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 of the Mississippi Code.

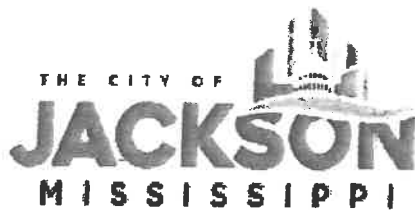
**IT IS FINALLY RESOLVED** that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

ITEM NO. \_\_\_\_\_  
DATE: January 19, 2021  
BY: (HILLMAN, LUMUMBA)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      01/19/2021  
**DATE**

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



# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 1/7/2021**

**Re: Agenda Item**

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The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be collected as clean-up assessments by the Hinds County Tax Collector's office. Therefore, we request that you authorize adjudicating the attached parcels.

Your consideration in this matter is appreciated.

Office of the City Attorney

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

11/21/21  
7-15  
CITY ATTORNEY  
CA

## OFFICE OF THE CITY ATTORNEY

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**This RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$12,582.65 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON OCTOBER 9, 2018, AUGUST 20, 2019, NOVEMBER 26, 2019, AND FEBRUARY 4, 2020, IN THE FOLLOWING CASES: 2018-1165; 2019-1273; 2019-1476; 2019-1490; 2019-1557**

is legally sufficient for placement in NOVUS Agenda.

  
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Timothy Howard, City Attorney

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

11/21/21  
\_\_\_\_\_  
Date



OFFICE OF

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

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

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

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

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

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

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

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

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

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

Consent Agenda Item #4 Agenda Date: February 2, 2021 (HILLMAN, LUMUMBA)
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Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings, and removing of trash and debris, wooden boards, crates, appliances, tree limbs, old bricks tree parts and clean curbside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 10/06/2020  
**DATE**

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

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

**From:** Community Improvement  
Planning and Development

**DATE:** October 6, 2020

**Re:** Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

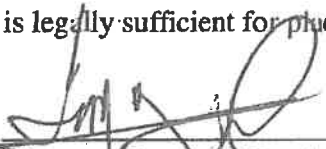
## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE  
10/16/20  
7/20

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

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

is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney *Ch*

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



OFFICE OF THE CITY ATTORNEY  
1/21/21  
CS

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1219 – 3439 ROSEMARY AVENUE – \$4,999.00 – 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 August 4, 2020 for Case 2020-1219 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**, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3439 ROSEMARY AVENUE for the sum of \$4,999.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3439 ROSEMARY AVENUE 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 ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #5 Agenda Date: February 2, 2021 (HILLMAN, LUMUMBA)
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**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**12/29/2020**

**DATE**

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

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: December 29, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1219.

Office of the City Attorney

OFFICE OF  
1/24/21  
ZAB  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1219- 3439 ROSEMARY AVENUE- \$4,999.00 is legally sufficient for placement in NOVUS Agenda.**

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

Chandra Gayten, Deputy City Attorney cu

1/21/21

\_\_\_\_\_  
Date

1/2/21  
CL

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1104 – 3448 ROSEMARY AVENUE – \$5,000.00 – 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 2020-1104 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**, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3448 ROSEMARY AVENUE for the sum of \$5,000.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3448 ROSEMARY AVENUE 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 ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #6 Agenda Date: February 2, 2021 (HILLMAN, LUMUMBA)
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**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**12/29/2020**

**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: December 29, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1104.

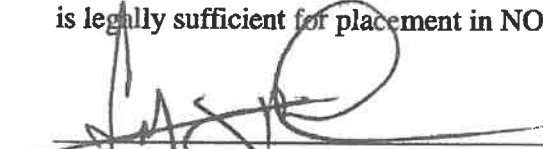
Office of the City Attorney

OFFICE  
1/21/21  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1104- 3448 ROSEMARY AVENUE- \$5,000.00 is legally sufficient for placement in NOVUS Agenda.**

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

Chandra Gayten, Deputy City Attorney *CA*

1/21/21  
Date

OFFICE  
1/21/21  
C  
ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1175 – 3511 ROSEMARY AVENUE – \$4,999.00 – 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 July 14, 2020 for Case 2020-1175 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, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3511 ROSEMARY AVENUE for the sum of \$4,999.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3511 ROSEMARY AVENUE 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 ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #7  
Agenda Date: February 2, 2021  
(HILLMAN, LUMUMBA)

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

**12/29/2020**  
**DATE**

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> • WARD  • CITYWIDE (yes or no) (area)  • Project limits if applicable	WARD 6																																													
7.	<b>Action implemented by:</b> • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$4,999.00																																													
9.	<b>Source of Funding</b> • General Fund • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
10.	<b>EBO participation</b>	<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: December 29, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1175.

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  
1/21/24  
Cu

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEED; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1175- 3511 ROSEMARY AVENUE- \$4,999 is legally sufficient for placement in NOVUS Agenda.**

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

**Chandra Gayten, Deputy City Attorney** *Cu*

1/21/24  
\_\_\_\_\_  
**Date**

DATE: 2/2/21  
TIME: 10:00 AM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1103 – 3456 ROSEMARY LANE – \$4,828.00 – 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 2020-1103 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**, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3456 ROSEMARY LANE for the sum of \$4,828.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3456 ROSEMARY LANE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,828.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #8 Agenda Date: February 2, 2021 (HILLMAN, LUMUMBA)
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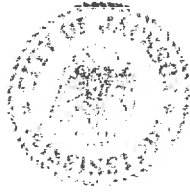
**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**12/29/2020**

**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: December 29, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1103.



OFFICE OF THE CLERK  
11-2-20  
2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND PARTEE & ASSOCIATES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1392 – 161 PLUMMER CIRCLE – \$1,352.00 – WARD 4**

**WHEREAS**, on October 13, 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 15, 2020 for Case 2020-1392 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**, PARTEE & ASSOCIATES LLC appeared next on the rotation list and through its representative, Christopher Partee agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 161 PLUMMER CIRCLE for the sum of \$1,352.00; and

**WHEREAS**, PARTEE & ASSOCIATES LLC has a principal office address of 334 Park Lane, Jackson Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with PARTEE & ASSOCIATES LLC to cut vegetation and remedy conditions on the property located at 161 PLUMMER CIRCLE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER ORDERED** that a sum not to exceed \$1,352.00 shall be paid to PARTEE & ASSOCIATES LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #9  
Agenda Date: February 2, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/18/2020**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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<b>3. Who will be affected</b>	All City of Jackson residents																																													
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<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
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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 18, 2020

**Ref:** Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with PARTEE & ASSOCIATES LLC for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1392.

Thank you for your prompt consideration.

Office of the City Attorney

OFFICE OF  
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 PARTEE & ASSOCIATES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCODING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1392 - 161 PLUMMER CIRCLE - \$1,352.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.**

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

**Chandra Gayten, Deputy City Attorney** CB

1/21/21

**Date**

OFFICE OF THE CITY ATTORNEY  
11/2/21  
6  
w

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1395 - 4107 RAINEY ROAD - \$1,263.56 - WARD 6**

**WHEREAS**, on October 13, 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 15, 2020 for Case 2020-1395 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**, IVORY SERVICES LLC appeared next on the rotation list and through its representative, Nancy Turner agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4107 RAINEY ROAD for the sum of \$1,263.56; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with IVORY SERVICES LLC to cut vegetation and remedy conditions on the property located at 4107 RAINEY ROAD deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER ORDERED** that a sum not to exceed \$1,263.56 shall be paid to IVORY SERVICES LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #10  
Agenda Date: February 2, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 11/12/2020  
**DATE**

POINTS		COMMENTS																																													
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5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
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7.	<b>Action implemented by:</b> <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 1,263.56																																													
9.	<b>Source of Funding</b> <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	GENERAL FUNDING (001-444.70-6447)																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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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 12, 2020

**Ref:** Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with IVORY SERVICES LLC for the board- up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1395.

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

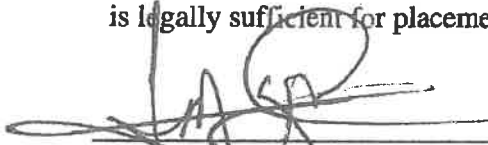
OFFICE OF THE CITY ATTORNEY  
11/21/21  
CA

## OFFICE OF THE CITY ATTORNEY

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**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1395 - 4107 RAINEY ROAD - \$1,263.56 - WARD 6**

is legally sufficient for placement in NOVUS Agenda.

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

11/21/21  
Date

*cw*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1391 156 PLUMMER CIRCLE – \$1,384.00 – WARD 7**

**WHEREAS**, on October 13, 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 15, 2020 for Case 2019-1391 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**, IVORY SERVICES LLC appeared next on the rotation list and through its representative, Nancy Turner agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tree parts, and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 156 PLUMMER CIRCLE for the sum of \$1,384.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with IVORY SERVICES LLC to cut vegetation and remedy conditions on the property located at 156 PLUMMER CIRCLE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER ORDERED** that a sum not to exceed \$1,384.00 shall be paid to IVORY SERVICES LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #11 Agenda Date: February 2, 2021 (HILLMAN, LUMUMBA)
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**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/12/2020**

**DATE**

	<b>POINTS</b>	<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> • WARD  • CITYWIDE (yes or no) (area)  • Project limits if applicable	CITYWIDE																																													
7.	<b>Action implemented by:</b> • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 1,384.00																																													
9.	<b>Source of Funding</b> • General Fund • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10.	<b>EBO participation</b>	<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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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 12, 2020

**Ref:** Agenda Item

---

The attached agenda item is an Order requesting that the Mayor execute a contract with IVORY SERVICES LLC for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1391.

Thank you for your prompt consideration.

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  
*Ch*

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1391 - 156 PLUMMER CIRCLE - \$1,384.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.**

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

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

1/21/21

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

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2020-1116 – 411 BENNING ROAD – \$1,304.00 – WARD 3**

OFFICE OF THE  
CITY CLERK  
FORNEY  
CW

**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 2020-1116 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**, VW LANDSCAPE LLC appeared next on the rotation list and through its representative, Victor Williams Esq, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 411 BENNING ROAD for the sum of \$1,304.00; and

**WHEREAS**, VW LANDSCAPE LLC has a principal office address of 332 Fredrica Avenue, Jackson Mississippi 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with VW LANDSCAPE LLC to cut vegetation and remedy conditions on the property located at 411 BENNING ROAD deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,304.00 shall be paid to VW LANDSCAPE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #12  
Agenda Date: February 2, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 09/16/2020  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b>	<ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>
3.	<b>Who will be affected</b>	All City of Jackson residents
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b>	
	▪ <b>WARD</b>	
	▪ <b>CITYWIDE (yes or no) (area)</b>	CITYWIDE
	▪ <b>Project limits if applicable</b>	
7.	<b>Action implemented by:</b>	
	▪ <b>City Department</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT
	▪ <b>Consultant</b> <input type="checkbox"/>	COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 1,304.00
9.	<b>Source of Funding</b>	
	▪ <b>General Fund</b>	GENERAL FUNDING
	▪ <b>Grant</b> <input type="checkbox"/>	(001-444.70-6447)
	▪ <b>Bond</b> <input type="checkbox"/>	
	▪ <b>Other</b> <input type="checkbox"/>	
10.	<b>EBO participation</b>	
	ABE _____ %	WAIVER yes ___ no ___ N/A ___
	AABE _____ %	WAIVER yes ___ no ___ N/A ___
	WBE _____ %	WAIVER yes ___ no ___ N/A ___
	HBE _____ %	WAIVER yes ___ no ___ N/A ___
	NABE _____ %	WAIVER yes ___ no ___ N/A ___

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:** September 16, 2020

**Ref:** Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with WILLIAMS, VICTOR/dba/V W LANDSCAPE 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 #2020-1116.

Thank you for your prompt consideration.

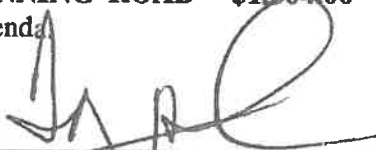
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE, LLC TO BOARD UP AND SECURE STRUCTURE(S), AND/OR CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2020-1116 - 411 BENNING ROAD - \$1,304.00 (WARD 3) is legally sufficient for placement in NOVUS Agenda

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

11/21/24  
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 21-9-11 FOR CASE #2019-1560 – 2717 GLENN STREET – \$1,443.00 – WARD 5**

OFFICE OF THE  
CITY CLERK  
AT FORMER  
CL

WHEREAS, on February 4, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 17, 2019 for Case 2019-1560 located in Ward 5 of the City of Jackson; and

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

WHEREAS, 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, saplings and remove trash, debris, tires and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2717 GLENN STREET for the sum of \$1,443.00; 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 cut vegetation and remedy conditions on the property located at 2717 GLENN STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,443.00 shall be paid to GREEN CONTRACT CLEANING, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #13  
Agenda Date: February 2, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     01/12/2021  
DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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7. <b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. <b>COST</b>	\$ 1,443.00																																													
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10. <b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">_____</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:** January 12, 2021

**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 #2019-1560.

Thank you for your prompt consideration.

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 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 #2019-1560 - 2717 GLENN STREET - \$1,443.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda

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

Chandra Gayten, Deputy City Attorney *CG*

11/21/21  
\_\_\_\_\_  
Date

**ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS,  
INC. 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 \$18,000.00 as property damage settlement for damage sustained to the City of Jackson Transit 2006 Gillig Low Floor (Bus#741) on 05/02/2018.

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

Consent Agenda Item #14  
Agenda Date: February 2, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 02/02/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS, INC. AS A PROPERTY DAMAGE SETTLEMENT</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	N/A
4.	<b>Benefits</b>	N/A
5.	<b>Schedule (beginning date)</b>	N/A
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All Wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$18,000.00
9.	<b>Source of Funding</b> General Fund Grant Bond Other	N/A
10.	<b>EBO participation</b>	DBE ___%    WAIVER    yes ___    no ___    N/A ___ 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:** Choke A. Lumumba, Mayor  
**THRU:** Jordan Hillman, Director Department of Planning & Development  
**FROM:** Christine F. Welch, Deputy Director Office of Transportation  
**DATE:** Friday, January 22, 2021  
**RE:** Agenda Item for February 2, 2021 City Council Meeting

On May 2, 2018 @ approx. 6:57am, Bus # 741 was involved in an accident at Northside Dr. & Minilla St. on the ES 1B. These vehicles were operated by a National Express's employees, in which injuries were reported. The City received written statement from National Express in the amount of \$18,000.00 as property settlement.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY  
1/21/20  
CW

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS, INC. AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.

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

1/21/20  
\_\_\_\_\_  
DATE

**ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS,  
INC. 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 \$18,000.00 as property damage settlement for damage sustained to the City of Jackson Transit 2006 Gillig Low Floor (Bus#746) on 04/23/2018.

Consent Agenda Item #15  
Agenda Date: February 2, 2021  
(HILLMAN, LUMUMBA)

OFFICE OF THE CITY ATTORNEY  
11/20/21  
2/2

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 02/02/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS, INC. AS A PROPERTY DAMAGE SETTLEMENT</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	N/A
4.	<b>Benefits</b>	N/A
5.	<b>Schedule (beginning date)</b>	N/A
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All Wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$18,00.00
9.	<b>Source of Funding</b> General Fund Grant Bond Other	N/A
10.	<b>EBO participation</b>	DBE ___%    WAIVER    yes ___    no ___    N/A ___ AABE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> WBE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> HBE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> NABE ___%    WAIVER    yes ___    no ___    N/A <u>X</u>



# MEMORANDUM

**TO:** Choke A. Lumumba, Mayor  
**THRU:** Jordan Hillman, Director Department of Planning & Development  
**FROM:** Christine F. Welch, Deputy Director Office of Transportation  
**DATE:** Friday, January 22, 2021  
**RE:** Agenda Item for February 2, 2021 City Council Meeting

On April 18, 2018 @ approx. 4:11pm, Bus # 746 was involved in an accident at State St. & Woodrow Wilson on the LS1A. These vehicles were operated by a National Express's employees, in which injuries were reported. The City received written statement from National Express in the amount of \$18,000.00 as property settlement.


It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).

Office of the City Attorney

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Telephone: (601) 968-1796  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PAYMENT OF \$18,000.00 FROM NATIONAL EXPRESS, INC. AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.

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

~~Chandra Gayten, Deputy City Attorney~~ Ch

11/21/21  
\_\_\_\_\_  
DATE

OFFICE OF THE CLERK

**ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #24 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3.**

**WHEREAS**, the Jackson, Mississippi City Council approved a redistricting ordinance on September 4, 2012 pursuant to the provisions of Section 21-8-7(4)(c) of the Mississippi Code (1972), as amended; and

**WHEREAS**, Section 23-15-557 of the Mississippi Code (1972), as amended, authorizes the governing authorities of a municipality within the state of Mississippi in their discretion to divide the municipality into a sufficient number of voting precincts of such size and location as is necessary with the same number of polling places necessary to accommodate the electorate; and

**WHEREAS**, the Jackson Public School Board voted to close French Elementary on March 6, 2018 during the 2018-2019 School Year; and

**WHEREAS**, the Hinds County Board of Supervisors, at the recommendation of the Hinds County Election Commissioners, relocated its polling place to George Kurts Gymnasium, 125 Gymnasium Drive, Jackson, Mississippi, 39209; and

**WHEREAS**, the governing authorities for the City of Jackson believe that approval of this ordinance is necessary to ensure uniformity of precincts and polling places in Hinds County, Mississippi and for ease of voting by the electorate.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Jackson:

**SECTION 1.** The polling place for Precinct #24 formerly located at French Elementary, 311 Joel Ave., Jackson, Mississippi 39209 (Ward 4) is hereby relocated to George Kurts Gymnasium, 125 Gymnasium Dr., Jackson, Mississippi 39209 (Ward 4).

**SECTION 2.** This Ordinance shall become effective immediately.

Intro to Ordinance #16 Agenda Date: February 2, 2020 (A. HARRIS, LUMUMBA)
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Office of the City Attorney

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Telephone: (601) 960-1799  
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1/28/21

## OFFICE OF THE CITY ATTORNEY

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This ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #24 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3 is legally sufficient for placement in NOVUS Agenda.

