



**SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
FEBRUARY 16, 2021  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

- 1. RAJAN ZED, PRESIDENT - UNIVERSAL SOCIETY OF HINDUISM**

**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. 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 #2019-1559 – 338 COLONIAL DRIVE– \$1,653.80. (WARD 1) (HILLMAN, LUMUMBA)**
- 4. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2075 – 5073 LURLINE DRIVE – \$904.00. (WARD 4) (HILLMAN, LUMUMBA)**
- 5. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY**

**WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1060 – 154 EAST DAVIS STREET – \$3,965.80. (WARD 7) (HILLMAN, LUMUMBA)**

- 6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1410 – 204 FERGUSON DRIVE– \$4,605.00. (WARD 6) (HILLMAN, LUMUMBA)**
- 7. RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 6, 2019, DECEMBER 10, 2019, MARCH 3, 2020, AND MARCH 17, 2020 IN THE FOLLOWING CASES:**

**2019-1191      2019-1498      2019-1568      2020-1075**

#### **INTRODUCTION OF ORDINANCES**

- 8. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF SUNRAY DRIVE (WHERE THE VFW POST 9832 IS LOCATED) TO WILLIE LINDSEY JR. DRIVE. (STAMPS)**

#### **ADOPTION OF ORDINANCE**

- 9. ORDINANCE ESTABLISHING PROCEDURES FOR ADOPTION AND OPERATION OF SPECIAL LOCAL IMPROVEMENT DISTRICTS. (LINDSAY)**
- 10. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REQUIRING SECURITY PERSONNEL AT CONVENIENCE STORES DURING HOURS OF OPERATION. (STOKES)**

#### **REGULAR AGENDA**

- 11. CLAIMS (HORTON, LUMUMBA)**
- 12. PAYROLL (HORTON, LUMUMBA)**
- 13. ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021. (HORTON, LUMUMBA)**
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2021 MUNICIPAL ELECTION. (A. HARRIS, LUMUMBA)**

- 15. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT WITH MORRIS AND MCDANIELS INC. TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANK OF SERGEANT FOR THE JACKSON POLICE DEPARTMENT. (SCOTT, LUMUMBA)**
- 16. ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II F COURSE TO THE JACKSON FIRE DEPARTMENT. (ALL WARDS) (OWENS, LUMUMBA)**
- 17. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
- 18. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR FACILITIES SERVICE AND SUPPLIES TO THE CITY OF JACKSON, MISSISSIPPI FOR THE DEPARTMENT OF HUMAN & CULTURAL SERVICES' EARLY CHILDHOOD DEVELOPMENT FACILITIES (ALL WARDS). (KIDD, LUMUMBA)**
- 19. ORDER AUTHORIZING THE AWARD OF THE SUM OF \$105,000 TO THE GREATER JACKSON ARTS COUNCIL AND THE MAYOR'S EXECUTION OF A CONTRACT WITH THE AGENCY. (KIDD, LUMUMBA)**
- 20. ORDER AUTHORIZING THE CITY OF JACKSON TO REMIT PAYMENT TO MS ERMA JOHNSON FOR CHARGES INCURRED FOR EXTENDING ACCESS TO THE SMITH ROBERTSON MUSEUM STORAGE UNIT. (KIDD, LUMUMBA)**
- 21. ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH OVERKIL TENNIS FOR THE MANAGEMENT AND USE OF PARHAM BRIDGES TENNIS CENTER AND PRO SHOP, DBA OVERKIL TENNIS, LOCATED AT 5055 OLD CANTON ROAD, JACKSON, MISSISSIPPI. (WARD 1) (HARRIS, LUMUMBA)**
- 22. ORDER AUTHORIZING THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION TO OPEN AND OPERATE PRO GOLF SHOPS AT THE PETE BROWN AND GROVE PARK GOLF FACILITIES. (WARDS 3 & 4) (HARRIS, LUMUMBA)**
- 23. ORDER AMENDING THE FEBRUARY 18, 2020 ORDER, ITEM NUMBER 32, AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT WITH THE MISSISSIPPI KARTING ASSOCIATION FOR THE SUPERVISION, OPERATION, AND USE OF A GO KART RACE TRACK LOCATED AT BUDDY BUTTS PARK. (WARD 4) (HARRIS, LUMUMBA)**
- 24. ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI**

**AND EXTERNAL LAW ENFORCEMENT AGENCIES IN THE STATE OF MISSISSIPPI TO PROVIDE RECRUIT TRAINING FOR SAID AGENCIES. (DAVIS, LUMUMBA)**

- 25. ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH CAPITAL CITY SECURITY, INC. TO PROVIDE SECURITY SERVICES FOR VARIOUS FACILITIES OPERATED BY THE CITY OF JACKSON (RFP 99046-111720). (JIMERSON, LUMUMBA)**
- 26. ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR A CERTIFIED LOCAL GOVERNMENT GRANT FISCAL YEAR 2021 (CLGFY2021) FOR FENCE REPAIR OF THE MOUNT OLIVE CEMETERY (WARD 3). (HILLMAN, LUMUMBA)**
- 27. ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT, FISCAL YEAR 2021 (CLGFY2021), FROM THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR RESTORATION OF THE FRONT PORCH OF THE SCOTT FORD HOUSES. (WARD 7) (HILLMAN, LUMUMBA)**
- 28. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS). (HILLMAN, LUMUMBA)**
- 29. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON. (ALL WARDS) (HILLMAN, LUMUMBA)**
- 30. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH CHRISTIANS IN ACTION, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON. (ALL WARDS) (HILLMAN, LUMUMBA)**
- 31. ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT. (WARD 7) (WILLIAMS, LUMUMBA)**



32. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CONSTRUCTION SPECIALISTS, LLC, FOR CONSTRUCTION OF ADA RESTROOM RENOVATIONS AT THE ARTS CENTER OF MISSISSIPPI, CITY PROJECT NO. 17B7003.701. (WARD 7) (WILLIAMS, LUMUMBA)
33. ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE LINDE DRIVE SEWER EMERGENCY, CITY PROJECT NO. 18B0510.701. (WARD 7) (WILLIAMS, LUMUMBA)
34. ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE ST. ANDREWS LOWER SCHOOL AND OLD CANTON ROAD SEWER EMERGENCY REPAIR. (WARD 7) (WILLIAMS, LUMUMBA)
35. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF DIAMOND ELECTRICAL COMPANY, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE OLD CANTON ROAD AT LAKELAND DRIVE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-8243-00(002)LPA/107546, CITY PROJECT NUMBER 18B4013. (WARD 7) (WILLIAMS, LUMUMBA)
36. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE 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. (WARD 2&3) (WILLIAMS, LUMUMBA)
37. ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. TO PROVIDE A REORGANIZATION PLAN FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS) (WILLIAMS, LUMUMBA)
38. ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRISLER CLEAR CONSULTING, LLC, TO PROVIDE PROJECT COORDINATION AND JOB ANALYSES FOR THE REORGANIZATION PROJECT FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION. (ALL WARDS) (WILLIAMS, LUMUMBA)
39. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC #1704996-P-6357-E 19 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION. (HOWARD, LUMUMBA)
40. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1404288-M-7671-E 24 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION. (HOWARD, LUMUMBA)

41. RESOLUTION AUTHORIZING THE CITY OF JACKSON, MS, TO ENTER INTO, A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., ("USP") D/B/A/ SERVICE LINE WARRANTIES OF AMERICA ("SLWA") FOR ADVERTISEMENT TO THE CITY'S RESIDENTS OF WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES AND EXTERNAL SEWER LINES. (BANKS)
42. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND HINDS COUNTY, MISSISSIPPI, TO PROVIDE FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) TO HINDS COUNTY, MISSISSIPPI, TO ENGAGE DEPUTIES OF THE SHERIFF OF HINDS COUNTY TO ASSIST WITH PUBLIC SAFETY ACTIVITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI. (STOKES)
43. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING SETTLEMENT NEGOTIATION OF WATER BILL CLASS ACTION LAWSUIT AGAINST THE CITY OF JACKSON. (STOKES)
44. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DECLARING THE JASCO LOCATION ON WOODROW WILSON DRIVE IN THE CITY OF JACKSON TO BE A PUBLIC NUISANCE AND THEREBY CLOSING SAID BUSINESS HEREBY DECLARED A PUBLIC NUISANCE. (STOKES)
45. ORDER RESCINDING THE ORDINANCE THAT RENAMED SUNRAY DRIVE TO WILLIE LINDSEY JR. DRIVE. (STAMPS)
46. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (STAMPS)

#### **DISCUSSION**

47. DISCUSSION: 1013 CARVER STREET (STOKES)
48. DISCUSSION: PROSPERITY STREET (STOKES)
49. DISCUSSION: FEDERAL COVID-19 REQUEST REPORT (LINDSAY)
50. DISCUSSION: LEGISLATIVE UPDATE (STAMPS)
51. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)

#### **PRESENTATION**

#### **PROCLAMATION**

#### **RESOLUTIONS**

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

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**



**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 #2019-1559 – 338 COLONIAL DRIVE – \$1,653.80 – WARD 1**

OFFICE OF THE CITY ATTORNEY  
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 2019-1559 located in Ward 1 of the City of Jackson; and

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

**WHEREAS**, 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 338 COLONIAL DRIVE for the sum of \$1,653.80; 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 338 COLONIAL DRIVE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,653.80 shall be paid to GREEN CONTRACT CLEANING, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 3  
Agenda Date: February 16, 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.																																														
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>	\$ 1,653.80																																														
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> <tbody> <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> </tbody> </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

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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 #2019-1559.