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

1/26/21  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI

**ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #90 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3.**

**WHEREAS**, the Jackson, Mississippi City Council approved a redistricting ordinance on September 4, 2012 pursuant to the provisions of Section 21-8-7(4)(c) of the Mississippi Code (1972), as amended; and

**WHEREAS**, Section 23-15-557 of the Mississippi Code (1972), as amended, authorizes the governing authorities of a municipality within the state of Mississippi in their discretion to divide the municipality into a sufficient number of voting precincts of such size and location as is necessary with the same number of polling places necessary to accommodate the electorate; and

**WHEREAS**, the Jackson Public School Board voted to close Woodville Heights on March 6, 2018 during the 2018-2019 School Year; and

**WHEREAS**, the Hinds County Board of Supervisors, at the recommendation of the Hinds County Election Commissioners, relocated its polling place to Greater Mt. Bethel Church of Christ Holiness, 4125 Robinson Road, Jackson, Mississippi, 39209; and

**WHEREAS**, the City of Jackson would like to relocate its polling place to Christ Tabernacle Church, 1201 Cooper Rd., Jackson, MS, 39212. The Municipal Election Commissioners believe this move would be in the best interest of the electors of said polling place; and

**WHEREAS**, the governing authorities for the City of Jackson believe that approval of this ordinance is necessary to ensure the ease of voting by the electorate.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Jackson:

**SECTION 1.** The polling place for Precinct #90 formerly located at Woodville Heights Elementary, 2930 McDowell Rd. Ext., Jackson, Mississippi 39209 (Ward 4) is hereby relocated to Christ Tabernacle Church, 1201 Cooper Rd., Jackson, Mississippi 39212 (Ward 4).

**SECTION 2.** This Ordinance shall become effective immediately.

Intro to Ordinance #17 Agenda Date: February 2, 2020 (A. HARRIS, LUMUMBA)
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Office of the City Attorney

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OFFICE  
11/26/21  
TC

## OFFICE OF THE CITY ATTORNEY

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This ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #90 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3 is legally sufficient for placement in NOVUS Agenda.

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

11/26/21  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
4/21/20

**ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #94A AND #94B LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #4.**

**WHEREAS**, the Jackson, Mississippi City Council approved a redistricting ordinance on September 4, 2012, pursuant to the provisions of Section 21-8-7(4)(c) of the Mississippi Code (1972), as amended; and

**WHEREAS**, Section 23-15-557 of the Mississippi Code (1972), as amended, authorizes the governing authorities of a municipality within the state of Mississippi in their discretion to divide the municipality into a sufficient number of voting precincts of such size and location as is necessary with the same number of polling places necessary to accommodate the electorate; and

**WHEREAS**, Higher Ground Family Worship opted out of serving as a voting precinct; and

**WHEREAS**, based upon said request to opt out of serving as a voting precinct, the Hinds County Election Commission recommended to the Hinds County Board of Supervisors to relocate the Hinds County, Mississippi's ("County") polling place for Precinct #94 in Hinds County District 4 ("Precinct #94A and #94B") from Higher Ground Family Worship, 3520 Forest Hill Road, Jackson, Mississippi 39212 to Willowood Community Center, 4243 Will O Wood Blvd., Jackson, Mississippi 39212; and

**WHEREAS**, the best interest of the citizenry of the City, specifically those accustomed to voting in both City and County elections, would be served by mirroring the County's action; and

**WHEREAS**, the governing authorities for the City of Jackson believe that approval of this ordinance is necessary to ensure uniformity of precincts and polling places in Hinds County, Mississippi and for ease of voting by the electorate.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Jackson:

**SECTION 1.** The polling place for Precinct #94A and #94B formerly located at Higher Ground Family Worship, 2504 Raymond Road, Jackson, Mississippi 39212 is hereby relocated to Willowood Community Center, 4243 Will O Wood Blvd., Jackson, Mississippi 39212 in order to mirror the County's polling places to accommodate the City's electorate and better facilitate the holding of elections.

**SECTION 2.** This Ordinance shall become effective immediately.

Intro to Ordinance #18 Agenda Date: February 2, 2020 (A. HARRIS, LUMUMBA)
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Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE  
11/26/21  
TC

## OFFICE OF THE CITY ATTORNEY

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This ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #90 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3 is legally sufficient for placement in NOVUS Agenda.

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

11/26/21  
\_\_\_\_\_  
Date



**ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE  
APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY  
CHANGING THE POLLING PLACE FOR PRECINCT #89 LOCATED WITHIN  
HINDS COUNTY, MISSISSIPPI DISTRICT #3.**

OFFICE OF THE CLERK  
11/21/20

**WHEREAS**, the Jackson, Mississippi City Council approved a redistricting ordinance on September 4, 2012 pursuant to the provisions of Section 21-8-7(4)(c) of the Mississippi Code (1972), as amended; and

**WHEREAS**, Section 23-15-557 of the Mississippi Code (1972), as amended, authorizes the governing authorities of a municipality within the state of Mississippi in their discretion to divide the municipality into a sufficient number of voting precincts of such size and location as is necessary with the same number of polling places necessary to accommodate the electorate; and

**WHEREAS**, on July 18, 2018, the City Council voted to relocate Precinct #89 from the "Metrocenter Sears Lower-Level South Entrance" at 1000 Metrocenter Drive, Jackson, Mississippi 39209) to Parks and Recreation Department, Suite 104 of the Metrocenter at 1000 Metrocenter Drive, Jackson, Mississippi 39209 (Ward 5) for a special election on a bond issue referendum for the Jackson Public School District held on August 7, 2018; and

**WHEREAS**, the Hinds County Board of Supervisors, at the recommendation of the Hinds County Election Commission, relocated its polling place to Greater Mt. Bethel Church of Christ Holiness, 4125 Robinson Road, Jackson, Mississippi, 39209; and

**WHEREAS**, the governing authorities for the City of Jackson believe that approval of this ordinance is necessary to ensure uniformity of precincts and polling places in Hinds County, Mississippi and for ease of voting by the electorate.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Jackson:

**SECTION 1.** The polling place for Precinct #89 formerly located at Metrocenter Sears Lower-Level South Entrance at 1000 Metrocenter Drive, Jackson, Mississippi 39209 (Ward 5) is hereby relocated to Greater Mt. Bethel Church of Christ Holiness, 4125 Robinson Road, Jackson, Mississippi, 39209 (Ward 5).

**SECTION 2.** This Ordinance shall become effective immediately.

Intro to Ordinance #19  
Agenda Date: February 2, 2020  
(A. HARRIS, LUMUMBA)

**Office of the City Attorney**

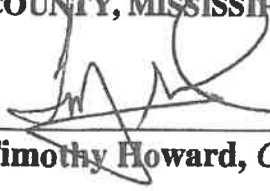
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
11/26/11

## **OFFICE OF THE CITY ATTORNEY**

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**This ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON SEPTEMBER 4, 2012, BY CHANGING THE POLLING PLACE FOR PRECINCT #89 LOCATED WITHIN HINDS COUNTY, MISSISSIPPI DISTRICT #3 is legally sufficient for placement in NOVUS Agenda.**

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

11/26/11  
\_\_\_\_\_  
**Date**

**ORDINANCE ESTABLISHING PROCEDURES FOR ADOPTION AND OPERATION OF SPECIAL LOCAL IMPROVEMENT DISTRICTS**

**WHEREAS**, the Mississippi legislature has authorized the creation of special local improvement districts, as provided in Sections 21-33-551 to -561 of the Mississippi Code, by non-profit homeowners' associations in municipalities with a population of one hundred fifty thousand (150,000) or more; and

**WHEREAS**, homeowners' associations within the City of Jackson have contacted the City of Jackson about forming special local improvement districts; and

**WHEREAS**, the statutes enacted by the Mississippi legislature do not address some issues regarding the adoption and operation of special local improvement districts; and

**WHEREAS**, the City of Jackson seeks to ensure that the adoption and operation of special local improvement districts within the City of Jackson are accomplished and enforced in a uniform, orderly and fair manner; and

**WHEREAS**, the City of Jackson has the authority under Mississippi's Home Rule Statute, Section 21-17-5 of the Mississippi Code, to adopt procedures to implement and supplement statutes passed by the Mississippi legislature, including special improvement districts as provided by Sections 21-33-551 to -561 of the Mississippi Code, provided such procedures are not contrary to the statutes, and are subject to any amendments and court interpretations of the statutes.

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

**SECTION 1.**

(a) The City Municipal Clerk of the City of Jackson shall make the determination of whether a petition has been signed by the requisite number of owners of taxable properties as provided in Section 21-33-553(1) of the Mississippi Code. Electronic signatures obtained through reliable third-party electronic signature services, such as DocuSign and Adobe Sign, are acceptable. Copies of signatures that are scanned in and emailed by the signatories are acceptable if the email from the signatory transmitting the scanned signature is produced with the signature at the time the petition is submitted to the Municipal Clerk and the body of the email indicates the intent of the signatory to sign the submitted petition.

(b) In determining whether a petition is signed by the owners of sixty percent of the taxable real property in the area of a proposed special local improvement district as required in Section 21-33-553(1) of the Mississippi Code, the City Clerk shall rely on the number of tax parcels that are taxable and not exempt from ad valorem taxation as determined by the Tax Assessor of Hinds County. Sixty percent of the taxable real property in a proposed special local improvement district shall be deemed to be sixty percent of the tax parcels that are taxable and not exempt

Intro to Ordinance #20 Agenda Date: February 2, 2020 (LINDSAY)
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from ad valorem taxation within the proposed district. If the land in a tax parcel is owned by more than one person, such as land owned by tenants in common or joint tenants, only one owner's signature shall be required on the petition.

(c) The duration of the district shall be determined by the time reasonably anticipated to be needed to accomplish the objectives of the strategic plan. The strategic plan and the duration of the plan must meet the requirements and goals of the statutes authorizing the creation of special local improvement districts, as reasonably determined by the City, but in no event shall the strategic plan have a duration of more than fifteen years from the date of a final vote by the City Council approving the creation of the district. In determining the reasonableness of the term of a proposed strategic plan, the City may consider, among other things, the duration of other statutory improvement districts in Mississippi, and the time that it has taken to achieve other improvements of the same nature as the improvements in the strategic plan. No contractual obligations of the homeowners' association created out of the authority found at Sections 21-33-551 to -561 may be entered into that will extend beyond the duration of the district.

(d) After the municipality has adopted a resolution creating the special local improvement district, no additional elections or petitions shall be required with the exception of the petition and election required in Section 21-33-553(5) of the Mississippi Code concerning modification of the boundaries of the district and Section 21-33-557(2) of the Mississippi Code concerning the election of officers and board members.

(e) The homeowners' association that manages the district has the authority to exercise those powers set forth in Sections 21-33-551 to -561 of the Mississippi Code in regards to the district.

(f) The creation of a district does not relieve the homeowners' association of the duty to comply with all policies, plans, and ordinances of the City, including the necessity of entering into a memorandum of understanding before improvements are made within the City's right-of-ways or on any City property.

(g) Any debt incurred by the homeowners' association shall not be an obligation of the City.

**IT IS FURTHER ORDAINED THAT** the afore-mentioned ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code of 1972, as amended.

(LINDSAY)

**ORDINANCE ADOPTING THE 2018 EDITION OF THE NFPA 1 AND NFPA 101 LIFE SAFETY CODES AS SUPPLEMENTAL CODES, ESTABLISHING A PENALTY CLAUSE, A PUBLICATION CLAUSE AND EFFECTIVE DATE**

OFFICE OF THE CITY ATTORNEY  
Amanda Owens

**WHEREAS**, on August 4, 2020, the Jackson City Council adopted the 2018 edition of the International Fire Code with appendix Chapters A, B, C, D, E, F, G, H, I, J Section 101.2.1 with certain additions and deletions; and

**WHEREAS**, the action taken by the Jackson City Council concerning the adoption of the aforementioned fire codes is recorded in Minute Book 6R at pages 362-366; and

**WHEREAS**, the International Fire Code is published by the International Code Council and contains minimum regulations for fire prevention and fire protection systems using prescriptive and performance systems; and

**WHEREAS**, the International Fire Code is not the only code which addresses fire safety and prevention; and

**WHEREAS**, the National Fire Protection Association also has fire codes known as the NFPA 1 Fire Code and the NFPA 101 Life Safety Code; and

**WHEREAS**, the Jackson Fire Department has determined that the International Fire Code may not address certain fire prevention, protection, and safety measures; and

**WHEREAS**, the Jackson Fire Department has referred to the NFPA 1 Fire Code and the NFPA 101 Life Safety Code to address those measures not addressed by the International Fire Code; and

**WHEREAS**, referring to the NFPA 1 Fire Code and the NFPA 101 Life Safety Code has resulted in enforcement challenges because the governing authorities have not adopted any provision of the NFPA 1 Fire Code and the NFPA 101 Life Safety Code; and

**WHEREAS**, the Jackson Fire Department is recommending that the governing authorities adopt the 2018 editions of the NFPA 1 Fire Code and the NFPA 101 Life Safety Code to serve as a *supplement* to the adopted edition of the International Fire Code and not as a replacement; and

**WHEREAS**, the Jackson Fire Department recommends that the adopted edition of the International Fire Code have precedential authority where there is a conflict between its provisions and the NFPA 1 Fire Code and the NFPA 101 Life Safety Code; and

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

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF**

Adoption of Ordinance #21  
Agenda Date: February 2, 2020  
(OWENS, LUMUMBA)

**JACKSON MISSISSIPPI the following:**

**ARTICLE 1**

The 2018 edition of the NFPA 1 Fire Code and the NFPA 101 Life Safety Code shall be adopted as **supplemental codes** to the 2018 edition of the International Fire Code, the appendices, and the additions and deletions adopted on August 4, 2020.

**ARTICLE 2**

The adoption of the 2018 NFPA 1 Fire Code and the NFPA 101 Life Safety Code shall not replace the codes adopted on August 4, 2020. If provisions of the 2018 NFPA 1 Fire Code and the NFPA 101 Life Safety conflict with the provisions of the fire codes adopted on August 4, 2020, then the codes adopted on August 4, 2020 shall govern and control.

**ARTICLE 3**

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

**ARTICLE 4**

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

Office of the City Attorney

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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

*Carrie Johnson*  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE ADOPTION THE 2018 EDITION OF THE NFPA FIRE CODE 1 AND THE NFPA 101 LIFE SAFETY CODES AS SUPPLEMENTAL CODES, ESTABLISHING A PENALTY, AND PROVIDING AN EFFECTIVE DATE** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *[Signature]* DATE 12/28/20





OFFICE OF THE CITY ATTORNEY  
7/21  
2/2/21

**ORDER AUTHORIZING PURCHASE OF ULTRAVIOLET-C SANITATION AND STERILIZATION EQUIPMENT FROM ULTRAVIOLET CDE SANITATION AND TECHNOLOGY LLC FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC (LUMUMBA)**

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

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

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

**WHEREAS**, Ultraviolet Technology is a chemical free way to kill and stop any virus, bacteria, staph, MRSA, and C-diff from replication and mutation; and

**WHEREAS**, UVC equipment will be purchased for the purpose of advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic.

**IT IS, THEREFORE, ORDERED**, that payment to Ultraviolet CDE Sanitation and Technology, LLC be authorized in the amount of \$35,000.00 (Thirty-Five Thousand dollars and no cents).

Agenda Item No. 24  
February 2, 2021  
(Lumumba)

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

**1-28-2021**  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	Order Authorizing Purchase of Equipment	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life	
3.	<b>Who will be affected</b>	City of Jackson generally	
4.	<b>Benefits</b>	<b>ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC</b>	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval	
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide	
<input type="checkbox"/>	<b>Action implemented by:</b> § City Department  § Consultant	Mayor	
7.			
8.	<b>COST</b>	35,000	
9.	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	COVID-19 Funds	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> AABE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> WBE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> HBE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> NABE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u>	

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

## OFFICE OF THE CITY ATTORNEY

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**ORDER AUTHORIZING PURCHASE OF ULTRAVIOLET-C SANITATION AND STERILIZATION EQUIPMENT FROM ULTRAVIOLET CDE SANITATION AND TECHNOLOGY LLC FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC** is legally sufficient for placement in NOVUS Agenda.

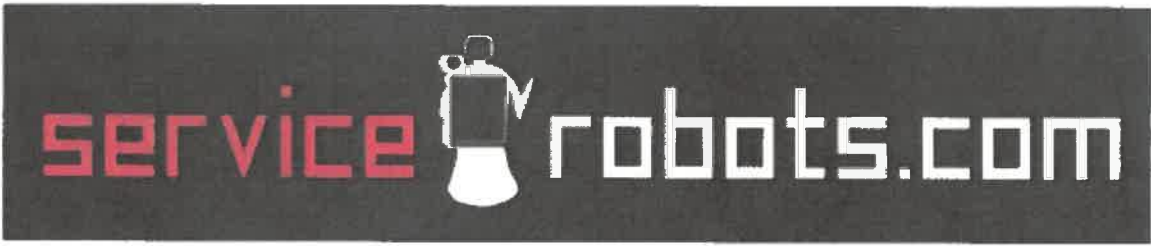


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**Tim Howard**, *City Attorney*

1/27/21  
DATE

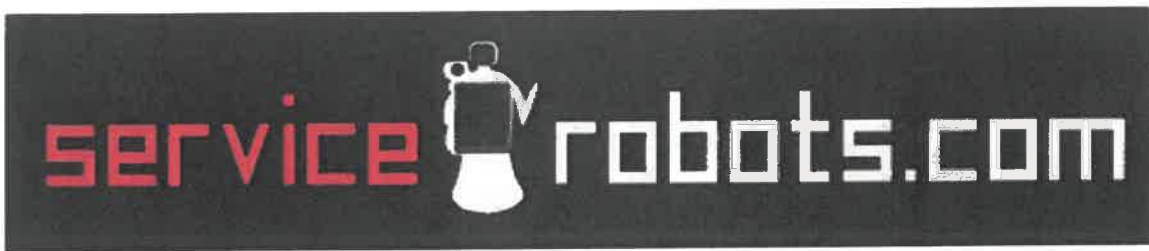
OFFICE OF THE CITY ATTORNEY  
1-27-21



# UV Light

***Research 2019***





## **UVC Light Unit**

**UVC Light has a clear record of success to reduce the bacteria, viruses, and other microorganisms' presence that can cause a threat to human health. It does so by stopping the threat from performing any cellular functions. In this regard, as the COVID-19 pandemic intensifies, there is a need to fight against this menace. Germicidal UV lamps are available to provide the required UV disinfection of coronavirus that is susceptible, thus helping in reduction of the same as well as stabilizing the spreads of the coronavirus. The UVC light can be used in the filtration system for the sole purpose of sanitization. The UVC light disinfects the infected surfaces thus reducing the spread of viruses from one person to another. The main usage for UVC Light is for medical sanitization as well as sterilization of work facilities.**

### **Types of UVC Light Disinfection lamps**

**There are various types of disinfection lamps that include:**

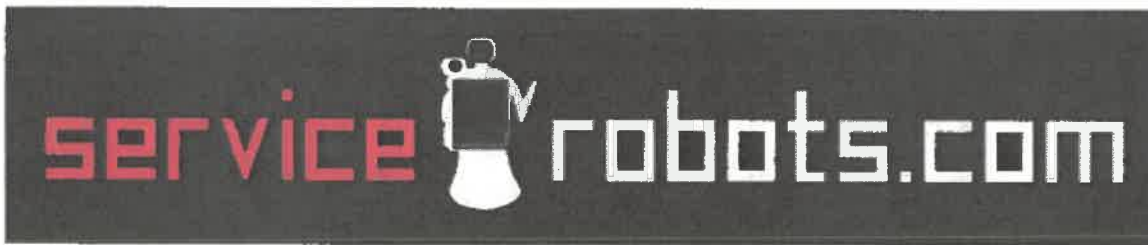
- **UVC Germicidal Units**

**These units are made to disinfect air and surfaces in empty rooms. It works best when used overnight for the best results.**

- **UVC Germicidal Hand Lamp**

**This device is a powerful-handheld lamp that is ideal in swift disinfection of equipment and surfaces with a high output of 254nm. It is a very effective unit that can be used worldwide without faultiness.**

- **UVC Decontamination Trolley**



**This is a mobile UVC unit that can be deployed in various rooms. This is so because of its portability nature which makes it more convenient to use. It has a coverage diameter that exceeds 2.5 meters. The unit takes effect while on use in an approximate 10 minutes after application. In most cases, the unit is operated through the use of tablets, thus making it easy to use.**

#### **Areas suitable for UVC Light application**

**The unit can be used in various areas that include:**

- ❖ **Consumer places**

**These include areas like dining halls, cinemas, hotels and shopping malls.**

- ❖ **Enterprises**

**These include workshops, offices, as well as pharmaceutical laboratories and factories.**

- ❖ **Medical institutions**

**These include areas like operating room, isolation ward and waiting areas.**

- ❖ **Residential areas**

**These include areas like the community services centres as well as public facilities.**

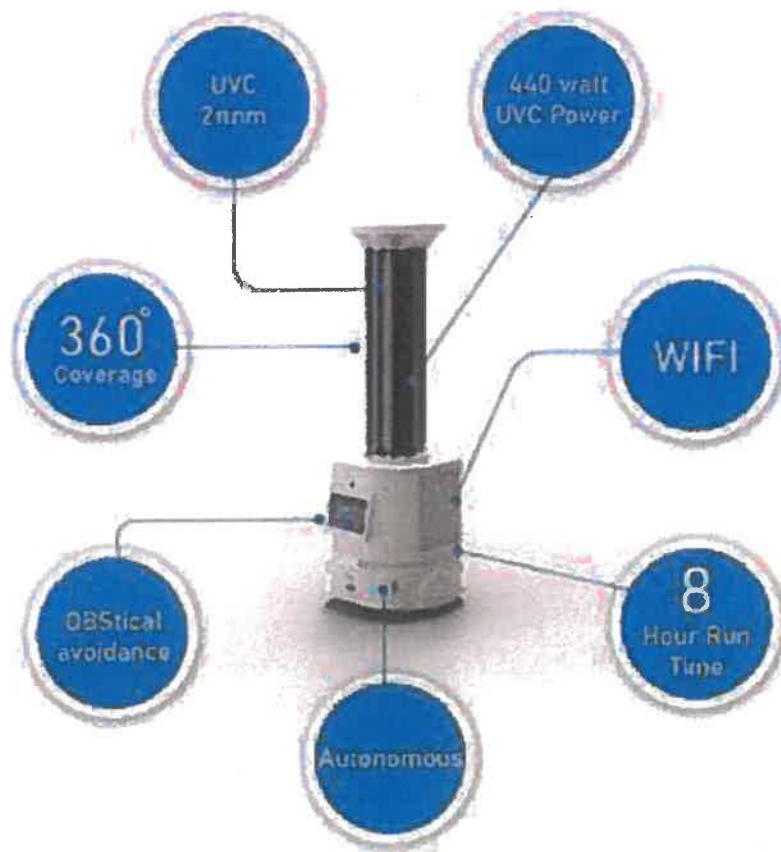
- ❖ **Administrative organizations**

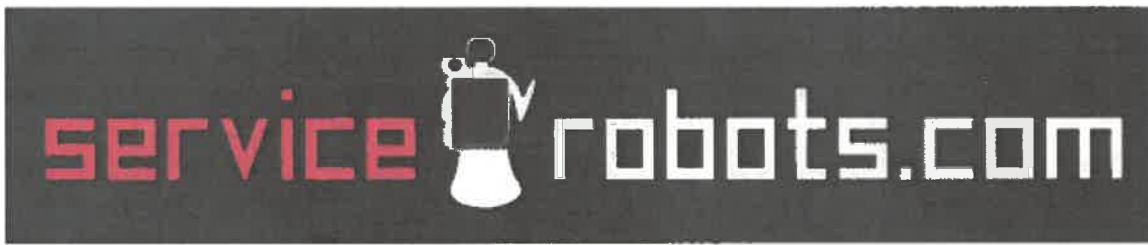
**These include areas like courtrooms, traffic management bureau as well as prisons.**

- ❖ **Transportation hubs**

**These include areas like railway stations, subway stations, airports, and bus stations.**

## UVC VIRUS DISINFECTION





**Table 1: Summary of UV light studies on Coronaviruses**

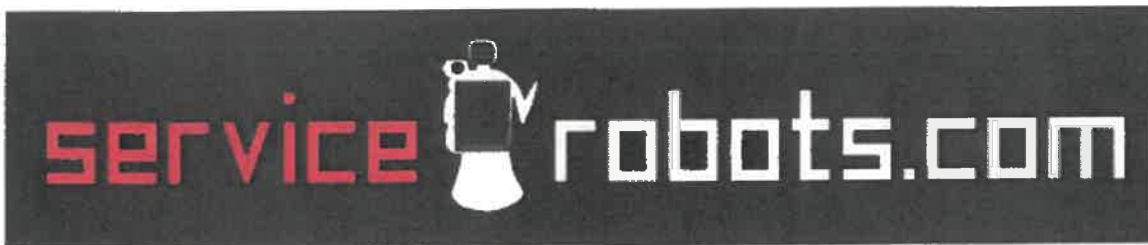
Microbe	D90 dose (exposure) required	Source
Coronavirus	7 J/m <sup>2</sup>	Walker 2007
Berne virus (Coronaviridae)	7 J/m <sup>2</sup>	Weiss 1986
Murine Coronavirus (MHV)	15 J/m <sup>2</sup>	Hirano 1978
Canine Coronavirus (CCV)	29 J/m <sup>2</sup>	Saknimit 1988
Murine Coronavirus (MHV)	29 J/m <sup>2</sup>	Saknimit 1988
SARS Coronavirus CoV-P9	40 J/m <sup>2</sup>	Duan 2003
Murine Coronavirus (MHV)	103 J/m <sup>2</sup>	Liu 2003
SARS Coronavirus (Hanoi)	134 J/m <sup>2</sup>	Kariwa 2004
SARS Coronavirus (Urbani)	241 J/m <sup>2</sup>	Darnell 2004
Average	67 J/m <sup>2</sup>	

“Table 1 above summarises the results of studies that have been performed on Coronaviruses under ultraviolet light exposure, with the specific species indicated in each case. The D90 value indicates the ultraviolet dose for 90% inactivation.

Although there is a wide range of variation in the D90 values, this is typical of laboratory studies on ultraviolet susceptibility. The range of D90 values for coronaviruses is 7-241 J/m<sup>2</sup> the mean of which is 67 J/m<sup>2</sup>, should adequately represent the ultraviolet susceptibility of the SARS-CoV-2 (COVID-19) virus.”

By using this exposure data, and comparing the UV light irradiance measurements from our UV disinfection lamps and systems, we can easily calculate the exposure times required to achieve a particular log reduction based at specified distances from the source.





#### **Advantages of UVC Light**

- ❖ It is safe to use
- ❖ Its torches have comprehensive safety and health guidance for usage
- ❖ Its UV torch is reliable
- ❖ Its UV treatment is favorable as compared to other disinfectants in terms of labor, costs, and technicality in operation.
- ❖ It is rapid in operation as compared to other disinfectants.

#### **Disadvantages of UVC Light**

- ❖ It can irritate when exposed to eyes and skin.
- ❖ It requires its torch to have UV irradiance level that is relatively high.
- ❖ One must adhere to the required wavelength of 365nm while using it

#### **Safety**

It is imperative to note that UVC Light may cause acute harm to users' skin and eyes, thus the need to wear UV face shield as well as protective clothing and gloves. This will help the user to not be in contact with the unit. Skin exposure to UV Light germicidal wavelengths can lead to rapid sunburn as well as skin cancer. Besides, when one exposes his or her eyes to UV radiation, it can cause painful inflammation of the cornea and this can lead to permanent or temporary vision impairment that can result to blindness due to retina damage.

Tony Gines  
601-955-5008  
[ultraviolet.cde.sanitation@gmail.com](mailto:ultraviolet.cde.sanitation@gmail.com)



View Business Proposal

PDF

Decline

Accept

# **BUSINESS PROPOSAL**

## **City of Jackson Mississippi**

**Prepared By:**

**Tony Gines**

**January 12, 2021**

## INTRODUCTION

Dear Mayor Chokwe Lumumba,

Thank you for taking the time on several weeks ago to speak with us. We know that your office as well as other offices have been extremely busy trying to find the right solution to eradicate the COVID-19 pandemic. We are therefor please to propose a cost effective solution that we believe will minimize your in-house burden.

## ABOUT US

As I explained when we met, we are specialists in the ultraviolet-c sanitation and sterilization services in all sectors of the market such as business, municipalities, hospitals, schools and colleges. Uvc technology has been around for over a 100 years and has 1000s of clinical data behind its technology. Uvc is the fastest, safest and most cost effective way to kill and stop any virus, bacteria, staph, MRSA, and C-diff from replication and mutation on the market and can do it chemical free. It also allows one to return back to its work, office or home place immediately. We pride ourselves in providing our clients with a professional service and product, guaranteed safe, and the highest level of confidence.

## SCOPE OF WORK

We are the only uvc technology company that carries products that will meet all of your safe space solutions. We are equipped with UVC robots, UVC stationary units, UVC wands guns for touch points, UVC drones and UVC mask. We are your only one-stop-shop for all of your UVC needs.

Attached you will see prices for those products you requested:

- UVC stationary unit
- UVC wand gun
- UVC mask

## FEE SUMMARY

Description	Amount
UVC Stationary 850MR motion sensor unit	35000.00
<b>Total Amount</b>	<b>35000.00</b>

## **CUSTOMER SIGNATURE**

.....

**Tony Gines**

.....

**City of Jackson Mississippi**

Ultraviolet CDE Sanitation and Technology LLC  
 Tony Gines  
 1888 Main St  
 Madison MS 39110



City of Jackson Mississippi  
 219 S President Street  
 Jackson, Ms 39110

**INVOICE**

**Invoice #** 0000028  
**Invoice Date** 01/12/2021  
**Due Date** 01/12/2021

Item	Description	Unit Price	Quantity	Amount
Product	Uvc 850 MR Max	35000.00	1.00	35,000.00
<b>Subtotal</b>				35,000.00
<b>Total</b>				35,000.00
<b>Amount Paid</b>				0.00
<b>Balance Due</b>				\$35,000.00



OFFICE OF THE CITY ATTORNEY  
12/2/21  
JAK

**ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2021 MUNICIPAL ELECTIONS.**

**WHEREAS**, the City of Jackson, Mississippi (“City of Jackson”), must conduct municipal elections to elect the Mayor and Council Members for each respective Ward; and

**WHEREAS**, the City Clerk and Municipal Election Commissioners are preparing for said elections; and

**WHEREAS**, the dates of the 2021 Municipal Election are as follows: Primary Election – April 6, 2021; Run-off Election – April 27, 2021; and General Election – June 8, 2021; and

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

**WHEREAS**, Election Systems & Software (“ES&S”) has proposed to provide the following support services: delivery and pick up of DS200 voting machines and Auto Mark Voter Assist Terminal UADA Devise, and other related equipment to municipal precincts, election technical support for voting equipment, election definition coding and support, delivery and pick up of all equipment, and ballot printing and supplies, if applicable; for the 2021 Municipal Election as specified above; and

**WHEREAS**, ES&S will provide said services, excluding ballot printing and supplies, in an amount not to exceed One Hundred Thirty-One Thousand, Six Hundred Ten Dollars (\$131,610.00).

**IT IS, THEREFORE, ORDERED** that the Mayor is hereby authorized to execute an agreement with ES&S to provide technical support and related services to the City of Jackson, excluding ballot printing and supplies, at a cost not to exceed One Hundred Thirty-One Thousand, Six Hundred Ten Dollars (\$131,610.00).

Agenda Item: 25  
Date: February 2, 2021  
By: (A. Harris, Lumumba)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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**This ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2021 MUNICIPAL ELECTIONS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard, City Attorney**  
*/s/ Monica Allen, Special Assistant*

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
11/26/21



**ELECTION SYSTEMS & SOFTWARE, LLC  
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

**BETWEEN:** ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

**AND:** CITY OF JACKSON, MISSISSIPPI ("Customer")

**RECITALS:**

A. Customer has agreed to purchase certain election-related services from ES&S for use in the **City of Jackson, Mississippi** (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

- Exhibit A (Summary of Services)
- Exhibit B (Election Support Services)
- Exhibit C (Software License Terms)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Mississippi**.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.
- Acknowledges that no Customer purchase order is required to enable timely and complete payment for the Services contained in this Agreement.

ELECTION SYSTEMS & SOFTWARE, LLC  
1208 John Galt Boulevard  
Omaha, NE 68137  
Fax No.: 402-970-1291

CITY OF JACKSON, MISSISSIPPI  
P.O. Box 17 - 219 S. President Street  
Jackson, MS 39205  
Fax No.: 601-960-1032

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibit B attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit.

6. **Term; Termination.** This Agreement shall be in effect for the period as set forth on Exhibit B (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this

Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

**EXHIBIT A  
SUMMARY OF SERVICES**

<b>Sale Summary:</b>	
<b>Description</b>	<b>Refer to</b>
Election Support Services	Exhibit B
<b>Terms &amp; Conditions:</b>	
<b>Note 1:</b> State and local taxes are not applicable as the Customer is a tax-exempt entity.	
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b> Election Support Services will be invoiced as Services are provided.  Invoices are due Forty-Five (45) Calendar Days from invoice date	

**EXHIBIT B  
ELECTION SUPPORT SERVICES**

1. **Term.** The timeframes for services described herein (the "Term") shall be provided for the following elections (the "Elections"):

**April 6, 2021 Primary Election**

2. **Services.** The election support services to be provided by ES&S and total fees are described below.

<b>Qty</b>	<b>Election Services</b>	<b>Unit Price</b>	<b>Total</b>
3	Project Management Day	\$898.00	\$2,694.00
25	Election Technical Support - In-State	\$898.00	\$22,450.00
X	ElectionWare Election Definition Coding and Support	\$5,851.00	\$5,851.00
X	Transportation of Machines to Polls	\$10,690.00	\$10,690.00
	<b>Total:</b>		<b>\$41,685.00</b>

<b>Qty</b>	<b>Ballot Printing Services</b>	<b>Unit Price</b>	<b>Total</b>
TBD	Ballot Printing (freight will be invoiced separately)	\$0.31	TBD
1	Ballot on Demand with Laptop Rental and Pre-Election Set up Fee – Includes 4,000 sheets of blank stock	\$2,185.00	\$2,185.00
	<b>Total:</b>		<b>\$2,185.00</b>

**April 27, 2021 Primary Runoff Election**

<b>Qty</b>	<b>Election Services</b>	<b>Unit Price</b>	<b>Total</b>
3	Project Management Day	\$898.00	\$2,694.00
25	Election Technical Support - In-State	\$898.00	\$22,450.00
X	ElectionWare Election Definition Coding and Support	\$5,851.00	\$5,851.00
X	Transportation of Machines to Polls	\$10,690.00	\$10,690.00
	<b>Total:</b>		<b>\$41,685.00</b>

<b>Qty</b>	<b>Ballot Printing Services</b>	<b>Unit Price</b>	<b>Total</b>
TBD	Ballot Printing (freight will be invoiced separately)	\$0.31	TBD

Qty	Ballot Printing Services	Unit Price	Total
1	Ballot on Demand with Laptop Rental and Pre-Election Set up Fee – Includes 4,000 sheets of blank stock	\$2,185.00	\$2,185.00

<b>Total:</b>			<b>\$2,185.00</b>
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<b>June 8, 2021 General Election</b>
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Qty	Election Services	Unit Price	Total
3	Project Management Day	\$898.00	\$2,694.00
25	Election Technical Support - In-State	\$898.00	\$22,450.00
X	ElectionWare Election Definition Coding and Support	\$5,851.00	\$5,851.00
X	Transportation of Machines to Polls	\$10,690.00	\$10,690.00
<b>Total:</b>			<b>\$41,685.00</b>

Qty	Ballot Printing Services	Unit Price	Total
TBD	Ballot Printing (freight will be invoiced separately)	\$0.31	TBD
1	Ballot on Demand with Laptop Rental and Pre-Election Set up Fee – Includes 4,000 sheets of blank stock	\$2,185.00	\$2,185.00
<b>Total:</b>			<b>\$2,185.00</b>

Consumables	Unit Price	Total
All Consumable Items	Based on Consumable Item	TBD

Any additional services not set forth herein requested by the Customer shall be billed to the Customer at ES&S' then current rates.