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

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**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 MISSISSIPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1559 - 338 COLONIAL DRIVE - \$1,653.80 - WARD is legally sufficient for placement in NOVUS Agenda.**

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

**Chandra Gayten, Deputy City Attorney** 

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



OFFICE OF THE CLERK  
CITY OF JACKSON

**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 #2018-2075 – 5073 LURLINE DRIVE – \$904.00 – WARD 4**

**WHEREAS**, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 8, 2019 for Case 2018-2075 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**, 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 5073 LURLINE DRIVE for the sum of \$904.00; 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 5073 LURLINE DRIVE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$904.00 shall be paid to GREEN CONTRACT CLEANING, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #4 Agenda Date: February 16, 2021 (HILLMAN, LUMUMBA)
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**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 01/12/2021  
DATE

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8.	<b>COST</b>	\$ 904.00																																													
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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## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: January 12, 2021

Ref: Agenda Item

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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 #2018-2075.

Thank you for your prompt consideration.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
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

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 MISSISSIPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2075 - 5073 LURLINE DRIVE - \$904.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.

  
Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney 

1/21/21

Date

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1060 – 154 EAST DAVIS STREET – \$3,965.80 – WARD 7**

**WHEREAS**, on June 27, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on May 7, 2019 for Case 2019-1060 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, R&C SERVICES LLC appeared next on the rotation list and through its representative, Cynthia Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 154 EAST DAVIS STREET for the sum of \$3,965.80; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with R&C SERVICES LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 154 EAST DAVIS STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$3,965.80 shall be paid to R&C SERVICES LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #5 Agenda Date: February 16, 2021 (HILLMAN, LUMUMBA)
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## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/09/2020

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> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The 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> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	WARD 7																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$3,965.80																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDS (001-444-70-6485)																																													
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## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: November 9, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with R&C SERVICES LLC for the demolition of structure(s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1060.

Thank you for your prompt consideration.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
1/2/14  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1060 - 154 EAST DAVIS STREET - \$3,965.80 (WARD 7) is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

1/2/14  
Date



OFFICE OF THE CLERK TO  
THE CITY OF JACKSON

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1410 – 204 FERGUSON DRIVE – \$4,605.00 – WARD 6**

**WHEREAS**, on April 24, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 13, 2018 for Case 2017-1410 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**, SITE MANAGEMENT ASSISTANCE LLC appeared next on the rotation list and through its representative, Kimko Dowels, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 204 FERGUSON DRIVE for the sum of \$4,605.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SITE MANAGEMENT ASSISTANCE LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 204 FERGUSON DRIVE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,605.00 shall be paid to SITE MANAGEMENT ASSISTANCE LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #6 Agenda Date: February 16, 2021 (HILLMAN, LUMUMBA)
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## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/21/2021

DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor 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 dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to 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> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	WARD 6
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 4,605.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____ N/A _____ AABE _____ %      WAIVER    yes _____ no _____ N/A _____ WBE _____ %      WAIVER    yes _____ no _____ N/A _____ HBE _____ %      WAIVER    yes _____ no _____ N/A _____ NABE _____ %      WAIVER    yes _____ no _____ N/A _____

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,  
Director Planning and Development

DATE: November 5, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with SITE MANAGEMENT ASSISTANCE LLC., for the demolition of structure(s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-1410.

Thank you for your prompt consideration.

Office of the City Attorney

OFFICE OF  
1/24/21  
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

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1410 - 204 FERGUSON DRIVE \$4,605.00 - (WARD 6) is legally sufficient for placement in NOVUS Agenda.

  
Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney 

1/21/21  
Date

2/18/21  
CITY ATTORNEY

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 6, 2019, DECEMBER 10, 2019, MARCH 3, 2020, AND MARCH 17, 2020 IN THE FOLLOWING CASES:**

2019-1191	2019-1498	2019-1568	2020-1075
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**WHEREAS**, administrative hearings were held on July 9, 2019, November 19, 2019, January 14, 2020, and February 25, 2020 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 August 6, 2019, December 10, 2019, March 3, 2020, and March 17, 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:

Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
2019-1191	Rebuilding Jackson, LLC	115 Culpepper Dr/39212/7	608-85	\$5,000.00	\$500.00	\$500.00	\$6,000.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds.
2019-1498	Broken Properties, LLC	2728 Hillside Dr/39204/5	209-99	\$5,000.00	\$500.00	\$500.00	\$6,000.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds.
2019-1568	River Place LLC	212 E. Cohea St/39202/7	70-77	\$4,922.00	\$492.20	\$1,000.00	\$6,414.20	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds.
2020-1075	Pope Michael G & Danielle J	304 Southbrook Dr/39211/1	559-710	\$420.00	\$42.00	\$500.00	\$962.00	Cutting of grass, weeds and removing of trash and debris, tree parts, inoperable vehicles, clean curbside.
<b>GRAND TOTAL:</b>							<b>\$19,976.20</b>	

**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

Consent Agenda Item #7  
Agenda Date: February 16, 2021  
(HILLMAN, LUMUMBA)

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: February 16, 2021  
BY: (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/16/2021

DATE

POINTS		COMMENTS																																														
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> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																														
3.	<b>Who will be affected</b>	All City of Jackson residents																																														
4.	<b>Benefits</b>	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.																																														
5.	<b>Schedule (beginning date)</b>	Following scheduled City Council date																																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide																																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																														
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# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 1/29/2021**

**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.

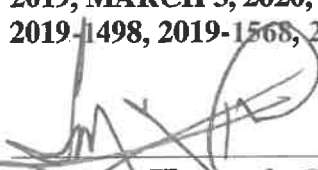


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COST AND PENALTIES FOR PARCELS  
CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE  
TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 6, 2019, DECEMBER 10,  
2019, MARCH 3, 2020, AND MARCH 17, 2020 IN THE FOLLOWING CASES: 2019-1199,  
2019-1498, 2019-1568, 2019-1075 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney CG

2/8/21  
\_\_\_\_\_  
Date



**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING  
THE HONORARY RENAMING OF SUNRAY DRIVE (WHERE THE VFW POST 9832  
IS LOCATED) TO WILLIE LINDSEY JR. DRIVE**

**WHEREAS**, Mr. Willie Lindsey, Jr was born a native of Madison, Mississippi to Mr. Willie Lindsey, Sr. and Lee Dora Lewis Lindsey and they later moved to Jackson where Willie was able to attend and graduate from Lanier High School. Upon graduation, Willie joined the United States Air Force where he served his country for 4 years. After his tour of duty, Willie came home to attend Campbell College and Hinds Community College. He worked various jobs until he joined Vickers-Eaton Aerospace in 1965 where he retired in 2001 after 36 years of service; and

**WHEREAS**, Willie Lindsey had a true passion to serve. This was evident when he joined the Veterans of Foreign Wars (VFW) Post 9832 in 1963. He served in various capacities during his membership to include: Post Commander for 20 years, All-American Commander twice, and All-State Commander 14 times. Finally, he rose up through the ranks to be elected the first African American State Commander of Mississippi; and

**WHEREAS**, after being elected as the State Commander of Mississippi, Willie took on his responsibilities and served this position with dignity and grace until 2007. Willie became a lifelong member of the VFW Post 9832 even after he served in various positions. If ever you called him and he did not answer or you stopped by and he was not home, you always knew where he was. He was at the VFW handling their business. The VFW and Willie Lindsey, (affectionately known as "Puddin") were synonymous. Willie Lindsey transitioned from this earthly life on January 4, 2018.

**THEREFORE, BE IT RESOLVED** that the City Council of Jackson, Mississippi would like to honor the work and memory of Mr. Willie "Puddin" Lindsey, Jr. by the honorary renaming of Sunray Drive, (where the VFW Post 9832 is located) to Willie Lindsey, Jr. Drive.

Intro to Ordinance #8 Agenda Date: February 16, 2021 (STAMPS)
---



**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

Adoption of Ordinance #9  
Agenda Date: February 16, 2021  
(LINDSAY)

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 OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
REQUIRING SECURITY PERSONNEL AT CONVENIENCE STORES  
DURING HOURS OF OPERATION.**

**WHEREAS**, on September 6, 2011, the City Council of the City of Jackson, Mississippi passed an ordinance requiring the presence of security personnel at convenience stores during hours of operation; and

**WHEREAS**, said Ordinance specifically states as follows:

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

**WHEREAS**, convenience stores are prevalent in the City of Jackson and have been the site of various violent crimes and robberies; and

**WHEREAS**, it is in the best interests of the citizens of the City of Jackson that an Ordinance be established requiring the presence of security personnel during the hours of 12:00 a.m. until 5 a.m. at convenience stores that are open for twenty-four hours; and

**WHEREAS**, all other convenience stores shall place a security plan on file with the City of Jackson within one hundred (100) days after passages of this Ordinance.

**THEREFORE, BE IT HEREBY ORDAINED** that the City Council of Jackson, Mississippi hereby requires the presence of security personnel during the hours of 12:00 a.m. until 5 a.m. at convenience stores that are open for twenty-four (24) hours.

**WHEREAS**, said Ordinance was repealed on January 24, 2012, more than a year ago, and it is fitting and proper that the City Council act on this matter at this time.

**IT IS HEREBY ORDERED** that security personnel is hereby required at convenience stores during said hours of operation.