**EXHIBIT C  
SOFTWARE LICENSE TERMS**

1. a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses to use the ES&S Software described on Exhibit B and related operating instructions, manuals and other ES&S provided information (collectively, "Documentation") supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 1 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **Term of Licenses.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for Term of the Agreement ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE SET FORTH HEREIN, ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.





OFFICE OF THE CITY ATTORNEY  
-Wax 1/25/2021

**ORDER AUTHORIZING THE ACCEPTANCE OF FUNDING, IMPLEMENTATION, AND ACTIVATION OF A KEITH HARING OUTDOOR FITNESS COURT® TO THE CITY OF JACKSON, MISSISSIPPI, AS PART OF THE 2021 NATIONAL FITNESS CAMPAIGN**

**WHEREAS**, the Greater Jackson Arts Council (GJAC) submitted a License Application to National Fitness Campaign (NFC) for participation in the 2021 Arts & Culture Series initiative to fund, install and activate a Keith Haring Outdoor Fitness Court® in the City of Jackson, Mississippi ("City of Jackson"), and has been selected as one of 10 participating cities across the country; and

**WHEREAS**, the Greater Jackson Arts Council (GJAC) will provide a local match in an amount approved by the National Fitness Campaign (NFC) Grants Committee, to promote and implement a free-to-the-public outdoor Fitness Court® in the City of Jackson featuring licensed Keith Haring art, at no cost to the City of Jackson; and

**WHEREAS**, the Greater Jackson Arts Council (GJAC) will secure supplemental funding as needed through community sponsors and local funding sources, which will be made available and committed to this program to fulfill funding requirements for requisition of the outdoor Keith Haring Fitness Court®; and

**WHEREAS**, the Greater Jackson Arts Council (GJAC) will commit to construction and launch of the outdoor Keith Haring Fitness Court® in the City of Jackson by the end of the 2021 calendar year; and

**WHEREAS**, the governing authorities of the City of Jackson believe the Keith Haring Fitness Court® program will encourage healthy lifestyles, highlight the City of Jackson's commitment to arts and culture and earn local and national recognition for the city as a leader in providing access to Healthy Infrastructure®.

**NOW THEREFORE, BE IT ORDERED** that the governing authorities of the City of Jackson, Mississippi do hereby authorize the City to collaborate with NFC and accept the funding, implementation, and activation of a Keith Haring Outdoor Fitness Court® making fitness free to its community, residents, and visitors.

Agenda Item 26  
February 2, 2021  
(Harris, Lumumba)

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

**01-21-21**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1.	<b>Brief Description/Purpose</b>	This is an Order authorizing a resolution to adopt a partnership with the Greater Jackson Arts Council (GJAC) to bring the Keith Haring Outdoor Fitness Court® to the City of Jackson, Department Of Parks and Recreation, as part of the 2021 National Fitness Campaign.							
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life							
3.	<b>Who will be affected</b>	Jackson, MS Park patrons utilizing the outdoor Keith Haring Fitness Court.							
4.	<b>Benefits</b>	Promotes and implements a free-to-the-public outdoor Fitness Court® featuring licensed Keith Haring art, for all to enjoy.							
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.							
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	T.B.D.  No							
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Greater Jackson Arts Council (GJAC) and the Department of Parks and Recreation.							
8.	<b>COST</b>	No cost to the City of Jackson.							
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A							
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>

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



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

# Memo

**TO:** The Honorable Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** January 21, 2021  
**RE:** Greater Jackson Arts Council (GJAC)

---

This is an order authorizing a resolution to adopt a partnership to bring the Keith Haring Outdoor Fitness Court® to the City of Jackson, Department Of Parks and Recreation, as part of the 2021 National Fitness Campaign.

The Department of Parks and Recreation believes the Keith Haring Fitness Court® program will encourage healthy lifestyles, highlight the City of Jackson's commitment to arts and culture and earn local and national recognition for the city as a leader in providing access to Healthy Infrastructure®, and should be honored.

Thank you.

IBHjr/pb

Office of the City Attorney

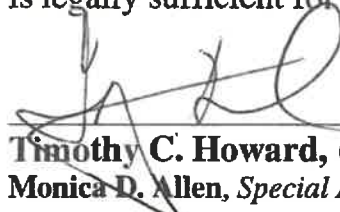
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
11/24/21  
MWA

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE ACCEPTANCE OF FUNDING, IMPLEMENTATION, AND ACTIVATION OF A KEITH HARING OUTDOOR FITNESS COURT® TO THE CITY OF JACKSON, MISSISSIPPI, AS PART OF THE 2021 NATIONAL FITNESS CAMPAIGN is legally sufficient for placement in NOVUS Agenda.



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



\_\_\_\_\_  
11/24/21  
Date

[CITY LETTERHEAD]

[CITY NAME]

**RESOLUTION TO ADOPT A PARTNERSHIP TO BRING THE KEITH HARING OUTDOOR FITNESS COURT® TO JACKSON AS PART OF THE 2021 NATIONAL FITNESS CAMPAIGN**

[RESOLUTION NUMBER]

At a meeting of the [City Council/Township Board] held on [DATE] wherein the following action was taken:

WHEREAS, the [CITY NAME] has submitted a License Application to National Fitness Campaign (NFC) for participation in the 2021 Arts & Culture Series initiative to fund, install and activate a Keith Haring outdoor Fitness Court® and has been selected for participation as one of 10 cities selected across the country, and;

WHEREAS, the [CITY NAME] will provide a local match in the amount of [Match Amount Approved by NFC Grants Committee] to promote and implement a free-to-the-public outdoor Fitness Court® featuring licensed Keith Haring art, and;

WHEREAS, the [CITY NAME] will secure supplemental funding as needed through community sponsors and local funding sources, which will be made available and committed to this program to fulfill funding requirements for requisition the outdoor Keith Haring Fitness Court®, and;

WHEREAS, the [CITY NAME] will commit to construction and launch of the outdoor Keith Haring Fitness Court® by the end of the 2021 calendar year, and;

WHEREAS, the [City Council/Township Board] believes the Keith Haring Fitness Court® program will encourage healthy lifestyles, highlight [CITY NAME]'s commitment to arts and culture and earn local and national recognition for the city as a leader in providing access to Healthy Infrastructure®.

**NOW THEREFORE:**

BE IT RESOLVED, that the [City Council/Township Board] will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.

[Sign, Date]



OFFICE OF THE CITY ATTORNEY  
J. Owen  
L. Mumba

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE AGREEMENT OR MOU WITH MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO FOR THE ADMINISTERING OF THE CANDIDATE PHYSICAL AGILITY TEST (CPAT)**

**WHEREAS**, Section 45-11-253 of the Mississippi Code gives the Mississippi Fire Personnel and Minimum Standards Board the authority to establish minimum training standards for fire personnel and certify such persons as being qualified; and

**WHEREAS**, the Mississippi Fire Personnel and Minimum Standards Board has promulgated training standards for fire personnel and has also established regulations requiring candidates to meet minimum physical requirements prior to enrolling in a Firefighter I or Firefighter II training course; and

**WHEREAS**, the Mississippi Fire Personnel and Minimum Standards Board utilizes the Candidate Physical Agility Test (CPAT) to determine whether a candidate meets the minimum physical requirements; and

**WHEREAS**, the Jackson Fire Department has recruited candidates for a firefighter training class and finds it necessary to enter into a service agreement or MOU with the Mississippi State Fire Academy to administer the CPAT;

**WHEREAS**, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding or Service Agreement for administering the CPAT to the candidates it has recruited for a firefighter training class; and

**WHEREAS**, the date scheduled for the CPAT testing is February 18, 2021; and

**WHEREAS**, the essential terms of the MOU provide that the CPAT will be administered to a minimum of 14 candidates at a cost of \$40.00 for each candidate; and

**WHEREAS**, in addition to the \$40.00 fee for each candidate, there is a charge of \$340.00 for the instructor; and

**WHEREAS**, there is no maximum number of candidates who can be tested; and

**WHEREAS**, based on the minimum number of candidates and the cost of the instructor, the total cost for the CPAT administration is \$900.00; and

**WHEREAS**, the best interest of the public health, safety, and welfare would be served by authorizing the Mayor to execute the MOU or Service Agreement with the Mississippi State Fire Academy and authorizing payment of the fees for the CPAT administration;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute an MOU or Service Agreement with the Mississippi State Fire Academy to administer the CPAT test on February 18, 2021 for the firefighter candidates recruited.

Agenda Item #27  
Agenda Date: February 2, 2021  
(OWENS, LUMUMBA)

**IT IS HEREBY ORDERED** that a sum not exceeding \$900.00 may be paid to the Mississippi State Fire Academy for the giving of the CPAT test to the Jackson Fire Department's recruits.

Item No. \_\_\_\_\_

Agenda Date: \_\_\_\_\_

By: Lumumba, Owens



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

**January 21, 2021**  
DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE CANDIDATE PHYSICAL ABILITY TEST (CPAT) TO JACKSON FIRE DEPARTMENT ON FEBRUARY 18, 2021. (ALL WARDS) (OWENS, LUMUMBA)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Citizens of Jackson and the Metro Area
4.	<b>Benefits</b>	To provide exceptional emergency response to citizens and visitors
5.	<b>Schedule (beginning date)</b>	After Council Approval
6.	<b>Location:</b> • WARD  • CITYWIDE (yes or no) (area)  • Project limits if applicable	ALL WARDS  CITY WIDE
7.	<b>Action implemented by:</b> • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Jackson Fire Department
8.	<b>COST</b>	
9.	<b>Source of Funding</b> • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___    no ___      N/A ___ AABE _____%      WAIVER    yes ___    no ___      N/A ___ WBE _____%      WAIVER    yes ___    no ___      N/A ___ HBE _____%      WAIVER    yes ___    no ___      N/A ___ NABE _____%      WAIVER    yes ___    no ___      N/A ___

## **MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** January 21, 2021  
**Re:** Mississippi State Fire Academy is to Conduct CPAT

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The Mississippi State Fire Academy will conduct a CPAT Course for new recruits. Academy staff is to provide testing for the Jackson Fire Department on February 18, 2021.

The service fee is \$340.00 and \$40.00 per student. There are a minimum number of 14 and a maximum number of 0.

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

WO/kb

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY TO PROVIDE CANDIDATE PHYSICAL AGILITY TEST (CPAT)** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *[Signature]* DATE *7/25/21*



Erica Wynn  
Executive Director

# STATE FIRE ACADEMY

Division of Mississipp Department of Insurance  
Fire Academy U.S.A.  
Jackson, Mississippi 39208-9600  
Phone: (601) 932-2444



Mike Clancy  
Insurance Commissioner

## Memorandum of Understanding (Rev. 9/2019)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Jackson FD  
Address: 555 S West St.  
City, State Zip: Jackson, MS. 39201  
Phone:  
Fax: 601-960-2076  
Federal ID Number:  
Contact Person/Title: Mayor Chuckwe Antar Lumumba  
Email Address: bjohnson@city.jackson.ms.gov

1. DATE(S) OF SERVICE: February 18, 2021

2. LOCATION FOR SERVICE TO BE PERFORMED: MSFA

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER Mississippi State Fire Academy (MSFA) shall provide the course CPAT. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations. Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: 14 Maximum Number: \_\_\_\_\_

5. SERVICE FEE: \$340.00 Total Cost: \$900.00 And/or Cost Per Student: \$40.00

**Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.**

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order

**Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.**

If on Academy campus Monday through Thursday, are meals to be provided:  Yes  No If Yes, indicate which meals are provided:  
Breakfast served 6:30 a.m. to 7:15 a.m Lunch served 11:30 a.m. to 12:45 p.m

If on Academy campus Monday through Thursday, are dorm beds requested:  Yes \_\_\_\_\_ # of Beds  No

Note An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

**6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:**

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

**7. INSURANCE:**

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

**8. GOVERNING LAW:**

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

**9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:**

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

**10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:**

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**PARTIES IN AGREEMENT:**

Mississippi State Fire Academy  
Authorized Personnel: Terry Wages, Executive Director  
Authorized Personnel: Paul Ammerman, Admin, Svcs.  
Daniel Cross, Instructional Svcs.

Customer: Jackson FD  
Authorized Personnel:  
Title: Mayor  
Authorized Personnel: Chuckwe Antar Lumumba

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Optional Signature/Date:

Academy Contact Regarding this Agreement:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

\_\_\_\_\_  
Telephone: 601-932.2444  
Email: \_\_\_\_\_

\_\_\_\_\_  
Customer Invoicing/Billing Address  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

Please email to [lyl@statefire.ms.gov](mailto:lyl@statefire.ms.gov), fax to 601-932-2819, or mail the original signature document to the Fire Academy at the following address  
Mississippi State Fire Academy  
#1 Fire Academy USA Jackson MS 39208-9600



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 450i COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT TRAINING DIVISION.**

OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI

**WHEREAS**, the City of Jackson, Mississippi, desires to enter into a 48-month rental agreement for a Konica Minolta Bizhub 450i Copier/Printer to be housed in the Jackson Fire Department, Training Division; and

**WHEREAS**, Advantage Business System, provides through, state contract 8200038146, a Konica Minolta Bizhub 450i Copier/Printer;

**WHEREAS the substantive provisions of the contract are:**

3.0. Advantage Business Systems agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer

4.0. While in transit, Advantage Business Systems shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5B. At the time of delivery and during the period Advantage Business System is responsible for maintenance of the equipment, the equipment installation site must conform to Advantage Business Systems published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

6.0. The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

10A. If Advantage Business Systems is responsible for providing equipment services, maintenance services (except for time and materials), or warranty service: (1) Advantage Business Systems shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts and the property of Advantage Business Systems, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours.

(4) If applicable, Customer will permit Advantage Business Systems to install, at no cost to Customer, all retrofits designated by Advantage Business Systems as mandatory or which are designed to insure accuracy of meters.

10B. The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Advantage Business Systems. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Advantage Business Systems; causes other than ordinary use; electrical, or electronic or Interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Advantage Business Systems provides, at the request of the Customer, any of these services noted above, the Customer may be billed by Advantage Business at a rate not to exceed the Master State Pries Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

23.0. This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach

Agenda Item #28  
Agenda Date: February 2, 2021  
(OWNES, LUMUMBA)

continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24.0. It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance of material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damages, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

26.0. Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions shall perform the functions indicated by the specifications and documented literature. Advantage Business Systems may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

28.0. Advantage Business Systems must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Advantage Business Systems will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

**IT IS HEREBY ORDERED**, that the Mayor be authorized to execute the necessary documents with Advantage Business Systems, providing for a 48-month rental of a Konica Minolta Bizhub 450i Copier/Printer, at a cost of \$149.00 per month and \$0.0075 per b/w page, which includes, all toner, parts, drums, labor, & service calls.

**IT IS FURTHER ORDERED** that payment for said rental be made from the General Fund.

Item No. \_\_\_\_\_

Agenda Date: \_\_\_\_\_

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

APPROVED BY THE MAYOR  
*[Signature]*



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET    December 21, 2020**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 450i COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT TRAINING DIVISION.</b>
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	CHANGES IN CITY GOVERNMENT ECONOMIC DEVELOPMENT QUALITY OF LIFE
3.	<b>Who will be affected</b>	Citizens of Jackson and the Metro Area
4.	<b>Benefits</b>	To enhance efficiency and work productivity
5.	<b>Schedule (beginning date)</b>	Delivery upon Council Approval
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no)</b> <b>(area)</b>  <b>Project limits if applicable</b>	Materials copied will be used throughout the City of Jackson and Metro Area
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	JACKSON FIRE DEPARTMENT, TRAINING ACADEMY
8.	<b>COST</b>	48 months rental @ \$149.00 monthly (B/W @ \$0.0075 per page)
9.	<b>Source of Funding</b> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>	001.441.40.6514

## MEMORANDUM

**TO:** Chokwe A Lumumba, Mayor  
**FROM:** Willie Owens, Fire Chief  
**DATE:** December 09, 2020  
**RE:** Request for Copier Rental

---

The Fire Training Division of the Jackson Fire Department copier contract is about to expire on their current copier; therefore, we are requesting an upgrade of the current machine. This upgrade will be both cost efficient and work productive in this division. We have decided to use Advantage Business Systems who has provided us with most the affordable price. The lease option is 48-months @ \$149.00 per month which includes the upgrade to Bizhub Copier/Printer. Maintenance support covers all labor, parts, toner, developer & drums, @ \$0.0075 per b/w page.

Your approval is requested and if you have questions, please let us know.

Attachments

WO/ae

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  
JAN 25 2021  
12:05 PM

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 450i COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT TRAINING DIVISION** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney  DATE 1/25/21



*[Handwritten signature]*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)**

**WHEREAS**, the City of Jackson Fire Department will begin a recruit training class in January 2021; and;

**WHEREAS**, the City of Jackson Fire Department provides some training to recruits and other training is conducted by the Mississippi State Fire Academy; and

**WHEREAS**, the Mississippi State Fire Minimum Standards Board was authorized to promulgate regulations establishing minimum educational and training standards, and the process for certifying fire personnel in the State of Mississippi; and

**WHEREAS**, regulations of the Mississippi State Minimum Standards Board require the completion of the NFPA 1072 F by all candidates prior to entering into an approved Firefighter I and II training program; and

**WHEREAS**, the regulations further require that the NFPA 1072 F be administered at the Mississippi State Fire Academy or through a field delivery program; and

**WHEREAS**, the anticipated date for commencement of the field delivery program is February 8 - 19, 2021; and

**WHEREAS**, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding related to the candidates it is recommending for participation in the field delivery program with provisions as follows:

**(1)** The location of the field delivery program will be the Jackson Fire Department Training Facility; and

**(2)** The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter NFPA 1072 F course and a complete package to manage delivery of the course; and

**(3) Books will not** be included in the materials furnished the City of Jackson Fire Department, and the City of Jackson is responsible for purchasing any required books from the textbook publisher; and

**(4)** All documents and curriculum furnished the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and

Agenda Item #29  
Agenda Date: February 2, 2021  
(OWENS, LUMUMBA)

(5) The Mississippi State Fire Academy will approve and administer all written and skill examinations; and

(6) Certificates will be issued upon the successful completion of the course; and

(7) The minimum number of candidates has been established as none (0) due to COVID and the maximum number of candidates for the field delivery course is 15 (exceeded due to COVID); and

(8) There is no charge (GRANT FUNDED);

**WHEREAS**, the best interest of the public health, safety, and welfare would be served by authorizing the Mayor to execute the MOU with the Mississippi State Fire Academy

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the MOU with the Mississippi State Fire Academy for the delivery course anticipated to commence on February 8-19, 2021;

Item No. \_\_\_\_\_

Agenda Date: \_\_\_\_\_

By: Lumumba, Owens

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

**December 15, 2020**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life					
3.	<b>Who will be affected</b>	Citizens of Jackson and the Metro Area					
4.	<b>Benefits</b>	To provide exceptional emergency response to citizens and visitors					
5.	<b>Schedule (beginning date)</b>	After Council Approval					
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	ALL WARDS  CITY WIDE					
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Fire Department					
8.	<b>COST</b>						
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GRANT FUNDED					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		AABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		WBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		HBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		NABE	_____ %	WAIVER	yes ___	no ___	N/A ___

## MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor City of Jackson

FR: Willie Owens, Fire Department Chief

DA: December 15, 2020

RE: MOU with MSFA to conduct NFPA 1072 F Course

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The Mississippi State Fire Academy will conduct an NFPA 1072 F Course for new recruits. The MSFA staff will provide testing to the Jackson Fire Department starting February 8-19, 2021.

The service fee is \$0.00 (Grant Funded). The maximum number of students is 15 (exceeded due to COVID-19).

WO/kb



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY TO PROVIDE SERVICES ASSOCIATED WITH NFPA 1072 F COURSE** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney  DATE 1/25/2021



Terry Wages  
Executive Director

# STATE FIRE ACADEMY

Division of Mississippi Department of Insurance  
1 Fire Academy U.S.A.  
Jackson, Mississippi 39208-9600  
Phone: (601) 932-2444



Mike Chaney  
Insurance Commissioner

## Memorandum of Understanding (Rev. 9/2019)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

**Customer Name:** Jackson Fire Department  
**Address:** 555 S. West Street  
**City, State Zip:** Jackson, MS 39201  
**Phone:** 601-961-1523  
**Fax:** 601-960-2076  
**Federal ID Number:** \_\_\_\_\_  
**Contact Person/Title:** Billy Johnson / Chief of Training  
**Email Address:** bjohnson@city.jackson.ms.us

1. **DATE(S) OF SERVICE:** February 8 - 18, 2021

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Jackson Fire Department Training Facility

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course NEPA 1072 F. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: currently removed due to COVID Maximum Number: 16 (exceeded due to COVID)

5. **SERVICE FEE:** Total Cost: No Charge (grant funded) And/or Cost Per Student:

Jackson FD 14 - Students

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided:  Yes  No If Yes, indicate which meals are provided:  
\_\_\_\_ Breakfast served 6:30 a.m. to 7:15 a.m. \_\_\_\_\_ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested:  Yes \_\_\_\_\_ # of Beds  No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

**6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:**

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

**7. INSURANCE:**

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

**8. GOVERNING LAW:**

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

**9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:**

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

**10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:**

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**PARTIES IN AGREEMENT:**

Mississippi State Fire Academy  
Authorized Personnel: Terry Wages, Executive Director  
Authorized Personnel: Paul Ammerman, Admn. Svcs.  
Daniel Cross, Instructional Svcs.

Customer: Jackson Fire Department  
Authorized Personnel: Chokwe Lumumba  
Title: Mayor, City of Jackson  
Authorized Personnel:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Optional Signature/Date:

Academy Contact Regarding this Agreement:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

\_\_\_\_\_  
Telephone:  
Email:

\_\_\_\_\_  
Customer Invoicing/Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contact Name:  
Contact Phone Number: \_\_\_\_\_

Please email to [llyler@msfa.ms.gov](mailto:llyler@msfa.ms.gov), fax to 601-932-2819, or mail the original signature document to the Fire Academy at the following address:  
Mississippi State Fire Academy  
#1 Fire Academy USA Jackson MS 39208-9600



OFFICE OF THE CITY ATTORNEY  
12/29/20

**ORDER ACCEPTING THE BID OF W.E. BLAIN & SONS, INC. FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015)LPA/108077-701000, CITY PROJECT NUMBER 19B4011 (WARD 2&3)**

**WHEREAS**, on November 10, 2020, the City of Jackson received four sealed bids for the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015)LPA/108077-701000, City Project Number 19B4011; and

**WHEREAS**, the bid received from W. E. Blain & Sons, Inc. in the amount of \$1,079,760.95, 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 W.E. Blain & Sons, Inc., as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of W.E. Blain & Sons, Inc., in the amount of \$1,079,760.95 is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Agenda Item #30  
Agenda Date: February 2, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**December 22, 2020**

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE BID OF W.E. BLAIN &amp; SONS, INC. FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015)LPA/108077-701000, CITY PROJECT NUMBER 19B4011 (WARD 2&amp;3)</b>																																																		
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 4, 6, and 7																																																		
3.	<b>Who will be affected</b>	Residents in Ward 2 & 3																																																		
4.	<b>Benefits</b>	Resurfacing of street and meeting ADA requirements																																																		
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT																																																		
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	State Street from Sheppard Road to Briarwood Drive (Wards 2&3)																																																		
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Public Works, Engineering Division																																																		
8.	<b>COST</b>	COJ 25% \$269,940.24 Fed 75% \$809,820.71																																																		
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input checked="" type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Fund 157-45190-6485 35 Million Infrastructure Bond																																																		
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>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>___</td> <td>X</td> </tr> <tr> <td>FBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</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>___</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>___</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	FBE	_____ %	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																																											
FBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																											
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																											
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																											

**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba

From: Dr. Charles Williams, Public Works Director/City Engineer

Date: December 7, 2020



**Background:**

Attached, you will find an item requesting for approval for the Mayor to enter into a contract with W.E. Blain & Sons, Inc., for the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015)LPA/108077-701000, City Project Number 19B4011. W. E. Blain & Sons, Inc., provided the lowest and best bid in the amount of \$1,079,760.95.

It is the recommendation of this office that W.E. Blain & Sons, Inc., is awarded the project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF W.E. BLAIN & SONS, INC. FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015)LPA/108077-701000, CITY PROJECT NUMBER 19B4011 (WARDS 2 & 3)** is legally sufficient for placement in NOVUS Agenda.

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

10/14/20  
DATE



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

Project Number: STP-6928-00(015) LPA/ 108077-701000  
Local Public Agency: Jackson, Mississippi  
Bid Opening: Tuesday, November 10, 2020

LPA Contact Person:

L. Quinn Braboy, P.E.  
Project Manager  
200 South President Street  
Jackson, MS 39205

Engineer/Consultant:

Greg Korb, P.E.  
EJES, Inc.  
405 Briarwood Dr, Suite 110  
Jackson, MS 39206

The City of Jackson received Four (4) bids for the above referenced project. The bid proposals have been examined and the apparent lowest responsive bidder is W.E. Blain & Sons with a total bid amount of \$ 1,079,760.95.

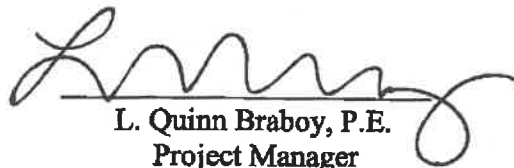
The Four (4) bids that were received on this project are as follows:

- |                         |                   |
|-------------------------|-------------------|
| 1. W.E Blain & Sons     | \$1,079,760.95    |
| 2. APAC, Mississippi    | \$1,139,605.55    |
| 3. Dickerson & Bowen    | \$1,154,185.45    |
| 4. AJ Construction Inc. | \$1,271,083.08 ** |

Based on the results of the bid tabulations, W.E Blain & Sons, was the lowest responsive bidder for the project. Their bid was 29.26% below the Engineer's Estimate for the total bid. The Engineer's Estimate is included with the bid tabulation.

\*\* Mathematical error on bid schedule of AJ Construction Inc., corrected number is shown in the bid tabulation.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

  
L. Quinn Braboy, P.E.  
Project Manager

  
Greg Korb, P.E.  
Project Engineer

Bid Date : November 29, 2020 3:30 pm

State Street Resurfacing Project Project No. STP-2020-041815/PA18077-70100  
City Project No. 1804011-891



ENGINEER'S ESTIMATE

W.E. Blain & Sons

APAC, Mississippi

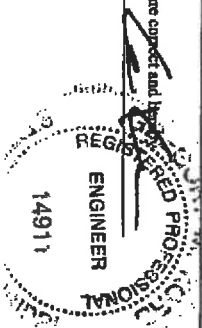
Dickerson & Bowen

AJ Construction Inc.

ITEM NUMBER	DESCRIPTION	APPROX. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	915	SY	\$12.00	\$10,980.00	\$6.00	\$5,490.00	\$25.00	\$22,875.00	\$25.00	\$22,875.00	\$25.00	\$22,875.00	\$27.50	\$25,162.50
202-B050	REMOVAL OF CONCRETE COMBINATION CURB AND GUTTER	275	LF	\$20.00	\$5,500.00	\$25.00	\$6,875.00	\$25.00	\$6,875.00	\$25.00	\$6,875.00	\$27.50	\$7,462.50	\$27.50	\$7,462.50
202-B081	REMOVAL OF CONCRETE SIDEWALKS AND DRIVEWAY, ALL DEPTHS	1,417	SY	\$20.00	\$28,340.00	\$18.00	\$25,506.00	\$18.00	\$25,506.00	\$18.00	\$25,506.00	\$19.80	\$28,056.60	\$19.80	\$28,056.60
225-A001	GRASSING	1.00	ACRE	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
225-C001	VEGETATIVE MATERIALS FOR MULCH	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
304-B001	3/4" and DOWN CRUSHED STONE BASE	982	TON	\$2.00	\$1,964.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
304-B002	SIZE 610 CRUSHED STONE BASE	982	TON	\$45.00	\$44,190.00	\$68.00	\$66,864.00	\$58.00	\$56,956.00	\$58.00	\$56,956.00	\$58.00	\$56,956.00	\$63.80	\$62,461.80
304-B003	SIZE 815B CRUSHED STONE BASE	9	TON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403-A001	12.5 MM. HT. ASPHALT PAVEMENT	4,337	TON	\$100.00	\$433,700.00	\$85.00	\$368,645.00	\$84.50	\$366,478.50	\$125.00	\$541,760.00	\$71.15	\$308,677.85	\$95.01	\$412,058.37
403-B002	12.5 MM. HT. ASPHALT PAVEMENT, LEVelling	350	TON	\$120.00	\$42,000.00	\$85.00	\$29,750.00	\$125.00	\$43,750.00	\$125.00	\$43,750.00	\$155.00	\$54,250.00	\$177.58	\$62,163.00
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	37,709	SY	\$6.00	\$226,254.00	\$2.25	\$84,845.25	\$2.00	\$75,418.00	\$3.00	\$113,127.00	\$2.51	\$94,848.89	\$2.51	\$94,848.89
407-A001	ASPHALT FOR TACK COAT	3,771	GAL	\$3.50	\$13,198.50	\$1.80	\$6,797.80	\$2.85	\$9,993.15	\$3.00	\$11,313.00	\$3.03	\$11,428.13	\$3.03	\$11,428.13
413-B001	SAWING AND SEALING TRANSVERSE JOINTS IN ASPHALT PAVEMENT	513	LF	\$5.00	\$2,565.00	\$6.00	\$3,078.00	\$5.00	\$2,565.00	\$5.00	\$2,565.00	\$5.73	\$2,939.49	\$5.73	\$2,939.49
503-C010	SAWCUT, FULL DEPTH	590	LF	\$5.00	\$2,950.00	\$10.60	\$6,195.00	\$10.50	\$6,195.00	\$10.60	\$6,195.00	\$11.55	\$6,814.50	\$11.55	\$6,814.50
606-B001	GUARD RAIL, TERMINAL END SECTION	1	EA	\$2,750.00	\$2,750.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
608-B001	CONCRETE SIDEWALK, W/ REINFORCEMENT	657	SY	\$60.00	\$39,420.00	\$80.00	\$52,560.00	\$80.00	\$52,560.00	\$80.00	\$52,560.00	\$86.00	\$56,832.00	\$86.00	\$56,832.00
907-608-C001	DIRECTABLE WARNING PANELS	56	SR	\$45.00	\$2,520.00	\$25.00	\$1,400.00	\$25.00	\$1,400.00	\$25.00	\$1,400.00	\$27.50	\$1,540.00	\$27.50	\$1,540.00
609-D002	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1 MODIFIED	275	LF	\$60.00	\$16,500.00	\$40.00	\$11,000.00	\$40.00	\$11,000.00	\$40.00	\$11,000.00	\$44.00	\$12,100.00	\$44.00	\$12,100.00
613-D001	ADJUSTMENT OF EXISTING CURB INLET	2	EA	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
614-B003	CONCRETE DRIVEWAY, W/ REINFORCEMENT, 6-INCH THICKNESS	760	SY	\$150.00	\$114,000.00	\$75.00	\$57,000.00	\$75.00	\$57,000.00	\$75.00	\$57,000.00	\$82.50	\$62,700.00	\$82.50	\$62,700.00
614-A001	MAINTENANCE OF TRAFFIC	1	LS	\$165,000.00	\$165,000.00	\$35,400.00	\$35,400.00	\$80,000.00	\$80,000.00	\$82,000.00	\$82,000.00	\$87,209.54	\$87,209.54	\$87,209.54	\$87,209.54
618-B001	ADDITIONAL SIGNS FOR CONSTRUCTION	10	SR	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00
619-A1003	TEMPORARY TRAFFIC STRIPE	356	LF	\$0.50	\$178.00	\$0.25	\$89.00	\$0.25	\$89.00	\$0.25	\$89.00	\$0.28	\$100.00	\$0.28	\$100.00
619-A2003	CONTINUOUS WHITE PAINT	10,644	LF	\$0.50	\$5,322.00	\$0.25	\$2,661.00	\$0.25	\$2,661.00	\$0.25	\$2,661.00	\$0.28	\$2,980.80	\$0.28	\$2,980.80
619-A3004	TEMPORARY TRAFFIC STRIPE, SKIP WHITE	10,644	LF	\$0.30	\$3,193.20	\$0.25	\$2,661.00	\$0.25	\$2,661.00	\$0.25	\$2,661.00	\$0.28	\$2,980.80	\$0.28	\$2,980.80
619-A5002	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	978	LF	\$2.00	\$1,956.00	\$0.20	\$195.60	\$0.20	\$195.60	\$0.20	\$195.60	\$0.21	\$205.56	\$0.21	\$205.56
619-A6003	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	1,616	SR	\$2.00	\$3,232.00	\$1.50	\$2,424.00	\$1.50	\$2,424.00	\$1.50	\$2,424.00	\$1.53	\$2,470.80	\$1.53	\$2,470.80
626-A001	MOBILIZATION	1	LS	\$165,000.00	\$165,000.00	\$52,000.00	\$52,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
626-A003	6" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(60 MILS)	10,644	LF	\$0.85	\$9,047.40	\$0.50	\$5,322.00	\$0.50	\$5,322.00	\$0.50	\$5,322.00	\$0.53	\$5,641.32	\$0.53	\$5,641.32
626-B003	6" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS WHITE)(60 MILS)	356	LF	\$0.85	\$302.80	\$0.70	\$249.20	\$0.70	\$249.20	\$0.70	\$249.20	\$0.74	\$263.44	\$0.74	\$263.44