**SO ORDERED**, this the \_\_\_\_ day of November, 2014.

Adoption of Ordinance #10  
Agenda Date: February 16, 2021  
(STOKES)





**ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021**

**WHEREAS**, the Fiscal Year 2020-2021 Municipal Budget needs to be revised for the necessary changes noted below.

**IT IS THEREFORE ORDERED** that the Fiscal Year 2020-2021 budget be revised by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-442.63-6240	4,129	
001-442.40-6473	2,600	
001-442.40-6847		2,600
001-442.63-6847		4,129

Audit Find being addressed where only those capital assets with an individual cost of \$5,000 or greater is purchased out of capital outlay category.

001-453.00-6612	24,713	
001-453.00-6922		24,713

Moving budget across category to get an expenditure line out of the negative.

001-5899	100,000	
001-433.00-6742		100,000

Council approved donation to Jackson State University.

002-907.00-6214	5,000	
002-907.00-6224	111,175	
002-907.00.6231	2,000	
002-907.00-6240	32,000	
002-907.00-6419	110,000	
002-907.00-6852		105,536
002-907.10-6847		40
002-907.10-6876		154,599

Audit finding being addressed where only those capital assets with an individual cost of \$5,000 or greater is purchased out of capital outlay category.

004-904.00-6243	261,301	
004-904.006812		261,301

Audit finding being addressed where only those capital assets with an individual cost of \$5,000 or greater is purchased out of capital outlay category.

Agenda Item #13  
Agenda Date: February 16, 2021  
(HORTON, LUMUMBA)

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
010-509.00-6240	40,000	
010-509.00-6240		40,000

Audit finding being addressed where only those capital assets with an individual cost of \$5,000 or greater is purchased out of capital outlay category.

032-522.90-6823	2,000,000	
032-522.90-6824	12,019,287	
032-522.90-6413		2,000,000
032-522.90-6485		12,019,287

Audit finding being addressed where only those capital assets with an individual cost of \$5,000 or greater is purchased out of capital outlay category.

085-824.10-6485	100,000	
085-983.00-6743		100,000

CDGB moving funds to cover demolition expenses.

302-5899	280,799	
302-443.60-6234		50,435
302-443.60-6419		50,269
302-443.60-6455		18,157
302-443.60-6464		45,115
302-443.60-6847		116,823

Wireless Funds moved from (Fund 302) fund balance to cover technology project for the Fire Trucks (Camera & Call Systems).

361-5899	3,843	
361-44211-6868		3,843

The grant was reconciled after the beginning of the new fiscal year with an unpaid encumbrance.

373-5899	39,318	
373-401.46-6218		10,000
373-401.98-6299		14,318
373-401.98-6419		10,000
373-401.98-6421		2,000
373-401.98-6431		1,500
373-401.98-6432		1,500

Two grants awarded to the City of Jackson (Aspen Institute & NLC) through the CAO Office.

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
377-4590	10,000	
377-5899	748,906	
377-442.91-6115		548,906
377-442.91-6231		150,000
377-442.91-6240		50,000
377-442.96-6213		10,000

DOJ Coronavirus Emergency Grant that the Jackson Police Department received from the Department of Justice to assist with operations during the pandemic health crisis.

378-4691	244,071	
378-442.81-6419		7,692
378-442.81-6760		11,305
378-442.81-6855		15,998
378-442.81-6868		209,076

A new Department of Justice Grant awarded to the Jackson Police Department.

379-4591	517,706	
379-715.11-6742		517,706

ESG Covid Cares Act awarded to the City of Jackson Planning & Development for sub-recipient Salvation Army.

380-4592	104,345	
380-4593	104,345	
380-715.21-6742		104,345
380-715.22-6742		104,345

HOPWA Covid Cares Act funding awarded to the City of Jackson Planning and Development for sub-recipient Grace House (\$104,345) and MUTEH (\$104,345).

(HORTON, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 9, 2021 9  
DATE

POINTS																																															
1.	<b>Brief Description/Purpose</b>	Order Revising the Municipal Budget for Fiscal Year 2020-2021																																													
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>	N/A																																													
3.	<b>Who will be affected</b>	N/A																																													
4.	<b>Benefits</b>	N/A																																													
5.	<b>Schedule (beginning date)</b>	Upon Approval of Council																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	ALL WARDS  CITY WIDE																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Administration Department of Finance																																													
8.	<b>COST</b>	N/A																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	N/A																																													
10.	<b>EBO participation</b>	<table border="0"> <tbody> <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> </tbody> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

THE CITY OF  
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF ADMINISTRATION

MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Laa Wanda J. Horton, Director *LJH/SP*  
Department of Administration

**DATE:** February 10, 2021

**RE:** FY 2020-2021 Budget Revision

---

After a review of the first quarter revenue and expenses, it has become necessary to revise some line items in the FY2020-2021 budget to address certain needs and allocations that will affect the outcome of the budget as originally adopted. The attached council order is to approve the revisions to budget.

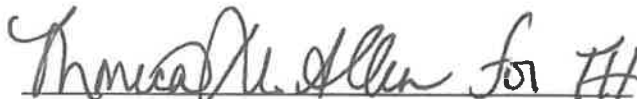

Your attention to this matter is appreciated.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

**ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL  
YEAR 2021-2021** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date

COPIES  
2/10/21  
11

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2021 MUNICIPAL ELECTION.**

OFFICE OF THE CITY ATTORNEY

**WHEREAS**, the City of Jackson, Mississippi, is preparing for a 2021 Municipal Election cycles; and

**WHEREAS**, the Secretary of State Office has set the date for the 2021 Municipal Election cycle to begin on April 6, 2021; and

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

**WHEREAS**, Pharos Consulting Services proposes to provide election consulting services to the City of Jackson, including: training and support in the Statewide Election Management System (SEMS), project management on ES&S election services, edits to the Poll Manager's guide and election support during the 2021 Municipal Election cycles including the Primary Election, Primary Run-off if necessary, and General Election; and

**WHEREAS**, Pharos Consulting Services will provide said services in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00).

**IT IS, THEREFORE, ORDERED** that the Mayor is hereby authorized to execute an agreement with Pharos Consulting Services to provide consulting and training services to the City of Jackson at a cost not to exceed Four Thousand Five Hundred Dollars (\$4,500.00).

Agenda Item:

14

Date: February 16, 2021

By: A. Harris, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**February 4, 2021**

**DATE**

POINTS		COMMENTS																																														
1.	<b>Brief Description/Purpose</b>	Election Consulting Agreement to assist with the 2021 Municipal Elections																																														
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>	N/A																																														
3.	<b>Who will be affected</b>	Governing authorities and City of Jackson voters																																														
4.	<b>Benefits</b>	Will provide a more efficient process for the 2021 Municipal elections																																														
5.	<b>Schedule (beginning date)</b>	Upon passage to June 9, 2021																																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Citywide																																														
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Municipal Clerk																																														
8.	<b>COST</b>	Not to exceed \$4,500.00																																														
<input type="checkbox"/> X <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b></li> <li>▪ <b>Bond</b></li> <li>▪ <b>Other</b></li> </ul>	001-428-20-6419 (Other Professional Services)																																														
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>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																								
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Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2021 MUNICIPAL ELECTION is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date



## ELECTIONS SUPPORT AGREEMENT FOR CITY OF JACKSON 2021

### TECHNICAL SUPPORT AGREEMENT FOR 2021

This agreement is to define the terms and conditions under which election consulting services will be provided by Pharos Consulting Services to City of Jackson for training and support in the Statewide Election Management System (SEMS), project management on ES&S election services, edits to the Poll Manager's guide and election support during the 2021 Municipal Election cycles including the Primary Election, Primary Run-off Election if necessary, and General Election.

#### Training/Support Services Overview

- Based on services provided in previous election cycles, Pharos is proposing a block of 50 hours with Madalan Lennep, PMP. This agreement is for the services as listed above and begins the date the agreement is signed. Scheduling for on-site visits will be mutually agreed upon by the parties. Phone calls will be billed in 15-minute increments. Consulting rate is \$80.00/hour for the 50-hour block of time will total \$4,500. **Only actual hours used will be billed.** Pharos will review with city officials after the first 50 hours to determine if additional services are required.

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

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

Agreed to by:

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

\_\_\_\_\_  
Date

Agreed to by:

*Madalan Lennep*

Pharos Consulting Services

\_\_\_\_\_  
Date

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT WITH MORRIS AND MCDANIELS INC. TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANK OF SERGEANT FOR THE JACKSON POLICE DEPARTMENT**

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI  
FEBRUARY 16, 2021

**WHEREAS**, the Jackson Police Department ("JPD") has vacancies for the positions of Police Sergeant; and

**WHEREAS**, municipal interests in the preservation of life and property requires filling said positions with permanent, independently evaluated personnel, who will serve the citizens of Jackson; and

**WHEREAS**, the City seeks to develop, validate, administer, and implement testing an assessment process for the rank of Police Sergeant within the Jackson Police Department, which process is comprehensive, non-discriminatory, and job-related; and

**WHEREAS**, the Morris and McDaniel's, Inc. has agreed to provide consulting services necessary to assist the City in developing, validating, administering, and implementing such a program for the rank of Police Sergeant; and

**WHEREAS**, Morris & McDaniel Inc., is a for profit corporation incorporated in the State of Mississippi on June 28, 1976; and

**WHEREAS**, David M. Morris is the President of the corporation and Joseph F. Nassar is the Secretary of Morris & McDaniel Inc., and

**WHEREAS**, Morris & McDaniel Inc., has a physical address of 741 North Congress Street, Jackson, Mississippi according to records appearing in the Mississippi Secretary of State's online database; and

**WHEREAS**, David M. Morris has a license to practice law in Mississippi and also a Doctorate of Philosophy in Psychology with specialization in Industrial/Organizational Psychology; and