626-C003	6" THERMOPLASTIC BIDGE STRIPS (CONTINUOUS WHITE)(60 MILS)	10,694	LF	\$0.85	\$9,089.90	\$0.70	\$7,486.80	\$0.70	\$7,486.80	\$0.70	\$7,486.80	\$0.70	\$7,486.80	\$0.74	\$7,413.58
626-D004	6" THERMOPLASTIC TRAFFIC STRIPES, (SKIP YELLOW)(60 MILS)	10,500	LF	\$0.85	\$8,925.00	\$0.60	\$6,250.00	\$0.50	\$5,250.00	\$0.50	\$5,250.00	\$0.50	\$5,250.00	\$0.59	\$5,685.00
626-E003	6" THERMOPLASTIC TRAFFIC STRIPS (CONTINUOUS YELLOW)(60 MILS)	10,444	LF	\$0.85	\$8,877.40	\$0.70	\$7,450.80	\$0.70	\$7,450.80	\$0.70	\$7,450.80	\$0.74	\$7,678.56		
626-G002	THERMOPLASTIC DETAIL STRIPES (WHITE)(20 MILS)	978	LF	\$5.00	\$4,890.00	\$1.25	\$1,222.50	\$1.25	\$1,222.50	\$1.25	\$1,222.50	\$1.25	\$1,222.50	\$1.31	\$1,281.18
626-H004	THERMOPLASTIC LOGEND (WHITE) (120 MILS)	1,416	SF	\$3.00	\$4,248.00	\$8.00	\$11,328.00	\$8.00	\$11,328.00	\$8.00	\$11,328.00	\$8.30	\$11,784.00		
627-C001	REFLECTIVE RED-CLEAR RAISED MARKERS	286	EA	\$3.00	\$858.00	\$7.00	\$2,002.00	\$7.00	\$2,002.00	\$7.00	\$2,002.00	\$7.35	\$2,102.10		
627-D001	TWO-WAY YELLOW REFLECTIVE RAISED MARKERS	816	EA	\$3.00	\$2,448.00	\$7.00	\$5,712.00	\$7.00	\$5,712.00	\$7.00	\$5,712.00	\$7.35	\$6,007.80		
907-632-D001	SOLID STATE TRAFFIC ACTIVATED CONTROL LAMP, TYPE 1	3	EA	\$4,500.00	\$13,500.00	\$7,500.00	\$22,500.00	\$7,500.00	\$22,500.00	\$7,500.00	\$22,500.00	\$8,250.00	\$24,750.00		
907-641-A002	STOP BAR RADAR VEHICLE DETECTION SENSOR, TYPE 2	10	EA	\$7,000.00	\$70,000.00	\$8,000.00	\$80,000.00	\$8,000.00	\$80,000.00	\$8,000.00	\$80,000.00	\$8,800.00	\$88,000.00		
907-641-D001	RADAR VEHICLE CABLE ACCESSIBLE PEDDESTRIAN DETECTION ASSEMBLY	1,120	LF	\$10.50	\$11,760.00	\$10.00	\$11,200.00	\$10.00	\$11,200.00	\$10.00	\$11,200.00	\$11.00	\$12,320.00		
907-645-B001	ROADWAY CONSTRUCTION STAKING ALUMINUM TRAINING	6	EA	\$500.00	\$3,000.00	\$3,000.00	\$18,000.00	\$3,000.00	\$18,000.00	\$3,000.00	\$18,000.00	\$3,300.00	\$19,800.00		
699-A001		1	LS	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00		
813-B003		291	LF	\$27.50	\$8,002.50	\$255.00	\$74,205.00	\$255.00	\$74,205.00	\$255.00	\$74,205.00	\$255.00	\$74,205.00		
<b>TOTAL AMOUNT</b>					\$1,522,883.50	\$1,078,789.85	\$1,133,005.55	\$1,154,186.45	\$1,271,000.00						

I, Greg Karb, Consulting Engineer for the City of Jackson, MS, Do hereby certify that I have checked the bids for this project, and find that they were in accordance with the advertisement for same, and that all tabulations are correct and in accordance with the records of the City of Jackson, MS. I recommend that the Bid of W. H. Blain said Bids in the amount of \$1,479,003.58 is the lowest and best bid and the contract be awarded to same subject to MDOT approval. Dated: November 12, 2020 Signed:





**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE  
CONTRACT WITH WILCO, INC. FOR THE NRCS EWP SELECT  
SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY  
PROJECT NUMBER 19B5000.901. (WARD 1)**

OFFICE OF THE CITY ATTORNEY  
1-2-21

**WHEREAS**, on August 18, 2020, the City of Jackson accepted Wilco, Inc.'s bid of \$178,587.50 for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project No.19B5000.901; and

**WHEREAS**, the contract work involved drainage improvements on a section of Hanging Moss Creek behind Select Specialty Hospital within the City of Jackson corporate limits; and

**WHEREAS**, due to an increase in line items the contract amount was increased from \$178,587.50 to \$188,669.60; and

**WHEREAS**, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

**WHEREAS**, the Department of Public Works recommends approval of Change Order No. 1 and final payment in the amount of \$20,781.42 to Wilco, Inc.; and

**WHEREAS**, the bonding company Travelers Casualty and Surety Company of America, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE ORDERED** that the Change Order No. 1/Final to contract with Wilco, Inc. for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project Number 19B5000.901 increasing the contract amount by \$10,082.10 is hereby authorized.

**IT IS, FURTHER ORDERED** that the City make final payment in the amount of \$20,781.42 and release all securities held to Wilco, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the NRCS EWP Select Specialty Hospital Stabilization Project, City Project Number 19B5000.901.

Agenda Item #31  
Agenda Date: February 2, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**January 19, 2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																														
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC., FOR THE NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901. (WARD 1)</b>																														
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																														
3.	<b>Who will be affected</b>	Select Specialty Hospital																														
4.	<b>Benefits</b>	Drainage Improvements																														
5.	<b>Schedule (beginning date)</b>	Project Complete																														
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1																														
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																														
8.	<b>COST</b>	Final Contract Cost: \$188,669.60 Final Payment Amount: \$20,781.42																														
9.	<b>Source of Funding</b> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	Fund 148-45190-6485																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>12.66 %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>4.93 %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>0.38 %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	12.66 %	WAIVER	yes	no	N/A	WBE	4.93 %	WAIVER	yes	no	N/A	HBE	0.38 %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	12.66 %	WAIVER	yes	no	N/A																											
WBE	4.93 %	WAIVER	yes	no	N/A																											
HBE	0.38 %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba  
From: Charles Williams Jr., PE, PhD, Director/City Engineer  
Date: January 7, 2020



**Agenda Item:** NRCS EWP Select Specialty Hospital Stabilization Project  
**Council Meeting:** Regular Council Meeting, January 19, 2021

### Background:

Attached, you will find an agenda item requesting approval of Change Order No. 1/final payment to Wilco, Inc., for the NRCS EWP Select Specialty Hospital Stabilization Project. The project stabilized a section of Hanging Moss Creek behind Select Specialty Hospital. Wilco, Inc, has completed the construction and is requesting final payment in the amount of \$20,781.42.

It is the recommendation of this office that Wilco, Inc. is paid final payment in the amount of \$20,781.42. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
455  
Keller  
11/21/21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B50000.901 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

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

\_\_\_\_\_  
11/21/21  
DATE



**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 18, 2020 10:00 A.M.**

484

**WHEREAS**, the Department of Public Works recommends approval of Change Order No. 1 and final payment in the amount of \$78,745.48 to APAC Mississippi, Inc.; and

**WHEREAS**, the bonding company Federal Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE ORDERED** that the City make final payment in the amount of \$78,745.48.00 and release all securities held to APAC Mississippi, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Northside Drive Resurfacing Project, Federal Aid Project No. STP-6929-00(008) (LPA/107547, City Project Number 17B4002.

**Council Member Tillman moved adoption; Council Member Lindsay seconded.**

**Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.**

**Nays – None.**

**Absent – Stokes.**

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901.**

**WHEREAS**, on July 27, 2020, the City of Jackson received six sealed bids for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project No.19B5000.901; and

**WHEREAS**, the bid received from Wilco, Inc., in the amount of \$178,587.50, was the lowest and best bid received and met specifications; and

**WHEREAS**, the Department of Public Works recommends that the City accept the bid of Wilco, Inc., as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Wilco, Inc., in the amount of \$178,587.50 is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

**Council Member Tillman moved adoption; Council Member Lindsay seconded.**

**Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.**

**Nays – None.**

**Absent – Stokes.**

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902.**

**WHEREAS**, on July 27, 2020, the City of Jackson received six sealed bids for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project No.19B5000.902; and

**WHEREAS**, the bid received from Wilco, Inc., in the amount of \$111,130.00, 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 Wilco, Inc., as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Wilco, Inc., in the amount of \$111,130.00 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.

APPLICATION FOR PARTIAL PAYMENT	USACE GRANT #	Job # 19B5000.901
NAME OF PROJECT NRCS EWP Select Specialty Hospital Stabilization Project	PAY APPLICATION NUMBER Two (2) and FINAL	
LOCATION OF PROJECT Jackson, MS	PAY APP. PERIOD 11/1/2020 to 12/3/2020	
NAME AND ADDRESS OF OWNER The City of Jackson 219 S. President Street Jackson, MS 39201	NAME AND ADDRESS OF CONTRACTOR Wilco Inc. 1996 HWY 51 Madison, MS 39110	

**SCHEDULE OF CONTRACT CHANGE ORDERS**

List every change order issued to date of this request even if no work has been done under on or more such orders.

CONTRACT CHANGE ORDER		DESCRIPTION	ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER
NO	DATE			
(1)	(2)	(3)	(4)	(5)
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$0.00</b>

**ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE**

(a) ORIGINAL CONTRACT AMOUNT.....	\$	<u>178,587.50</u>
(b) PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	\$	<u>0.00</u>
(c) LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	\$	<u>0.00</u>
(d) ADJUSTED CONTRACT AMOUNT TO DATE.....	\$	<u>178,587.50</u>

**ANALYSIS OF WORK PERFORMED TO DATE**

(a) COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$	<u>188,669.60</u>
(b) EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$	<u>0.00</u>
(c) TOTAL COST OF WORK PERFORMED TO DATE.....	\$	<u>188,669.60</u>
(d) ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$	<u>0.00</u>
(e) SUBTOTAL OF (c) and (d).....	\$	<u>188,669.60</u>
(f) LESS: RETAINAGE (2.5%).....	\$	<u>0.00</u>
(g) SUBTOTAL OF (e) and (f).....	\$	<u>188,669.60</u>
(h) LESS: AMOUNT OF PREVIOUS PAYMENTS.....	\$	<u>167,888.18</u>
(i) AMOUNT DUE THIS APPLICATION.....	\$	<u>20,781.42</u>

**CERTIFICATE OF CONTRACTOR**

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Application for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Application for Partial Payment; and that no part of the "Amount Due This Application" has been received.

Wilco, Inc.  
(Contractor)

By:

 - John Willis

Title:

Secretary

Date:

12.03.2020

**RECOMMENDATION OF ENGINEER**

This Application for Partial Payment covers all pay item work performed by the Contractor through the application period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general warranty period.

Crown Engineering PLLC  
(Engineer)

By:



Title:

Engineer

Date:

12.4.2020

**COST BREAKDOWN**

CONTRACTOR: Wilco Inc.  
 PROJECT: WRCS EWP Select Specialty Hospital  
 APPLICATION NO: Two (2) and FINAL  
 PERIOD: 11/1/2020 TO 12/31/2020

COMPLETE %

ITEM NO	ITEMS OF WORK	CONTRACT		PREVIOUS APPLICATION		COMPLETED THIS MONTH		COMPLETED TO DATE		RETAINAGE		BALANCE TO FINISH	
		QTY	UNIT	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY
1	Mobilization	1	LS	3,100.00	1.00	3,100.00	0.00	0.00	3,100.00	0.00	0.00	0.00	0.00
2	Cleaning & Grubbing	1	LS	4,300.00	1.00	4,300.00	0.00	0.00	4,300.00	0.00	0.00	0.00	0.00
3	Maintenance of Traffic	1	LS	1,200.00	1.00	1,200.00	0.00	0.00	1,200.00	0.00	0.00	0.00	0.00
4	Unclassified Excavation (L.V.M.)	700	CY	10,150.00	700.00	10,150.00	995.00	14,427.50	1,696.00	0.00	0.00	-955.00	0.00
5	Borrow Excavation (L.V.M.)	2175	CY	31,637.50	1734.00	25,143.00	0.00	0.00	1,734.00	0.00	0.00	441.00	6,264.50
6	Rip Rap Rock (200#)	1650	TN	102,300.00	1850.00	102,300.00	33.05	2,049.10	1,683.05	0.00	0.00	-33.05	(2,049.10)
7	Geotextile Fabric	1760	SY	3,500.00	1750.00	3,500.00	0.00	0.00	1,750.00	0.00	0.00	0.00	0.00
8	Seeding Fertilizer, & Mulch	0.25	AC	500.00	0.25	500.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00
9	Concrete Grout (for Rip Rap)	400	SY	20,000.00	400.00	20,000.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00
10	Audiotape Survey (Pre & Post)	1	LS	1,000.00	1.00	1,000.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00
11	Erosion & Sedimentation Control	1	LS	1,000.00	1.00	1,000.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>			<b>172,887.50</b>		<b>172,193.00</b>		<b>18,476.60</b>			<b>0.00</b>		<b>(10,822.10)</b>

**PERFORMANCE BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**NRCS EWP**  
**SELECT SPECIALTY HOSPITAL**  
**STABILIZATION PROJECT**  
**(CITY PROJ. NO. 19B5000.901)**

KNOW ALL MEN BY THESE PRESENTS: that

Wilco, Inc.

(Name of CONTRACTOR)

1996 Hwy 51, Madison, MS 39110

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called Owner, in the penal sum of One Hundred Seventy-Eight Thousand Five Hundred Eighty-Seven Dollars and Fifty Cents Dollars (\$ 178,587.50 ) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

City Project Number 19B5000.901

NRCS EWP PROJECT (SELECT SPECIALTY HOSPITAL)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the

OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.


PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.


IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of August, 2020.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary


(SEAL)  
  
\_\_\_\_\_  
Witness as to Principal  
1996 Hwy 51  
Address  
Madison, MS 39110

Wilco, Inc.  
Contractor


BY:  (s)  
1996 Hwy 51, Madison, MS 39110  
Address

ATTEST:

See Attached Power of Attorney  
(Surety) Secretary

(SEAL)  
  
\_\_\_\_\_  
Witness as to Surety Wes Price  
P.O. Box 1490  
Address  
Jackson, MS 39215-1490

Travelers Casualty and Surety Company of America  
Surety

BY:   
\_\_\_\_\_  
Attorney-in-Fact  
Brody Eric Buckley/Resident MS Agent  
Address  
Fisher Brown Bottrell Insurance, Inc.  
P.O. Box 1490, Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**NRCS EWP**  
**SELECT SPECIALTY HOSPITAL**  
**STABILIZATION PROJECT**  
**(CITY PROJ. NO. 19B5000.901)**

KNOW ALL MEN BY THESE PRESENTS: that

Wilco, Inc.

(Name of Contractor)

1996 Hwy 51, Madison, MS 39110

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called Owner, in the penal sum of One Hundred Seventy-Eight Thousand Five Hundred Eighty-Seven Dollars and Fifty Cents Dollars (\$ 178,587.50 ) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

City Project Number 19B5000.901

NRCS EWP PROJECT (SELECT SPECIALTY HOSPITAL)

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the


construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

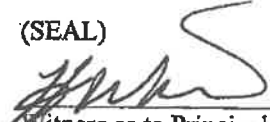
PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of August, 2020.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

(SEAL)

  
\_\_\_\_\_  
Witness as to Principal  
1996 Hwy 51  
Address  
Madison, MS 39110

Wilco, Inc.

Contractor

BY:  (s)

1996 Hwy 51, Madison, MS 39110


Address

ATTEST:

See Attached Power of Attorney

(Surety) Secretary

(SEAL)

  
\_\_\_\_\_  
Witness as to Surety      Wes Price  
P.O. Box 1490  
Address  
Jackson, MS 39215-1490

Travelers Casualty and Surety Company of America

Surety

BY: 

Attorney-in-Fact

Brody Eric Buckley/Resident MS Agent

Address

Fisher Brown Bottrell Insurance, Inc.

P.O. Box 1490, Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brody Eric Buckley of Jackson, Mississippi, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of August, 2020



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903. (WARD 1)**

OFFICE OF THE CITY ATTORNEY  
2-21-21  
[Signature]

**WHEREAS**, on August 18, 2020, the City of Jackson accepted Wilco, Inc.'s bid of \$123,310.00 for the NRCS EWP Carolwood Drive Stabilization Project, City Project No.19B5002.903; and

**WHEREAS**, the contract work involved drainage improvements on a section of White Oak Creek behind Carolwood Drive within the City of Jackson corporate limits; and

**WHEREAS**, due to an increase in line items the contract amount was increased from \$123,310.00 to \$125,688.90; and

**WHEREAS**, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

**WHEREAS**, the Department of Public Works recommends approval of Change Order No. 1 and final payment in the amount of \$26,409.62 to Wilco, Inc.; and

**WHEREAS**, the bonding company Travelers Casualty and Surety Company of America, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE ORDERED** that the Change Order No. 1/Final to contract with Wilco, Inc. for the NRCS EWP Carolwood Drive Stabilization Project, City Project Number 19B5002.903 increasing the contract amount by \$2,378.90 is hereby authorized.

**IT IS, FURTHER ORDERED** that the City make final payment in the amount of \$26,409.62 and release all securities held to Wilco, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the NRCS EWP Carolwood Drive Stabilization Project, City Project Number 19B5002.903.


Agenda Item #32  
Agenda Date: February 2, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 2, 2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC., FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903. (WARD 1)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents on Carolwood Drive																																													
4.	<b>Benefits</b>	Drainage Improvements																																													
5.	<b>Schedule (beginning date)</b>	Project Complete																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 1																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Final Contract Cost: \$125,688.90 Final Payment Amount: \$26,409.62																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input checked="" type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Fund 148-45190-6413																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>12.48 %</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>5.17 %</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>0.40 %</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	12.48 %	WAIVER	yes	___	no	___	N/A	___	WBE	5.17 %	WAIVER	yes	___	no	___	N/A	___	HBE	0.40 %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	12.48 %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	5.17 %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	0.40 %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba  
From: Charles Williams Jr., PE, PhD, Director/City Engineer  
Date: January 19, 2021



**Agenda Item:** NRCS EWP Select Specialty Hospital Stabilization Project  
**Council Meeting:** Regular Council Meeting, February 2, 2021

### Background:

Attached, you will find an agenda item requesting approval of Change Order No. 1/final payment to Wilco, Inc., for the NRCS EWP Carolwood Drive Stabilization Project. The project stabilized a section of White Oak Creek behind Carolwood Drive. Wilco, Inc, has completed the construction and is requesting final payment in the amount of \$26,409.62.

It is the recommendation of this office that Wilco, Inc. is paid final payment in the amount of \$26,409.62. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

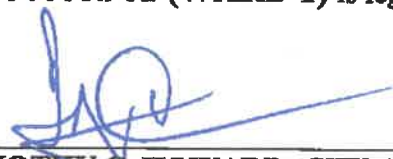
OFFICE OF THE CITY ATTORNEY  
11/2/21

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B50000.901 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



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

11/2/21

DATE

Council Member Tillman moved adoption; Council Member Priester seconded.