**WHEREAS**, Morris proposes to develop, administer, and manage a testing and assessment process for the promotion to the ranks of Police Sergeant in the Jackson Police Department at a cost of \$54,000; and

**WHEREAS**, the City shall pay Morris and McDaniel's, Inc., according to the schedule of billing milestones set forth in Exhibit B to the agreement which follows:

Agenda Item #15  
Agenda Date: February 16, 2021  
(SCOTT, LUMUMBA)

## **EXHIBIT B TO CONTRACT**

### **Milestones**

**City of Jackson Police Department**

**Pricing for Sergeant Promotional Process - Contract initiation December 2020**

**Morris & Associates, Inc., Contractor**

<b>Milestone</b>	<b>Description</b>	<b>Amount</b>
<b>One</b>	complete exam plan and announcement issued	\$ 2,250.00
<b>Two</b>	completion of job currency analysis and/or full job analysis	\$ 6,250.00
<b>Three</b>	completion of written exam development and assessment center exercises	\$ 24,000.00
<b>Four</b>	completion of exam administration	\$ 7,250.00
<b>Five</b>	assessment, including training, on-site scoring, monitor & mgmnt entire process	\$ 7,250.00
<b>Six</b>	conduct Second Review	\$ 4,500.00
<b>Seven</b>	administrative fee upon completion of assessment	\$ 2,500.00
	<b>TOTAL</b>	<b>\$ 54,000.00</b>

**This is intended to be an all-inclusive price, to include professional fees, printing and shipping costs, any and all travel and logistical support for staff and third-party assessors, as well as general administrative support and overhead.**

**WHEREAS**, Morris and McDaniel's, Inc., shall submit invoices to the City upon the attainment of each milestone and the City shall have thirty (30) days to pay the amounts invoiced or to contest any amount listed therein; and

**WHEREAS**, David M. Morris has the experience, knowledge, and skill to develop, conduct, and manage competitive but non-discriminatory assessment centers for the promotion to the ranks of Police Sergeant and Police Lieutenant within the Jackson Police Department; and

**WHEREAS**, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect; and

**WHEREAS**, Morris and McDaniel's, Inc., shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Mississippi and shall require all subcontractors to do likewise; and

**WHEREAS**, Morris and McDaniel's, Inc., is an independent contractor in the performance of all activities and functions pursuant to this operating agreement; and

**WHEREAS**, Morris and McDaniel's, Inc., shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement; and

**WHEREAS**, the breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default; and

**WHEREAS**, the non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default or breach committed; and

**WHEREAS**, either party may terminate the Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notice designating the termination date; and

**WHEREAS**, in the event the City exercises the option to terminate for convenience, the City will pay Morris and McDaniel's, Inc. on a *quantum meruit* basis for work performed in good faith as of the date of the notice; and

**WHEREAS**, in addition to the terms stated above, the scope of the work was defined in Exhibit A to the agreement as follows:

## **SCOPE OF WORK FOR THE JACKSON POLICE DEPARTMENT**

### **SERGEANT PROMOTIONAL PROCESS**

#### **EXHIBIT A TO CONTRACT**

##### **1. Project Planning Discussions**

Following the award of the project, the project team of Morris & McDaniel, Inc., will discuss the project proposal with appropriate decision-makers for the City. The purpose of these discussions will be to:

- a. identify all staff who will be involved in or affected by the project, and plan to include those individuals in the information gathering and information flow process;
- b. confer with appropriate authorities regarding the proposed methodology; and

Based on these preliminary discussions, our project team will refine a comprehensive work plan describing all tasks and subtasks for the project to ensure the timely completion of all project phases and anticipate potential problems.

**2. Conduct Job Analysis/Currency Analysis, as Appropriate**

After reviewing existing job analyses, a job analysis, as appropriate, will be recommended.

**3. Recommend Promotional Process for the Targeted Rank**

Upon completion of the currency/job analysis our firm will conduct discussions with the appropriate decision-makers regarding the appropriate promotional process and exercises we would recommend for the rank of Police Sergeant

**4. Develop, Draft, and Submit the Examination Plan to Appropriate Decision-Makers for Approval**

The data collected to this point will drive this decision. We will work with the appropriate decision-makers and recommend weights for the examination components for the Sergeant rank.

**5. Reading List**

Morris & McDaniel will work with decision-makers to identify external sources for consideration of testing and regarding identification of internal source material (SOP, rules and regulation, etc.).

**6. Provide Written Multiple-Choice Test and Assessment Center Exercises**

We will develop and administer appropriate testing and assessment instruments and undertake the administration of both components of the process.

**7. Assessor Recruitment and Training**

A diverse group of assessors balanced as to ethnic and gender diversity will be recruited by Morris & McDaniel and trained using a Covid-Compliant virtually recorded and structured training program (all virtual - no assessors onsite). The assessors will be trained immediately prior to the assessment activities.

**8. Candidate Feedback**

It has been Morris & McDaniel, Inc.'s experience that acceptance of the promotional process is enhanced by providing candidates with feedback on their performance in the assessment programs. If the optional Assessment Center component is chosen, we can work with County/Center on delivering feedback options.

**9. Presentation of Rank-Ordered List of Candidates**

We will present to the County/Center, a rank-ordered list of candidates based on their performance in the assessment process.

**IT IS, HEREBY ORDERED,** that the Mayor be authorized to execute a contract with Morris & McDaniel Inc, to develop, administer, and manage a testing and assessment process for promotion to the rank of Sergeant within the Jackson Police Department; and

**IT IS, HEREBY ORDERED,** that a sum not exceeding \$54,000 may be paid to Morris & McDaniel, Inc., for the services associated with developing, conducting, and managing the assessment center described in this order.

## **MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Toya Martin, Deputy Director  
Personnel Management

**DATE:** February 4, 2021

**RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT WITH MORRIS AND MCDANIELS INC. TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANK OF SERGEANT FOR THE JACKSON POLICE DEPARTMENT**

Attached is a council order authorizing the Mayor to execute a professional service agreement with Morris and McDaniel's, Inc. to develop, administer, and manage a testing and assessment process for the rank of sergeant for the Jackson Police Department in the amount of 54,000.



## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 16, 2021

DATE

POINTS		COMMENTS																																														
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT WITH MORRIS AND MCDANIELS INC. TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANK OF SERGEANT FOR THE JACKSON POLICE DEPARTMENT</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	Change in City Government																																														
3.	<b>Who will be affected</b>	Jackson Police Department and citizens of Jackson																																														
4.	<b>Benefits</b>	To service the citizens of Jackson more effectively.																																														
5.	<b>Schedule (beginning date)</b>	Upon approval by the council																																														
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide																																														
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> § City Department  § Consultant	Department of Personnel Management Jackson Police Department																																														
8.	<b>COST</b>																																															
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	General Fund																																														
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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**CONTRACT FOR CONSULTANT SERVICES  
BETWEEN CITY JACKSON, MISSISSIPPI  
AND MORRIS & McDANIEL INC.**

This Contract for Consultant Services (the "Contract") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Jackson, a municipal corporation of the State of Mississippi, (the "City") and Morris & McDaniel, Inc., a Mississippi Corporation ("Consultant").

**RECITALS**

WHEREAS, the City seeks to develop, validate, administer, and implement testing an assessment process for the rank of Police Sergeant within the City of Jackson Police Department, which process is comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services necessary to assist the City in developing, validating, administering, and implementing such a program for the rank of Police Sergeant; and

WHEREAS, the parties desire to enter into this Contract in order to more particularly define their responsibilities and duties.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I  
PROJECT AND SCOPE OF SERVICES**

1.01 **Project Description.** The City hereby retains the Consultant to develop, validate, implement, and administer a testing and assessment process for the rank of Police Sergeant within the City of Jackson Police Department as described in more detail later in this contract.

1.02 **Compliance With Contract.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall, unless otherwise indicated herein, be used, developed, validated, implemented, and administered pursuant to the scope, terms, warranties, representations, and covenants set forth in this Contract.

1.03 **Compliance With Laws And Professional Standards.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection

Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing, the City of Jackson's Civil Service Rules and (e) any other applicable laws, rules, regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and non-legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above, the personnel assigned by the Consultant to carry out this contract shall use their best professional judgment and use the standard that most accurately reflects the current state of non-discriminatory testing requirements.

1.04 **Scope of Services.** In addition to any other duties set forth in this Contract, the Consultant shall provide those services as described in the Scope of Services attached hereto as Exhibit A.

## **ARTICLE I TERMS OF AGREEMENT GENERALLY**

2.01 **Amount Of Funding.** In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant a sum which shall not exceed Fifty-Four Thousand and no/100 Dollars (\$54,000.00).

2.03 **Payment.** As previously stated, the City shall pay the Consultant according to the schedule of billing milestones set out in Exhibit B,. The Consultant shall submit invoices to the City upon the attainment of each milestone and the City shall have thirty (30) days to pay the amounts invoiced or to contest any amount listed therein.

2.06 **Nondiscrimination.** The Consultant and the City shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, religion, sex, age, or national origin, or otherwise commit a discriminatory employment practice. The Consultant and the City will take action to ensure that applicants are employed and that employees are dealt with during their employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Consultant and the City further agree that this clause will be incorporated in all contracts entered into with subcontractors who may perform any services in connection with this Contract.

2.07 **Term Of Contract.** The term of this Contract shall begin upon the execution date referenced above and will terminate upon the final payment by the City after receipt of the validation reports from the Consultant.

## **ARTICLE III INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS**

3.01 **Hold Harmless.** With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or

omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the City.

### 3.03 Insurance Requirements.

(a) Before commencing any work, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance.

(b) The Consultant, upon execution of this Agreement, shall provide, at its own cost and expense, the following insurances to the City with companies acceptable to the City, which insurance shall be evidenced by certificates and/or policies as determined by the City.

(i) Workers Compensation Insurance: The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Mississippi and shall require all subcontractors to do likewise.

(ii) Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance; MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any one Fire
\$ 5,000	Medical Expense any One Person

(iii) Property Insurance: Contractor shall be responsible for maintaining any and all property insurance on their own equipment.

(iv) Errors and Omissions: Errors and omissions coverage in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each wrongful act/aggregate and the Consultant shall maintain such coverage for at least three (3) years from the termination date of this Contract.

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met,

or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

(d) Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

(e) The Consultant is required to provide copies of the insurance policies upon request. Copies of all required endorsements and Certificate of Insurance shall also be mailed to the City at such address as City shall designate.

#### **ARTICLE IV INTEREST OF PARTIES**

4.01 **Independent Contractor Status.** The Consultant is an independent contractor in the performance of all activities and functions pursuant to this operating agreement. The Consultant and City are not and shall not be considered as joint ventures, partners or agents of each other, and neither shall have the power to bind or obligate the other. The Consultant's officers, employees, agents, and subcontractors shall not be considered as officers, employees, or agents of City. City and the Consultant hereby agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another, except as specifically provided otherwise.

4.02 **Voluntary Assignment of Interest.** The Consultant shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement.

4.03 **Involuntary Assignment of Interest.** This agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Notwithstanding the foregoing, the Consultant agrees that:

(a) In the event that any proceeding under the Bankruptcy Act, or any amendment thereto, is commenced against Consultant, and the proceedings are not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization; or

(b) In the event Consultant is (i) adjudged insolvent, (ii) makes an assignment or execution is levied against any real or personal property owned or leased by Consultant that is not released or satisfied within fifteen (15) days thereafter, or (iii) if a receiver is appointed in any proceeding or action to which Consultant is a party with authority to take possession or control of the premises or the business conducted thereon by Consultant and such receiver is not discharged within a period of fifteen (15) days after his appointment, any such event or any involuntary assignment shall constitute a breach of this agreement by Consultant and, at the option of City and without notice or entry or other action of City,

shall terminate this agreement and also all rights of Consultant under this agreement and any and all persons claiming under Consultant, in and to this agreement.

## **ARTICLE V TERMINATION AND DEFAULT**

5.01 **Termination for Cause.** The breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default. The non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default or breach committed. The non-defaulting party shall have the option to terminate the agreement after expiration of the time periods as follows:

(a) If the default can be cured by payment or posting of money, bond or other security for money due, the payment of a final assessment, or other obligation, the defaulting party shall have fourteen (14) days after receipt of the notice to terminate in order to pay over such money, or, if the payment be contested, to deposit such amount with an independent escrow holder or a court of competent jurisdiction pending final determination of liability. Said deposit shall be in the form of cash unless the non-defaulting party approves some other form of security.

(b) If the default cannot be cured by payment or deposit of money or security as provided in subparagraph (a) above, the defaulting party shall have twenty-one (21) days after receipt of written notice to terminate in which to cure the defect.

(c) If the default is one that, by its nature, cannot be reasonably cured within twenty-one (21) days, then the defaulting party shall have a reasonable time in which to cure the default. Such time period shall not be greater than times required by statutes, laws, ordinances, rules and regulations, or order of the City of Jackson or State of Mississippi and shall be based upon a written schedule of performance and supporting documentation indicating the shortest period in which such default can be cured by the defaulting party.

(d) If the default is one that, by its nature, cannot be cured, the non-defaulting party may terminate this agreement on ten (10) days prior written notice.

5.02 **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notice designating the termination date. In the event the City exercises this option, the City shall pay Consultant on a *quantum meruit* basis for work performed in good faith as of the date of the notice. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 **Performance.** In addition to any default arising under the provisions of Paragraph 5.01, the Consultant hereby acknowledges that the Consultant's failure to perform any of the

following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts.
- (b) Preparation and timely submission of the required reports to City.
- (c) Meet minimum activity levels with contract activity to begin no later than June 15, 2018 and proceed with due diligence to meet a completion date no later than October 31, 2018.

**5.04 City's Right to Perform the Consultant's Obligations.** After the expiration of the applicable period of time for making any payment or for performing or complying with any obligation and duty provided under this Contract, or after the expiration of the applicable time to cure any default pertaining thereto, City, at its election and with no notice, may make any such payment or perform or comply with any such obligation and duty on behalf of the Consultant. The amount of any such payment and the cost of any such performance or compliance shall be due and payable by the Consultant on the first day of the first month following the date which such amount was paid or such cost was incurred. City shall give prompt written notice to the Consultant of the payment of such amount, and interest shall accrue from the date of such notice.

**5.05 Change of Ownership of Consultant.** This agreement is in no way transferable or assignable by Consultant. Should the ownership of the Consultant change through sale, buyout, merger, acquisition, or any other manner affecting the Consultant name(s) as included in this agreement, this agreement shall be null and void.

**5.06 Waiver.** No waiver by either party at any time of any of the terms, conditions, covenants or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced.

**5.07 Breach of Contract.** Failure of any party to perform the obligations required by this Contract or incorporated herein by reference shall constitute a material breach of this agreement and the other party shall be entitled to pursue any and all remedies available at law or equity in addition to other rights and remedies specifically provided herein.

5.08 **Copyrighted Materials.** The parties represent and warrant that all test materials are proprietary to the Consultant. The Consultant agrees that he will not disclose any information pertinent to this Contract without prior approval of the City, unless required to by law.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof, with performance to begin no later than June 15, 2018, and proceed at a pace in order to fulfill all contractual obligations no later than October 31, 2018.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner with performance to begin no later than June 15, 2018, and proceed at a pace in order to fulfill all contractual obligations no later than October 31, 2018.

6.03 **Quality of Services.** The Consultant agrees to perform the services specified herein in a good and professional manner and according to industry standards.

6.04 **Counterparts.** This agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6.05 **Additional Instruments and Actions.** Each party shall deliver such further instruments and take such further actions as may be reasonably requested by the other in order to carry out the provisions and purposes of this agreement.

6.06 **Headings.** Headings and captions in this agreement are solely for the convenience of reference and shall not affect the interpretation of this agreement.

6.07 **Severability.** In the event that any provision of this Contract is rendered invalid or unenforceable, such provision shall be severed from this Contract and the remaining provisions shall continue in full force and effect, provided however, that if the effect of the severance of such unenforceable provision is to substantially deprive either party of the benefits of this Contract, this agreement may be terminated by the other party so deprived immediately upon written notice to the other party.

6.08 **Notices.** Any notice required or permitted hereunder shall be in writing and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt for certified mail as evidence of the mailing date.



**CITY:**  
City of Jackson  
P. O. Box 17  
Jackson, MS 39205-0017  
Attn: Chokwe Antar Lumumba, Mayor

**CONSULTANT:**  
Morris & McDaniel, Inc.  
Management Consultants  
741 N. Congress Street  
Jackson, MS 39202  
Attn: Dr. David M. Morris

6.09 **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Mississippi. All action, whether sounding in contract or in tort relating to the validity, interpretation and enforcement of this Agreement shall be instituted in the courts of the State of Mississippi, located in Hinds County, and in no other.

6.10 **Project Delays.** Delays may occur on the part of the City due to unforeseen circumstances (i.e., litigation, court injunctions, etc.). If such delays occur and require additional work to be performed by the Consultant, the City shall be charged at a rate agreed to by both parties and shall be evidenced by a written amendment to the Contract signed by both parties.

6.11 **Duplication of Test Materials.** The Consultant will be responsible for the duplicating of all exercises, tests, and materials used (by candidates) during the test, candidate orientation packets, and other similar test-related items. The cost of this duplication is included in the total contract price.

INTENDING TO BE LEGALLY BOUND, the parties have executed this CONTRACT FOR CONSULTING SERVICES BETWEEN CITY OF JACKSON AND MORRIS & McDANIEL, INC. as of the date written above.

City of Jackson

Morris & McDaniel, Inc.

By: Chokwe Antar Lumumba, Mayor

By David M. Morris, President

## **SCOPE OF WORK FOR THE JACKSON POLICE DEPARTMENT**

### **SERGEANT PROMOTIONAL PROCESS**

**1. Project Planning Discussions**

Following the award of the project, the project team of Morris & McDaniel, Inc., will discuss the project proposal with appropriate decision-makers for the City. The purpose of these discussions will be to:

- a. identify all staff who will be involved in or affected by the project, and plan to include those individuals in the information gathering and information flow process;
- b. confer with appropriate authorities regarding the proposed methodology; and

Based on these preliminary discussions, our project team will refine a comprehensive work plan describing all tasks and subtasks for the project to ensure the timely completion of all project phases and anticipate potential problems.

**2. Conduct Job Analysis/Currency Analysis, as Appropriate**

After reviewing existing job analyses, a job analysis, as appropriate, will be recommended.

**3. Recommend Promotional Process for the Targeted Rank**

Upon completion of the currency/job analysis our firm will conduct discussions with the appropriate decision-makers regarding the appropriate promotional process and exercises we would recommend for the rank of Police Sergeant

**4. Develop, Draft, and Submit the Examination Plan to Appropriate Decision-Makers for Approval**

The data collected to this point will drive this decision. We will work with the appropriate decision-makers and recommend weights for the examination components for the Sergeant rank.