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

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903.**

WHEREAS, on July 27, 2020, the City of Jackson received five sealed bids for the NRCS EWP Carolwood Drive Stabilization Project, City Project No.19B5000.903; and

WHEREAS, the bid received from Wilco, Inc., in the amount of \$123,321.00, 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 Wilco, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Wilco, Inc., in the amount of \$123,310.00 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 Foote moved adoption; Council Member Lindsay seconded.

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

\*\*\*\*\*

President Banks recognized Council Member Stamps who moved, seconded by Council Member Priester to reconsider the Agenda Item No. 51. The motion prevailed by the following vote:

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

\*\*\*\*\*

Thereafter, President Banks requested that the Clerk read the order:

**ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM CCSI FOR THE PERIOD OF FEBRUARY 17, 2020 THROUGH JULY 17, 2020.**

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works is required to provide armed security for its drinking water treatment plants; and

WHEREAS, due to exigent circumstances, the procurement of these services for the period of February 17, 2020 through July 17, 2020 was done without prior authorization of the City Council; and

WHEREAS, the security services set forth in certain invoices attached hereto were provided to the J.H. Fewell Water Treatment; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has procured a contract for security services going forward from July 17, 2020.

IT IS, THEREFORE, ORDERED that the procurement of security services for the period February 17, 2020 through July 17, 2020 are ratified and payment to CCSI in the amount of \$11,326.33 be made, consistent with the attached invoices.

<b>APPLICATION FOR PARTIAL PAYMENT</b>		USACE GRANT #	Job # 19B5002.903
NAME OF PROJECT NRCS EWP Carolwood Drive Stabilization Project		PAY APPLICATION NUMBER Two (2) FINAL	
LOCATION OF PROJECT Jackson, MS		PAY APP. PERIOD 11/10/2020 to 12/23/2020	
NAME AND ADDRESS OF OWNER The City of Jackson 219 S. President Street Jackson, MS 39201		NAME AND ADDRESS OF CONTRACTOR Wilco Inc. 1996 HWY 51 Madison, MS 39110	

**SCHEDULE OF CONTRACT CHANGE ORDERS**

List every change order issued to date of this request even if no work has been done under on or more such orders.

CONTRACT CHANGE ORDER		DESCRIPTION	ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER
NO (1)	DATE (2)			
1	1/14/2021	Increase in original bid quantities to complete work	\$2,378.90	
<b>TOTALS</b>			<b>\$2,378.90</b>	<b>\$0.00</b>

**ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE**

(a)	ORIGINAL CONTRACT AMOUNT.....	\$	123,310.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	\$	2,378.90
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	\$	0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE.....	\$	125,688.90

**ANALYSIS OF WORK PERFORMED TO DATE**

(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$	123,310.00
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$	2,378.90
(c)	TOTAL COST OF WORK PERFORMED TO DATE.....	\$	125,688.90
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$	0.00
(e)	SUBTOTAL OF (c) and (d).....	\$	125,688.90
(f)	LESS: RETAINAGE (2.5%).....	\$	0.00
(g)	SUBTOTAL OF (e) and (f).....	\$	125,688.90
(h)	LESS: AMOUNT OF PREVIOUS PAYMENTS.....	\$	99,279.28
(i)	AMOUNT DUE THIS APPLICATION.....	\$	26,409.62

**CERTIFICATE OF CONTRACTOR**

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Application for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Application for Partial Payment; and that no part of the "Amount Due This Application" has been received.

Wilco, Inc.  
(Contractor)

By:  - John Willis

Title: Secretary

Date: 12.23.2020

**RECOMMENDATION OF ENGINEER**

This Application for Partial Payment covers all pay item work performed by the Contractor through the application period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

Crown Engineering PLLC  
(Engineer)

By: 

Title: Engineer

Date: 1.14.21

CONTRACTOR: Wilco Inc.  
 PROJECT: BRGS EWP Carabwood Drive

APPLICATION NO: Two (2)  
 PERIOD: 1/1/2020 TO 12/23/2020

**COST BREAKDOWN**

ITEM NO	ITEMS OF WORK	CONTRACT		PREVIOUS APPLICATION		COMPLETED THIS MONTH		COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH		
		QTY	UNIT	UNIT COST	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST		QTY	TOTAL COST	
1	Mobilization	1	LS	9,980.00	9,980.00	0.85	8,486.00	0.15	1,494.00	1.00	9,980.00	0.00	0.00
2	Clearing & Grubbing	1	LS	4,500.00	4,500.00	1.00	4,500.00	0.00	0.00	1.00	4,500.00	0.00	0.00
3	Maintenance of Traffic	1	LS	1,800.00	1,800.00	0.80	1,280.00	0.20	320.00	1.00	1,800.00	0.00	0.00
4	Undersized Excavation (L.V.M.)	250	CY	17.50	4,375.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Borrow Excavation (L.V.M)	560	CY	18.50	10,275.00	915.00	17,842.50	0.00	0.00	915.00	17,842.50	0.00	0.00
6	Rip Rap Rock (200#)	660	TN	72.00	46,800.00	844.96	48,438.40	0.00	0.00	644.96	46,438.40	0.00	0.00
7	Geotextile Fabric	700	SY	2.00	1,400.00	700.00	1,400.00	0.00	0.00	700.00	1,400.00	0.00	0.00
8	Seeding Fertilizer, & Mulch	0.25	AC	500.00	500.00	0.25	500.00	0.00	0.00	0.25	500.00	0.00	0.00
9	Concrete Grout (for Rip Rap)	375	SY	52.00	19,500.00	375.00	19,500.00	0.00	0.00	375.00	19,500.00	0.00	0.00
10	Repair/Replace Concrete Driveway	1	LS	18,500.00	18,500.00	0.00	0.00	1.00	18,500.00	1.00	18,500.00	0.00	0.00
11	Audio/Video Tape Survey (Pre & Post)	1	LS	450.00	450.00	0.00	0.00	1.00	450.00	1.00	450.00	0.00	0.00
12	6" Wood Privacy Fencing	150	LF	30.00	4,500.00	50.00	1,500.00	100.00	3,000.00	150.00	4,500.00	0.00	0.00
13	Erosion & Sedimentation Control	1	LS	500.00	500.00	0.80	400.00	0.20	100.00	1.00	500.00	0.00	0.00
<b>TOTAL</b>				<b>123,310.00</b>	<b>123,310.00</b>	<b>181,294.96</b>	<b>181,294.96</b>	<b>23,864.00</b>	<b>23,864.00</b>	<b>125,688.90</b>	<b>125,688.90</b>	<b>0.00</b>	<b>(2,378.96)</b>

**SECTION 5**  
**CONTRACT**

This Contract, made this the 18th day of August, 2020, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and \_\_\_\_\_  
Wilco Inc. doing business  
as a a Corporation located in Mississippi,  
hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, said project being designated - (CITY PROJ. NO. 19B5002.903) and being more completely described in the Contract Documents and on the Contract Drawings.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within SIXTY (60) calendar days as stipulated in the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day thereafter for failure to complete all work, as hereinafter provided in the Contract Documents.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, CONTRACTOR'S Proposal including the CONTRACTOR'S EBO Plan, Bid Bond, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions to the Detail Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is



estimated as being the sum of One Hundred Twenty Three Thousand, Three Hundred Ten & no/100  
Dollars (\$ 123,310.00 ), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against the OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against the OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section Six (6), Paragraph Seventeen (17) of the Contract Documents
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of \_\_\_\_\_  
One Hundred Twenty Three Thousand, Three Hundred Ten & no/100  
Dollars (\$ 123,310.00 ).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of \_\_\_\_\_  
One Hundred Twenty Three Thousand, Three Hundred Ten & no/100  
Dollars (\$ 123,310.00 ).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.

11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly Section Six (6), Paragraphs Twenty-nine (29) and Thirty (30).
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
  - a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  - c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all subcontractors and suppliers.
  - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE CONTRACTOR organizations, MBE and FBE assistance organizations.

- e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
18. The contractor further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance;
  - b. Withholding of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance.
  - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the CONTRACTOR demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
  - d. Cancellation of the eligible project.
19. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in six (6) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Wilco Inc.  
Contractor

BY   
Mayor *ted*

By:   
Barry Willis - President

ATTEST   
City Clerk

ATTEST   
John Willis - Secretary



(Seal)

**CORPORATE CERTIFICATE**

I, John Willis certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Barry Willis who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

  
\_\_\_\_\_  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires:

Notary Seal

**PERFORMANCE BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**NRCS EWP**  
**CAROLWOOD DRIVE**  
**STABILIZATION PROJECT**  
**(CITY PROJ. NO. 19B5002.903)**

KNOW ALL MEN BY THESE PRESENTS: that

Wilco, Inc.

(Name of CONTRACTOR)

1996 Hwy 51, Madison, MS 39110

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called Owner, in the penal sum of One Hundred Twenty-Three Thousand Three Hundred Ten Dollars and Zero Cents Dollars (\$ 123,310.00 ) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

City Project Number 19B5002.903

NRCS EWP PROJECT (CAROLWOOD DRIVE)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the

OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of August, 2020.

ATTEST:



(Principal) Secretary

(SEAL)



Witness as to Principal  
1996 Hwy 51

Address  
Madison, MS 39110

Wilco, Inc.

Contractor

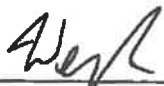
BY:  (s)

1996 Hwy 51, Madison, MS 39110  
Address

ATTEST:

See Attached Power of Attorney  
(Surety) Secretary

(SEAL)

  
Witness as to Surety      Wes Price  
P.O. Box 1490  
Address  
Jackson, MS 39215-1490

Travelers Casualty and Surety Company of America  
Surety

BY:   
Attorney-in-Fact  
Brody Eric Buckley/Resident MS Agent

Address  
Fisher Brown Bottrell Insurance, Inc.  
P.O. Box 1490, Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**NRCS EWP**  
**CAROLWOOD DRIVE**  
**STABILIZATION PROJECT**  
**(CITY PROJ. NO. 19B5002.903)**

KNOW ALL MEN BY THESE PRESENTS: that

Wilco, Inc.

(Name of Contractor)

1996 Hwy 51, Madison, MS 39110

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called Owner, in the penal sum of One Hundred Twenty-Three Thousand Three Hundred Ten Dollars and Zero Cents Dollars (\$ 123,310.00 ) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

City Project Number 19B5002.903

NRCS EWP PROJECT (CAROLWOOD DRIVE)

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the



construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

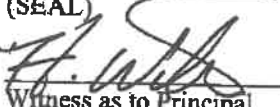
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

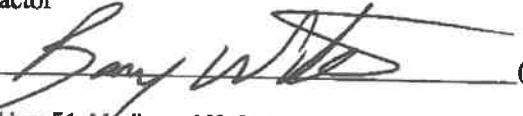
IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of August, 2020.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary


(SEAL)  
  
\_\_\_\_\_  
Witness as to Principal  
1996 Hwy 51  
Address  
Madison, MS 39110

Wilco, Inc.  
Contractor

BY:  (s)  
\_\_\_\_\_  
1996 Hwy 51, Madison, MS 39110  
Address

ATTEST:

See Attached Power of Attorney  
(Surety) Secretary

(SEAL)  
  
\_\_\_\_\_  
Witness as to Surety      Wes Price  
P.O. Box 1490  
Address  
Jackson, MS 39215-1490

Travelers Casualty and Surety Company of America  
Surety

BY:   
\_\_\_\_\_  
Attorney-in-Fact  
Brody Eric Buckler/Resident MS Agent  
Address  
Fisher Brown Bottrell Insurance, Inc.  
P.O. Box 1490, Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brody Eric Buckley of Jackson, Mississippi, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of August, 2020



Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.*

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2170  
Jackson, Mississippi 39207-2170  
Telephone: (601) 960-2900  
Facsimile: (601) 960-1950

OFFICE OF THE CITY ATTORNEY  
11/26/21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE PROPOSAL OF NEEL-SCHAFFER TO UPDATE THE CURRENT SOLID WASTE MANAGEMENT PLAN (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

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

\_\_\_\_\_  
11/26/21  
DATE



OFFICE OF THE CITY ATTORNEY  
1-23-21  
SW

**ORDER ACCEPTING THE PROPOSAL OF NEEL-SCHAFFER TO UPDATE THE CURRENT SOLID WASTE MANAGEMENT PLAN. (ALL WARDS)**

**WHEREAS**, sealed proposals to update the current Solid Waste Management Plan were opened January 5, 2021, wherein one (1) proposal was received; and

**WHEREAS**, Neel-Schaffer submitted a proposal for statement of qualifications to provide professional services to update the current Solid Waste Management Plan; and

**WHEREAS**, Neel-Schaffer will review and update all aspects of the City's solid waste management system, submit an updated management plan to the City and MDEQ, oversee the public hearing, and provide a final document for approval to MDEQ, and the City for final adoption; and

**WHEREAS**, the Mississippi Department of Environmental Quality awarded Solid Waste with a planning grant to assist in the development and revision of the Solid Waste Management Plan. The grant will pay up to (90%) of the cost, and a match amount of \$7,500.00; and

**WHEREAS**, the Solid Waste Division of the Department of Public Works has reviewed the proposal submitted and recommends that the governing authorities deem the proposal submitted by Neel-Schaffer, 125 S. Congress Street, Jackson, MS 39201, received January 5, 2021, to be the best proposal.

**IT IS, THEREFORE, ORDERED** that the proposal of Neel-Schaffer, 125 S. Congress Street, Jackson, MS 39201, received January 5, 2021, to update the City's Solid Waste Management Plan is accepted as the best proposal in the amount of \$75,000.00.

**IT IS FURTHER ORDERED** that an payment for said professional services will be made from the Solid Waste Enterprise Fund, and MDEQ Planning Grant.

Agenda Item #33  
Agenda Date: February 2, 2021  
(WILLIAMS, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 2, 2021

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	ORDER ACCEPTING THE PROPOSAL OF NEEL-SCHAFFER TO UPDATE THE CITY'S CURRENT SOLID WASTE MANAGEMENT PLAN (ALL WARDS)																																													
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement																																													
3.																																														
4. <b>Benefits</b>	Neel-Schaffer will review and update all aspects of the City's Solid Waste Management Plan. The purpose of the Solid Waste Management Plan is to develop an environmentally sensitive, cost effective solid waste program for the City of Jackson.																																													
5. <b>Schedule (beginning date)</b>	n/a																																													
6. <b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes or no)(area)</b> <b>Project limits if applicable</b>	Citywide																																													
7. <b>Action implemented by:</b> <b>City Department</b> <b>Consultant</b>	Public Works Department																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8. <b>COST</b>	\$75,000.00																																													
9. <b>Source of Funding</b> <b>General Fund</b> <b>Grant</b> <b>Bond</b> <b>Other</b>	Solid Waste Enterprise Fund/ 009.506.10.6419 (\$7,500) MDEQ Solid Waste Planning Grant (\$67,500)																																													
<b>EBO participation</b>	<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	___																																						



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Charles Williams Jr., PE, PhD,**

**Council Agenda Item Briefing Memo**

**Agenda Item: ORDER ACCEPTING THE PROPOSAL OF NEEL-SCHAFFER TO UPDATE THE CURRENT SOLID WASTE MANAGEMENT PLAN (ALL WARDS)**

**Item #:**  
**Council Meeting:** Regular Council Meeting, February 2, 2021

**Consultant/Contractor:** Neel-Schaffer, Inc.  
**EBO:** N/A  
**Purpose:** To provide funding for to review and update the City's current Solid Waste Management Plan  
**Cost:** 75,000.00  
**Project/Contract Type:** Engineering  
**Funding Source:** Mississippi Department of Environmental Quality (MDEQ)/ Solid Waste Enterprise Fund  
**Schedule/Time:** Eighteen Months  
**DPW Manager:** Lakesha Weathers

**Background:** Solid Waste requested statement of qualifications to update the current Solid Waste Management plan. On January 5, 2021, proposals were opened and Solid Waste received one (1) proposal. Neel-Schaffer submitted their statement of qualifications to provide professional services to review and update the current Solid Waste Management Plan. These services will be paid for with a grant received from the Mississippi Department of Environmental Quality in the amount of \$67,500, and match funds in the amount of \$7,500.00.

The current Solid Waste Management Plan was adopted by the City of Jackson on June 2, 2009. State law requires that local governments develop a 20-year solid waste management plan for the solid wastes managed in their jurisdictions and submit these plans for the approval of the Mississippi Commission on Environmental Quality (Commission).

**Estimated Fees: \$75,000**



**City of Jackson  
Department of Public Works**

**Talking Points:**

- **The Solid Waste Management Plan update will outline and help structure the solid waste management program.**
- **The updated plan will be a 20 year plan**



**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902. (WARD 2)**

OFFICE OF THE CITY ATTORNEY  
19B5001.902

**WHEREAS**, on August 18, 2020, the City of Jackson accepted Wilco, Inc.'s bid of \$111,130.00.00 for the NRCS EWP Fontaine Park Drive Stabilization Project, City Project No.19B5001.902; and

**WHEREAS**, the contract work involved drainage improvements on a section of Hanging Moss Creek behind Fontaine Park Drive within the City of Jackson corporate limits; and

**WHEREAS**, due to an increase in line items the contract amount was increased from \$111,130.00 to \$119,679.10; and

**WHEREAS**, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

**WHEREAS**, the Department of Public Works recommends approval of Change Order No. 1 and final payment in the amount of \$90,293.70 to Wilco, Inc.; and

**WHEREAS**, the bonding company Travelers Casualty and Surety Company of America, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE ORDERED** that the Change Order No. 1/Final to contract with Wilco, Inc. for the NRCS EWP Fontaine Park Drive Stabilization Project, City Project Number 19B5001.902 increasing the contract amount by \$8,549.10 is hereby authorized.

**IT IS, FURTHER ORDERED** that the City make final payment in the amount of \$90,293.70 and release all securities held to Wilco, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the NRCS EWP Fontaine Park Drive Stabilization Project, City Project Number 19B5001.902.