**5. Reading List**

Morris & McDaniel will work with decision-makers to identify external sources for consideration of testing and regarding identification of internal source material (SOP, rules and regulation, etc.).

**6. Provide Written Multiple-Choice Test and Assessment Center Exercises**

We will develop and administer appropriate testing and assessment instruments and undertake the administration of both components of the process.

**7. Assessor Recruitment and Training**

A diverse group of assessors balanced as to ethnic and gender diversity will be recruited by Morris & McDaniel and trained using a Covid-Compliant virtually recorded and structured training program (all virtual - no assessors onsite). The assessors will be trained immediately prior to the assessment activities.

**8. Candidate Feedback**

It has been Morris & McDaniel, Inc.'s experience that acceptance of the promotional process is enhanced by providing candidates with feedback on their performance in the assessment programs. If the optional Assessment Center component is chosen, we can work with County/Center on delivering feedback options.

**9. Presentation of Rank-Ordered List of Candidates**

We will present to the County/Center, a rank-ordered list of candidates based on their performance in the assessment process.

**EXHIBIT A TO CONTRACT**

<b>Milestones</b> <b>City of Jackson Police Department</b> <b>Pricing for Sergeant Promotional Process - Contract Initiation December 2020</b> <b>Morris &amp; Associates, Inc., Contractor</b>		
<b>Milestone</b>	<b>Description</b>	<b>Amount</b>
<b>One</b>	complete exam plan and announcement issued	\$ 2,250.00
<b>Two</b>	completion of job currency analysis and/or full job analysis	\$ 6,250.00
<b>Three</b>	completion of written exam development and assessment center exercises	\$ 24,000.00
<b>Four</b>	completion of exam administration	\$ 7,250.00
<b>Five</b>	assessment, including training, on-site scoring, monitor & mgmnt entire process	\$ 7,250.00
<b>Six</b>	conduct Second Review	\$ 4,500.00
<b>Seven</b>	administrative fee upon completion of assessment	\$ 2,500.00
	<b>TOTAL</b>	<b>\$ 54,000.00</b>
<b>This is intended to be an all-inclusive price, to include professional fees, printing and shipping costs, any and all travel and logistical support for staff and third-party assessors, as well as general administrative support and overhead.</b>		

**EXHIBIT B TO CONTRACT**

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

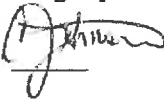
OFFICE OF THE CITY ATTORNEY  
JAN 21 2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH MORRIS AND MCDANIELS TO CONDUCT A POLICE SERGEANT ASSESSMENT** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney



DATE 2/9/21



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
*David J. Owens*

**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 mandates that candidates enroll and successfully complete the NFPA Firefighter 1001-I-IIF as a prerequisite to the issuance of certification; and

**WHEREAS**, the NFPA Firefighter 1001-I-IIF course may be taken on the campus of the Mississippi State Fire Academy or through a field delivery program; and

**WHEREAS**, the Jackson Fire Department has candidates which it recommends for participation in the Mississippi State Fire Academy thru a field delivery program; and

**WHEREAS**, the anticipated date for commencement of the field delivery program is March 1, 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 1001 I-II F Field Course and a complete package to manage delivery of the course; and

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

(4) All documents and curriculum furnished to 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

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

Agenda Item #16  
Agenda Date: February 16, 2021  
(OWENS, LUMUMBA)

- (6) Certificates will be issued upon the successful completion of the course; and
- (7) The minimum number of candidates has been removed due to COVID and the maximum number of candidates for the field delivery course is 15; and
- (8) The cost per candidate is \$500.00;
- (9) The total cost of the service fee is \$7,000.00, which is \$500 per student multiplied by 14 students; and
- (10) The Mississippi State Fire Academy will invoice the City of Jackson Fire Department upon completion of the service, and payment will become due within thirty (30) days of completion of the services and receipt of the invoice; and

**WHEREAS**, it is the best interest of the public health, safety, and welfare for the Mayor to execute the MOU with the Mississippi State Fire Academy and authorize payment of the applicable service fee upon completion of the services rendered;

**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 March 1, 2021;

Item No. \_\_\_\_\_  
Agenda Date: \_\_\_\_\_  
By: Lumumba, Owens



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 25, 2021  
DATE

POINTS		COMMENTS									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)									
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>	Quality of Life									
3.	Who will be affected	Citizens of Jackson and the Metro Area									
4.	Benefits	To provide exceptional emergency response to citizens and visitors									
5.	Schedule (beginning date)	After Council Approval									
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	ALL WARDS  CITY WIDE									
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Jackson Fire Department									
8.	COST	\$7000.00									
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	001.441.20.6419									
10.	EBO participation	ABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____

## **MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** January 25, 2021  
**Re:** Mississippi State Fire Academy to Conduct NFPA 1001-I-II F  
March 1, 2021

---

The Mississippi State Fire Academy will conduct a NFPA 1001-I-II F Course for new recruits. Academy staff is to provide testing to the Jackson Fire Department's recruits on March 1, 2021.

The service fee is \$500.00 per student. There is a minimum number of 0 due to COVID and a maximum number of 15. The total cost of the services rendered is \$ 7,000. (14 students multiplied by \$500.00)

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  
*[Signature]*

## 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 1001 I-IIFCOURSE** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *[Signature]* DATE *2/5/2021*



# STATE FIRE ACADEMY



Terry Wages  
Executive Director

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:** March 1, 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 NFPA 1001-I-II 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: 15

5. **SERVICE FEE:** Total Cost: **14 students X \$500.00 = \$7000.00** And/or Cost Per Student: **\$500.00/student**

**Jackson Fire Department 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 8:30 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.

Signature/Date

Signature/Date

Academy Contact Regarding this Agreement:

Telephone:

Email:

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

Signature/Date

Optional Signature/Date:

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

Customer Invoicing/Billing Address:

Contact Name:

Contact Phone Number:

Please email to [lyler@msfa.ms.gov](mailto:lyler@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



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON.**

*Chellie*  
CITY ATTORNEY  
2/18/21

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi ("City") funds to establish a quality foundation of prekindergarten services that will ensure all Jackson's four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to provide Social Marketing Services, and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

**WHEREAS**, Fahrenheit Creative Group, LLC is capable and qualified to conduct Social Marketing Services and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an agreement with Fahrenheit Creative Group, LLC in an amount of Fifteen Thousand Dollars (\$15,000.00), in addition to previous retainage of Fahrenheit Creative Group, LLC, with a total amount not to exceed Eighty-One Thousand and Two Hundred Dollars (\$81,200.00), for the provision of Social Marketing Services and preparation of the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Agenda Item #17  
Agenda Date: February 16, 2021  
(KIDD, LUMUMBA)

## CITY COUNCIL AGENDA

## ITEM 10 POINT DATA SHEET

DATE: 1/20/2021

POINTS		COMMENTS																															
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Fahrenheit creative Group, LLC to provide Social Marketing Services to the City of Jackson.																															
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education Economic Development																															
3.	<b>Who will be affected</b>	Residents with children ages four and five																															
4.	<b>Benefits</b>	Educational																															
5.	<b>Schedule</b> (Beginning date) (Completion date)	January 15, 2021																															
6.	<b>Location:</b> <b>Ward:</b> <b>CITYWIDE (yes or no)</b> <b>(area)</b> <b>Project limits if applicable</b>	Citywide																															
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services																															
8.	<b>COST</b>	\$15,000.00																															
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> <li>Other</li> </ul>	Kellogg Grant  076- 43311-6419																															
10.	<b>EBO participation</b>	<table border="0"> <tbody> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> </tr> </tbody> </table>		ABE	_____ %	WAIVER	yes _____	no _____	N/A	AABE	_____ %	WAIVER	yes _____	no _____	N/A	WBE	_____ %	WAIVER	yes _____	no _____	N/A	HBE	_____ %	WAIVER	yes _____	no _____	N/A	NABE	_____ %	WAIVER	yes _____	no _____	N/A
ABE	_____ %	WAIVER	yes _____	no _____	N/A																												
AABE	_____ %	WAIVER	yes _____	no _____	N/A																												
WBE	_____ %	WAIVER	yes _____	no _____	N/A																												
HBE	_____ %	WAIVER	yes _____	no _____	N/A																												
NABE	_____ %	WAIVER	yes _____	no _____	N/A																												



Department of Human and Cultural Services



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

## MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

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

**DATE:** January 20, 2021

**SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON.**

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This agenda item authorizes the execution of a contractual agreement with Fahrenheit Creative Group, LLC to provide Social Marketing Services to the city of Jackson in accordance with terms, conditions and compensation agreed upon by the parties.

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

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY  
*Wesley*  
2/9/21

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy C. Howard, City Attorney

Monica D. Allen, Special Assistant to City Attorney 

2/9/21  
\_\_\_\_\_  
Date

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR FACILITIES SERVICES AND SUPPLIES TO THE CITY OF JACKSON, MISSISSIPPI FOR THE DEPARTMENT OF HUMAN & CULTURAL SERVICES' EARLY CHILDHOOD DEVELOPMENT FACILITIES (ALL WARDS).**

OFFICE OF THE CITY ATTORNEY  
KIDD  
2/27/2021

**WHEREAS**, the Department of Human & Cultural Services is in need of sanitizing services and supplies for its Early Childhood Development Facilities (Westside and Jones locations); and

**WHEREAS**, Cintas Corporation has the ability to provide the needed services and supplies to the Early Childhood Development Facilities (Westside and Jones locations) on a weekly basis in an amount not to exceed One Thousand, Eight Hundred and Forty-Six Dollars (\$1,846.00) each year for a two-year term beginning February 1, 2021; and

**WHEREAS**, the payment for said services will be drawn down monthly per receipt of a detailed invoice, and invoices will be paid monthly for 24 months.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an agreement with Cintas Corporation, as well as any and all related documents, for facilities services and supplies to the City of Jackson, Mississippi for the Department of Human & Cultural Services' Early Childhood Development Facilities (Westside and Jones locations).

Agenda Item #18  
Agenda Date: February 16, 2021  
(KIDD, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: January 27, 2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR FACILITIES SERVICES AND SUPPLIES TO THE CITY OF JACKSON, MISSISSIPPI FOR THE DEPARTMENT OF HUMAN & CULTURAL SERVICES' EARLY CHILDHOOD DEVELOPMENT FACILITIES
2.	Purpose	To provide sanitary maintenance & quality services to Early Childhood Development Centers to sanitize utensils, daily.
3.	Who will be affected	Children & Staff at Westside, & Jones ECD Centers.
4.	Benefits	Sufficient and adequate sanitizing services.
5.	Schedule (beginning date)	Upon approval.
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide.
6.	Action implemented by:  ○ Mayor's Office ○ City Department ○ Consultant	Department of Human and Cultural Services/Early Childhood Development Division



8.	COST	\$ 1,846.00 for each Site Yearly (for a period of 2 years)					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li><input type="radio"/> General Fund</li> <li><input type="radio"/> Enterprise</li> <li><input type="radio"/> Grant</li> <li><input type="radio"/> Bond</li> </ul> <b>Other</b>	Account: 081-59851-6227 & 081-59872-6227					
10.	EBO participation	ABE _____ %	WAIVER	yes ____	no ____	N/A	
		AABE _____ %	WAIVER	yes ____	no ____	N/A	
		WBE _____ %	WAIVER	yes ____	no ____	N/A	
		HBE _____ %	WAIVER	yes ____	no ____	N/A	
		NABE _____ %	WAIVER	yes ____	no ____	N/A	





**Memorandum**

**To:** The Honorable Chokwe A. Lumumba  
Mayor, City of Jackson

**From:** Dr. Adriane Dorsey-Kidd *ADK*  
Department of Human & Cultural Services

**Date:** January 27, 2021

**Re:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR FACILITIES SERVICES AND SUPPLIES TO THE CITY OF JACKSON, MISSISSIPPI FOR THE DEPARTMENT OF HUMAN & CULTURAL SERVICES' EARLY CHILDHOOD DEVELOPMENT FACILITIES**

---

This agenda item authorizes a contractual agreement with CINTAS CORPORATION for facilities services and supplies to address sanitary needs for The City of Jackson (COJ) Early Childhood Department Programs. The agreement will commence on February 1, 2021 for a period of two years.

Should you have any questions, please feel free to contact Lender Monson at (601) 960-0347.

Thank you.





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  
WALK 1/27/2021

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR FACILITIES SERVICES AND SUPPLIES TO THE CITY OF JACKSON, MISSISSIPPI FOR THE DEPARTMENT OF HUMAN & CULTURAL SERVICES' EARLY CHILDHOOD DEVELOPMENT FACILITIES** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy C. Howard, City Attorney

Monica D. Allen, Special Assistant to City Attorney



1/27/21  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
*Chavez* 1/15/2021

**ORDER AUTHORIZING THE AWARD OF THE SUM OF \$105,000  
TO THE GREATER JACKSON ARTS COUNCIL AND THE  
MAYOR'S EXECUTION OF A CONTRACT WITH THE AGENCY**

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

**WHEREAS**, the City of Jackson allocated funds in the budget for the Department of Human and Cultural Services to be used to match other funds available for the purpose of supporting the development, promotion, and coordination of the arts; and

**WHEREAS**, the Greater Jackson Arts Council has provided to the City, a budget summary for the 2020 fiscal year totaling slightly over \$340,000.00; and

**WHEREAS**, the agency has requested that the City support its effort to promote and coordinate the arts by awarding it funds in the amount of \$105,000.00, which shall be matched by funds from other sources in the amount of \$235,000.00; and

**WHEREAS**, the funds will be used to provide services to Jackson Public School students, students in Hinds County, Mississippi, neighborhood associations, artist organizations, and to provide funding or grants to established and emerging artists; and

**WHEREAS**, the monies will be reimbursed to the agency based upon its expenditures and upon receipt of documentation establishing its expenditures during the period October 1, 2020 through September 30, 2021; and

**WHEREAS**, it is in the best interest of the City of Jackson to support the agency's efforts and award the funds sought.


**IT IS HEREBY ORDERED** that matching funds in the amount of \$105,000.00 shall be awarded to the Greater Jackson Arts Council, and issued based on the Greater Jackson Arts Council's expenditures during the period October 1, 2020 – September 30, 2021.

**IT IS FURTHER HEREBY ORDERED** that the Mayor shall be authorized to execute an agreement with the Greater Jackson Arts Council for the award of said funds, as well as any and all documents related thereto.

Agenda Item #19 Agenda Date: February 16, 2021 (KIDD, LUMUMBA)
--

## **MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Adriane Dorsey-Kidd, Director   
Department of Human and Cultural Services

**DATE:** October 30, 2020

**SUBJECT:** Cultural Services Award to Greater Jackson Arts Council

This order authorizes the City of Jackson, Mississippi to execute an agreement with the Greater Jackson Arts Council related to the contribution of matching funds to promote the development of the arts in the City of Jackson.

The Greater Jackson Arts Council's funding relationship with the City is tantamount to its survival. The matching funds in the amount of \$105,000.00 have been budgeted in the Department of Human and Cultural Services' Special Programs category.

AK/ab

Enclosures

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/30/20  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	The Greater Jackson Arts Council is being awarded matching funds pursuant to Section 39-15-1 of the Mississippi Code to promote and develop arts in the municipality.	
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 in the city of Jackson.	
4.	<b>Benefits</b>	Various arts programming will be promoted within the municipality and emerging artists will be afforded an opportunity to share and express artistic works.	
5.	<b>Schedule (beginning date)</b>	October 1, 2020	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services	
8.	<b>COST</b>	\$105,000.00	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account Number 1 433006742	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____ N/A _____ AABE _____ %      WAIVER    yes _____ no _____ N/A _____ WBE _____ %      WAIVER    yes _____ no _____ N/A _____ HBE _____ %      WAIVER    yes _____ no _____ N/A _____ NABE _____ %      WAIVER    yes _____ no _____ N/A _____	

Revised 2-04

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 AWARD OF THE SUM OF \$105,000 TO THE GREATER JACKSON ARTS COUNCIL AND THE MAYOR'S EXECUTION OF A CONTRACT WITH THE AGENCY is legally sufficient for placement in NOVUS Agenda.

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

1/26/21  
Date

OFFICE OF THE CITY ATTORNEY  
1/26/21



October 29, 2020

Dr. Adriane Dorsey-Kidd, Director  
Department of Human & Cultural Services  
City of Jackson  
1000 Metrocenter  
Jackson, MS 39209

Dear Dr. Kidd,

We are writing to formally request our annual funding stipend of \$105,000 for FY20-21. As always, we are truly grateful for your continued support and partnership.

The impact of COVID-19 has been considerable for GJAC, as it has for many other organizations, small businesses, and individuals. The immediate loss of programming and fundraising dollars has resulted in staff reduction and reduced slate of offerings. But we are committed to riding out the storm, meeting the challenge, and pivoting the agency to directions where we are most needed and can have significant impact.

With All Best Wishes . . .

A handwritten signature in dark ink, reading "Janet Scott". The signature is written in a cursive style with a large, looping initial 'J'.

Janet Scott, Executive Director

*Enclosures: Operating Budget; Stipend Invoice*

---

## GJAC

201 E. Pascagoula, Suite 103  
Jackson, MS 39201  
(601) 960-1557

# Invoice

**Invoice For**

Greater Jackson Arts Council  
201 E. Pascagoula  
Suite 103  
Jackson, MS 39201

**Payable to**

Same

**Invoice #**

FY21-01-CITY

**Project**

Annual Stipend

**Issue Date**

10/29/2020

**Description**

Annual Funding FY21  
Services as City's Official Arts Council

**Total price**

\$105,000.00

**Notes**

Budget Allocation:  
Department of Human & Cultural Services

\$105,000.00

**\$105,000.00**



GREATER JACKSON  
ARTS COUNCIL



**GREATER JACKSON  
ARTS COUNCIL**  
**FY20 OPERATIONAL BUDGET**

**INCOME**

**ARTS CENTER OF MISSISSIPPI**

Facility Rentals/Security Fees	\$	10,000.00
--------------------------------	----	-----------

**CORPORATE/DONOR SUPPORT**

Angels of the Arts	\$	25,000.00
Board of Directors Dues	\$	3,000.00
Arts Tribe SAVE THE ARTS Initiative	\$	10,000.00

**GOVERNMENTAL GRANTS**

City of Jackson	\$	105,000.00
Hinds County Supervisors	\$	11,000.00
Visit Jackson Quality of Life Suite	\$	35,000.00
Visit Jackson Grant Partnership	\$	50,000.00
Visit Jackson Grant Request Program	\$	5,000.00
Mississippi Arts Commission	\$	22,000.00
Hinds Co. Human Resource Agency	\$	10,000.00

**OTHER GRANTS & FOUNDATION AWARDS**

Sipp Culture Artist Relief Fund	\$	10,000.00
Alternate Roots Solidarity 2.0	\$	20,000.00
TBD	\$	30,000.00