Agenda Item #34  
Agenda Date: February 2, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 2, 2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																														
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC., FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902. (WARD 2)</b>																														
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																														
3.	<b>Who will be affected</b>	Residents on Fontaine Park Drive																														
4.	<b>Benefits</b>	Drainage Improvements																														
5.	<b>Schedule (beginning date)</b>	Project Complete																														
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 2																														
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																														
8.	<b>COST</b>	Final Contract Cost: \$119,679.10 Final Payment Amount: \$90,293.70																														
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Fund 148-45190-6485																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>12.47 %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>4.91 %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>0.41 %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	12.47 %	WAIVER	yes	no	N/A	WBE	4.91 %	WAIVER	yes	no	N/A	HBE	0.41 %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	12.47 %	WAIVER	yes	no	N/A																											
WBE	4.91 %	WAIVER	yes	no	N/A																											
HBE	0.41 %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba  
From: Charles Williams Jr., PE, PhD, Director/City Engineer  
Date: January 21, 2021



**Agenda Item:** NRCS EWP Fontaine Park Drive Stabilization Project  
**Council Meeting:** Regular Council Meeting, February 2, 2021

### **Background:**

Attached, you will find an agenda item requesting approval of Change Order No. 1/final payment to Wilco, Inc., for the NRCS EWP Fontaine Park Drive Stabilization Project. The project stabilized a section of Hanging Moss Creek behind Fontaine Park Drive. Wilco, Inc, has completed the construction and is requesting final payment in the amount of \$90,293.70.

It is the recommendation of this office that Wilco, Inc. is paid final payment in the amount of \$90,293.70. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
19B5001.902-21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH WILCO, INC. FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902 (WARD 2)** is legally sufficient for placement in NOVUS Agenda.

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

\_\_\_\_\_  
11/26/21  
DATE

**SPECIAL MEETING OF THE CITY COUNCIL**

**TUESDAY, AUGUST 18, 2020 10:00 A.M.**

**484**

**WHEREAS**, the Department of Public Works recommends approval of Change Order No. 1 and final payment in the amount of \$78,745.48 to APAC Mississippi, Inc.; and

**WHEREAS**, the bonding company Federal Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE ORDERED** that the City make final payment in the amount of \$78,745.48.00 and release all securities held to APAC Mississippi, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Northside Drive Resurfacing Project, Federal Aid Project No. STP-6929-00(008) (LPA/107547, City Project Number 17B4002.

**Council Member Tillman moved adoption; Council Member Lindsay seconded.**

**Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.**

**Nays – None.**

**Absent – Stokes.**

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901.**

**WHEREAS**, on July 27, 2020, the City of Jackson received six sealed bids for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project No.19B5000.901; and

**WHEREAS**, the bid received from Wilco, Inc., in the amount of \$178,587.50, was the lowest and best bid received and met specifications; and

**WHEREAS**, the Department of Public Works recommends that the City accept the bid of Wilco, Inc., as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Wilco, Inc., in the amount of \$178,587.50 is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

**Council Member Tillman moved adoption; Council Member Lindsay seconded.**

**Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.**

**Nays – None.**

**Absent – Stokes.**

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902.**

**WHEREAS**, on July 27, 2020, the City of Jackson received six sealed bids for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project No.19B5000.902; and

**WHEREAS**, the bid received from Wilco, Inc., in the amount of \$111,130.00, 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 Wilco, Inc., as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Wilco, Inc., in the amount of \$111,130.00 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 Tillman moved adoption; Council Member Priester seconded.

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

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903.**

WHEREAS, on July 27, 2020, the City of Jackson received five sealed bids for the NRCS EWP Carolwood Drive Stabilization Project, City Project No.19B5000.903; and

WHEREAS, the bid received from Wilco, Inc., in the amount of \$123,321.00, 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 Wilco, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Wilco, Inc., in the amount of \$123,310.00 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 Foote moved adoption; Council Member Lindsay seconded.

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

\*\*\*\*\*

President Banks recognized Council Member Stamps who moved, seconded by Council Member Priester to reconsider the Agenda Item No. 51. The motion prevailed by the following vote:

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

\*\*\*\*\*

Thereafter, President Banks requested that the Clerk read the order:

**ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM CCSI FOR THE PERIOD OF FEBRUARY 17, 2020 THROUGH JULY 17, 2020.**

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works is required to provide armed security for its drinking water treatment plants; and

WHEREAS, due to exigent circumstances, the procurement of these services for the period of February 17, 2020 through July 17, 2020 was done without prior authorization of the City Council; and

WHEREAS, the security services set forth in certain invoices attached hereto were provided to the J.H. Fewell Water Treatment; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has procured a contract for security services going forward from July 17, 2020.

IT IS, THEREFORE, ORDERED that the procurement of security services for the period February 17, 2020 through July 17, 2020 are ratified and payment to CCSI in the amount of \$11,326.33 be made, consistent with the attached invoices.

<b>APPLICATION FOR PARTIAL PAYMENT</b>		USACE GRANT #	Job # 19B5001.902
<b>NAME OF PROJECT</b> NRCS EWP Fontaine Park Drive Stabilization Project		<b>PAY APPLICATION NUMBER</b>	Two (2) FINAL
<b>LOCATION OF PROJECT</b> Jackson, MS		<b>PAY APP. PERIOD</b> 9/29/2020 TO 12/23/2020	
<b>NAME AND ADDRESS OF OWNER</b> The City of Jackson 219 S. President Street Jackson, MS 39201		<b>NAME AND ADDRESS OF CONTRACTOR</b> Wilco Inc. 1996 HWY 51 Madison, MS 39110	

**SCHEDULE OF CONTRACT CHANGE ORDERS**  
List every change order issued to date of this request even if no work has been done under on or more such orders.

CONTRACT CHANGE ORDER		DESCRIPTION	ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER
NO	DATE			
(1)	(2)	(3)	(4)	(5)
1	1/20/2021	Increase in original bid quantities to complete work and additional work required to stabilize area adjacent to driveway.	\$8,549.10	
<b>TOTALS</b>			<b>\$8,549.10</b>	<b>\$0.00</b>

**ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE**

(a) ORIGINAL CONTRACT AMOUNT.....	\$	111,130.00
(b) PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	\$	0.00
(c) LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	\$	8,549.10
(d) ADJUSTED CONTRACT AMOUNT TO DATE.....	\$	119,679.10


**ANALYSIS OF WORK PERFORMED TO DATE**

(a) COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$	111,130.00
(b) EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$	8,549.10
(c) TOTAL COST OF WORK PERFORMED TO DATE.....	\$	119,679.10
(d) ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$	0.00
(e) SUBTOTAL OF (c) and (d).....	\$	119,679.10
(f) LESS: RETAINAGE (5%).....	\$	0.00
(g) SUBTOTAL OF (e) and (f).....	\$	119,679.10
(h) LESS: AMOUNT OF PREVIOUS PAYMENTS.....	\$	29,385.40
(i) AMOUNT DUE THIS APPLICATION.....	\$	90,293.70

**CERTIFICATE OF CONTRACTOR**

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Application for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Application for Partial Payment; and that no part of the "Amount Due This Application" has been received.

Wilco, Inc.  
(Contractor)

By:  - John Willis


Title: Secretary

Date: 12.23.2020

**RECOMMENDATION OF ENGINEER**

This Application for Partial Payment covers all pay item work performed by the Contractor through the application period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

Crown Engineering PLLC  
(Engineer)

By: 

Title: Engineer

Date: 1.20.21

**COST BREAKDOWN**

CONTRACTOR: Wilco Inc.  
 PROJECT: NRC&S ENRP Fontaine Park Drive

APPLICATION NO: Two (2)  
 PERIOD: 01/29/2020 TO 12/23/2020

**COMPLETE**

ITEM NO	ITEMS OF WORK	CONTRACT		PREVIOUS APPLICATION		COMPLETED THIS MONTH		COMPLETED TO DATE		RETAINAGE		BALANCE TO FINISH	
		QTY	UNIT	UNIT COST	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST
1	Mobilization	1	LS	4,650.00	4,650.00	0.65	3,652.50	0.15	697.50	1.00	4,650.00	0.00	0.00
2	Clearing & Grubbing	1	LS	5,600.00	5,600.00	1.00	5,600.00	0.00	0.00	1.00	5,600.00	0.00	0.00
3	Maintenance of Traffic	1	LS	1,600.00	1,600.00	0.27	405.00	0.73	1,095.00	1.00	1,600.00	0.00	0.00
4	Undersized Excavation (L-V.M.)	700	CY	17.50	12,250.00	315.00	5,512.50	135.00	2,362.50	450.00	7,875.00	0.00	4,375.00
5	Borrow Excavation (L-V.M)	600	CY	20.00	12,000.00	765.00	15,300.00	195.00	3,900.00	960.00	19,200.00	0.00	(7,200.00)
6	Rip Rap Rock (200#)	850	TN	65.00	55,250.00	0.00	0.00	841.14	54,674.10	841.14	54,674.10	0.00	8.66
7	Geotextile Fabric	500	SY	2.00	1,000.00	0.00	0.00	900.00	1,800.00	900.00	1,800.00	0.00	0.00
8	Seeding Fertilizer, & Mulch	0.25	AC	2,000.00	500.00	0.00	0.00	0.25	500.00	0.25	500.00	0.00	0.00
9	Concrete Grout (for Rip Rap)	280	SY	53.00	13,760.00	0.00	0.00	280.00	13,760.00	280.00	13,760.00	0.00	0.00
10	Audio/Video Tape Survey (Pre & Post)	1	LS	600.00	600.00	0.00	0.00	1.00	600.00	1.00	600.00	0.00	0.00
11	4' Black Chain Link Fencing (Vinyl-Coated)	90	LF	30.00	2,700.00	0.00	0.00	1.00	30.00	90.00	2,700.00	0.00	0.00
12	Erosion & Sedimentation Control	1	LS	600.00	600.00	0.27	162.00	0.73	438.00	1.00	600.00	0.00	0.00
					411,338.00		30,533.00		78,777.10		113,378.10		(2,245.10)
	<b>Additional Work</b>												
	Dig out and Sand backfill to stabilize area of settling adjacent to Driveway. Includes filter cloth installation, topsoil and reseeding.	1	LS		\$8,300.00						\$8,300.00	100%	0.00
	<b>TOTAL</b>												<b>(\$8,300.00)</b>
													<b>(\$8,6549.10)</b>



## SECTION 5 CONTRACT

This Contract, made this the 18th day of August, 2020, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Wilco Inc. doing business as a a Corporation located in Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of **NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT**, said project being designated - (CITY PROJ. NO. 19B5001.902) and being more completely described in the Contract Documents and on the Contract Drawings.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within **SIXTY (60)** calendar days as stipulated in the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day thereafter for failure to complete all work, as hereinafter provided in the Contract Documents.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, CONTRACTOR'S Proposal including the CONTRACTOR'S EBO Plan, Bid Bond, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions to the Detail Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is

estimated as being the sum of One Hundred Eleven Thousand, One Hundred Thirty & no/100  
Dollars (\$ 111,130.00 ), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against the OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against the OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section Six (6), Paragraph Seventeen (17) of the Contract Documents
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of \_\_\_\_\_  
One Hundred Eleven Thousand, One Hundred Thirty & no/100  
Dollars (\$ 111,130.00 ).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of \_\_\_\_\_  
One Hundred Eleven Thousand, One Hundred Thirty & no/100  
Dollars (\$ 111,130.00 ).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.

11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly Section Six (6), Paragraphs Twenty-nine (29) and Thirty (30).
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
  - a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  - c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all subcontractors and suppliers.
  - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE CONTRACTOR organizations, MBE and FBE assistance organizations.


- e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
18. The contractor further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance;
  - b. Withholding of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance.
  - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the CONTRACTOR demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
  - d. Cancellation of the eligible project.
19. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in six (6) counterparts, each of which shall be deemed an original on the date first above written.


CITY OF JACKSON, MISSISSIPPI

Wilco Inc.  
Contractor

BY   
Mayor TC

By:   
Barry Willis - President

ATTEST   
City Clerk

ATTEST   
John Willis - Secretary

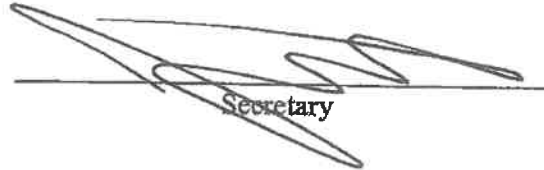
(Seal)



(Seal)

**CORPORATE CERTIFICATE**

I, John Willis certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Barry Willis, who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires:

Notary Seal

**PERFORMANCE BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**NRCS EWP**  
**FONTAINE PARK DRIVE**  
**STABILIZATION PROJECT**  
**(CITY PROJ. NO. 19B5001.902)**

KNOW ALL MEN BY THESE PRESENTS: that

Wilco, Inc.

(Name of CONTRACTOR)

1996 Hwy 51, Madison, MS 39110

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi 39205**

hereinafter called Owner, in the penal sum of One Hundred Eleven Thousand One Hundred Thirty Dollars and Zero Cents Dollars (\$ 111,130.00 ) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**City Project Number 19B5001.902**

**NRCS EWP PROJECT (FONTAINE PARK DRIVE)**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the

OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.


PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of August, 2020.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

(SEAL)

  
\_\_\_\_\_  
Witness as to Principal  
1996 Hwy 51  
Address  
Madison, MS 39110

Wilco, Inc.

Contractor


BY:  \_\_\_\_\_ (s)

1996 Hwy 51, Madison, MS 39110  
Address

ATTEST:

See Attached Power of Attorney  
(Surety) Secretary

(SEAL)

  
\_\_\_\_\_  
Witness as to Surety      Wes Price  
P.O. Box 1490  
Address  
Jackson, MS 39215-1490

Travelers Casualty and Surety Company of America  
Surety

BY:  \_\_\_\_\_

Attorney-in-Fact  
Brody Eric Buckley/Resident MS Agent  
Address  
Fisher Brown Bottrell Insurance, Inc.  
P.O. Box 1490, Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



**PAYMENT BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**

**NRCS EWP**  
**FONTAINE PARK DRIVE**  
**STABILIZATION PROJECT**  
**(CITY PROJ. NO. 19B5001.902)**

KNOW ALL MEN BY THESE PRESENTS: that

Wilco, Inc.

(Name of Contractor)

1996 Hwy 51, Madison, MS 39110

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi**

hereinafter called Owner, in the penal sum of One Hundred Eleven Thousand One Hundred Thirty Dollars and Zero Cents Dollars (\$ 111,130.00 ) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**City Project Number 19B5001.902**

**NRCS EWP PROJECT (FONTAINE PARK DRIVE)**

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the

construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.


PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of August, 2020.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

(SEAL)

  
\_\_\_\_\_  
Witness as to Principal  
1996 Hwy 51  
Address  
Madison, MS 39110

Wilco, Inc.

Contractor


BY:  (S)

1996 Hwy 51, Madison, MS 39110  
Address

ATTEST:

See Attached Power of Attorney  
(Surety) Secretary

(SEAL)

  
\_\_\_\_\_  
Witness as to Surety Wes Price  
P.O. Box 1490  
Address  
Jackson, MS 39215-1490

Travelers Casualty and Surety Company of America  
Surety

BY: 

Attorney-in-Fact  
Brody Eric Buckley/Resident MS Agent  
Address  
Fisher Brown Bottrell Insurance, Inc.  
P.O. Box 1490, Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brody Eric Buckley of Jackson, Mississippi, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of August, 2020



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
DECLARING THAT RACIAL INEQUITIES IN AVAILABILITY OF COVID-19  
VACCINES IN MISSISSIPPI MUST END**

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

WHEREAS, the City of Jackson is facing a crisis situation in the lack of availability of the vaccines for shots for Black people and people of color; and

WHEREAS, the State of Mississippi should be ashamed for only providing small amounts of vaccines to Black people and people of color and for the limited locations to be vaccinated as has been done so far; and

WHEREAS, the passage of this resolution will serve to make it known that Black people have been greatly affected by COVID-19 and therefore deserve to be vaccinated and have access to health care based on that reality; and

WHEREAS, the Jackson City Council, by the passage of this Resolution brings attention to the racial inequities in the rollout of the vaccine in the City of Jackson and hereby takes this official act in the best interest of the citizens of the City of Jackson.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby declares that racial inequities in availability of COVID-19 vaccines in Mississippi must end.

SO RESOLVED, this the \_\_\_\_ day of February, 2021.

Agenda Item #35  
Agenda Date: February 2, 2021  
(STOKES)



**ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Denise Fortner is a suitable person to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Denise Fortner shall be appointed to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Denise Fortner upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

**IT IS HEREBY ORDERED** that the compensation to be paid Denise Fortner upon commencement of service as Chief Deputy Clerk of Council shall be \$49,000.00 excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that Denise Fortner's tenure as Chief Deputy Clerk of t Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Denise Fortner as Chief Deputy Clerk of the Council.

**IT IS FINALLY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Denise Fortner as Chief Deputy Clerk of the Council.

Agenda Item No. 36

February 2, 2021

(Banks, Tillman)





**ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Constance Anderson-White is a suitable person to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Constance Anderson-White shall be appointed to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Constance Anderson-White upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

**IT IS HEREBY ORDERED** that the compensation to be paid Constance Anderson-White upon commencement of service as Chief Deputy Clerk of Council shall be \$49,000.00 excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that Constance Anderson-White's tenure as Chief Deputy Clerk of t Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Constance Anderson-White as Chief Deputy Clerk of the Council.

**IT IS FINALLY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Constance Anderson-White as Chief Deputy Clerk of the Council.

Agenda Item No. 37

February 2, 2021

(Banks, Tillman)



**ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Alexis Reed. is a suitable person to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Alexis Reed. Shall be appointed to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Alexis Reed upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

**IT IS HEREBY ORDERED** that the compensation to be paid Alexis Reed upon commencement of service as Chief Deputy Clerk of Council shall be \$50,000.00 excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that Alexis Reed's tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Alexis Reed as Chief Deputy Clerk of the Council.

**IT IS FINALLY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Alexis Reed as Chief Deputy Clerk of the Council.

Agenda Item No. 38  
February 2, 2021  
(Banks, Tillman)