<b>TOTAL INCOME</b>	<b>\$</b>	<b>346,000.00</b>
---------------------	-----------	-------------------

**EXPENSES**

**ARTS CENTER OF MISSISSIPPI**

Curatorial/Security	\$	5,000.00
Venue Maintenance	\$	5,000.00
Security Monitoring	\$	600.00
Overnight Security Participation Fund	\$	2,000.00

**GJAC GENERAL ADMIN & STAFFING**

Accounting/Legal Fees	\$	4,500.00
Banking Fees/Interest	\$	7,500.00
Board Development	\$	1,500.00
Fundraising	\$	1,500.00
Insurance (D&O & Liability)	\$	4,500.00
Office Equipment	\$	324.00
Office Supplies	\$	1,108.00

<b>Postage/Delivery</b>	\$	750.00
<b>Printing/Copying</b>	\$	1,500.00
<b>Professional Memberships</b>	\$	1,040.00
<b>Salaries/Taxes/Benefits</b>		
<b>Health Insurance</b>	\$	22,584.00
<b>Primary Staff Gross Wages</b>	\$	167,596.00
<b>SS/Medicare Taxes/Payroll Fees</b>	\$	9,438.00
<b>Telephone/Internet/Web/IT</b>	\$	5,400.00
 <b>CULTURE GRANTS</b>		
<b>Current Year Outlay</b>	\$	52,500.00
 <b>MARKETING</b>		
<b>Cultural Advocacy/Awareness</b>	\$	5,000.00
<b>Web Promotion</b>	\$	1,500.00
 <b>QUALITY OF LIFE INITIATIVES</b>		
<b>Creative Empowerment Virtual</b>	\$	18,500.00
<b>Food Truck Fridays</b>	\$	8,500.00
<b>Music First</b>	\$	5,000.00
<b>Public Art Now!</b>	\$	12,750.00
 <b>TOTAL EXPENSES</b>	\$	<b>345,590.00</b>



**ARTS CENTER ACTIVITY REPORT FY 2019-2020**

<b>REVENUE</b>	<b>AMOUNT</b>
Venue Rentals & Fees	\$19,606
Ware Foundation	\$23,889
Community Foundation of MS	\$125,000
Individual Donations	\$8,575
<b>Total</b>	<b>\$177,070</b>

<b>EXPENSES</b>	<b>AMOUNT</b>
Curatorial Specialist	\$12,519
Security Officer(s) + Monitoring	\$20,532
Janitorial Services	\$4,958
Marketing/PR/Social Media	\$6,868
General Venue Maintenance	\$4,399
Building Security System	\$27,674
Exterior Lighting	\$10,006
Renovation Enhancements	\$10,728
Planning	\$1,190
Architect Fees	\$7,500
Gallery Sales Commissions	\$132
<b>Total</b>	<b>\$106,506</b>



**ORDER AUTHORIZING THE CITY OF JACKSON TO REMIT PAYMENT TO MS ERMA JOHNSON FOR CHARGES INCURRED FOR EXTENDING ACCESS TO THE SMITH ROBERTSON MUSEUM STORAGE UNIT**

OFFICE OF THE CITY CLERK  
JAN 19 2021

**WHEREAS**, the City of Jackson held a storage unit at Downtown Storage (400 W Amite St) that held priceless artifacts and items for the Smith Robertson Museum; and

**WHEREAS**, at the end of 2020, the agreement for the storage unit was set to expire; and

**WHEREAS**, the Smith Robertson Museum had until December 15, 2020 to relocate the items held in the storage unit; and

**WHEREAS**, the former Smith Robertson Museum ("Museum") Manager communicated the need to relocate the items and desire to keep certain items for the Museum's collection to Ms. Erma Johnson of the Mississippi Association for the Preservation of Smith Robertson School via certified letter dated December 9, 2020; and

**WHEREAS**, after further communication between the Museum Manager with Ms. Johnson regarding fees due and owing to extend the agreement for the storage unit to house the priceless artifacts and items for the Museum, Ms. Johnson arrived to collect the items and incurred a charge of \$250.00 for the extension; and

**WHEREAS**, the City of Jackson and Smith Robertson Museum has handled all bills and dues related to the storage unit except for the extension agreed to between the Museum Manager and Ms. Johnson; and

**WHEREAS**, the Department of Human and Cultural Services acknowledge that the Museum items needed to be stored to ensure they were not destroyed and damaged, and that the City received a benefit from these items not being damaged or destroyed due to non-storage or inadequate storage.

**IT IS, THEREFORE, ORDERED** that the City of Jackson is authorized to remit payment to Ms. Erma Johnson of the Mississippi Association for the Preservation of Smith Robertson School in the amount of Two Hundred and Fifty Dollars (\$250.00) for the charges incurred for extending access to the Smith Robertson Museum's rented storage unit.

Agenda Item #20  
Agenda Date: February 16, 2021  
(KIDD, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/29/21

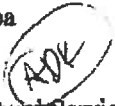
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	Authorizes the City of Jackson to reimburse \$250.00 to Ms. Erma Johnson with the Mississippi Association For the Preservation of Smith Robertson School for extending access to the storage unit to allow for the relocation of artifacts.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life	
3.	<b>Who will be affected</b>	The visitors and staff of the Smith Robertson Museum	
4.	<b>Benefits</b>	Provides for the relocation of several items in the storage unit before it is closed.	
5.	<b>Schedule (beginning date)</b>		
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	Ward 7	
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Human and Cultural Services	
8.	<b>COST</b>	\$250.00	
9.	<b>Source of Funding</b> ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Human and Cultural Services Budget	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____ N/A _____ AABE _____ %      WAIVER    yes _____ no _____ N/A _____ WBE _____ %      WAIVER    yes _____ no _____ N/A _____ HBE _____ %      WAIVER    yes _____ no _____ N/A _____ NABE _____ %      WAIVER    yes _____ no _____ N/A _____	

Revised 2-04

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Adriane Dorsey-Kidd, Director   
Department of Human and Cultural Services

**DATE:** January 29, 2021

**SUBJECT:** ReImbursement for Erma Johnson

This order authorizes the City of Jackson, Mississippi to reimburse \$250 to Ms. Erma Johnson with the Mississippi Association For the Perservation of Smith Robertson School (MAFPSRS) for extending access to the storage unit to allow for the relocation of artifacts. Towards the end of 2020, the storage facility that hosts a unit for the Smith Robertson Museum began to close. The Museum Manager at the time, Charlene Thompson gave Ms. Johnson delayed notification regarding the need for the MAFPSRS to relocate the items they were keeping at the facility. Ms. Thompson noted a few things she intended to keep for the Musuem's archives. As a result of the issue and lack of communication, Ms. Johnson had to pay \$250.00 to the storage facility to extend access for her and the Museum to retrieve items that they wanted to keep. We are looking to reimburse her for the charge she incurred.

AK/jdl

Enclosures

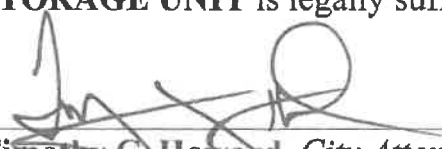
Office of the City Attorney

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  
2/8/21

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO REMIT PAYMENT TO MS ERMA JOHNSON FOR CHARGES INCURRED FOR EXTENDING ACCESS TO THE SMITH ROBERTSON MUSEUM STORAGE UNIT** is legally sufficient for placement in NOVUS Agenda.

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

2/8/21  
Date



P. O. Box 3259  
Jackson, MS 39205

**DATE:** January 25, 2021  
**INVOICE #** 1109  
**FOR:** Event Payment

601-818-6359

DESCRIPTION	AMOUNT
Rental Fee for Storage 400 West Amite St. Jackson, MS 39203	\$ 250.00
Total	250.00
<b>TOTAL DUE</b>	<b>\$ 250.00</b>

**Make all checks payable to:**  
**MAPSRS**  
Attn: Erma Johnson  
P. O. Box 3259  
Jackson, MS 39205

Nov 11

**THANK YOU FOR YOUR BUSINESS!**

**Mississippi Association  
For the Preservation Of  
Smith Robertson School**

Post Office Box 3259 • Jackson, Mississippi 39207-3259 • (601) 352-3365 • Fax: (601) 352-7786

**Department of Human and Cultural Service**

**Attn: Dr. Adrienne Kidd**

**Post Office Box 17**

**Jackson, MS 39205-0017**

**January 19, 2021**

**Dear Dr. Kidd,**

I am writing in response to a certified letter and conservation sent to me dated 12-9-2020. When I received the call followed by a letter, I was shocked and surprise of the content. I requested contact information from Ms. Thompson on the storage facility, which I received November 30, 2020. During conservation with Ms. Thompson, she knew a month before she made me aware of the situation. Then the responsibility of the contents of the unit was placed at my door. She requested a few items from the unit in her letter dated 12-9-2020. I spoke with Ms. Thompson several times about the Museum getting the pieces she requested in the letter. She stated she was working on getting someone to relocated them to the museum.

I in the meantime spoke with Ms. Whitney Wells to get an extension because I would not be able to relocate the artifact by 12-15-2020. Ms. Wells granted an extension until 12-31-2020 of which I informed Ms. Thompson.

On 12-30-2020 I contact Ms. Wells to ask for a little more time. Ms. Well informed me at this time that there would be a twenty (\$20.00) per day fee after 12-31-2020. I called Ms. Thompson and shared the information that I had just been given. Ms. Thompson told me the city was shut down until 1-6-2021 and she would deal with it when she got back. She also stated the museum would take care of the \$20.00 per day fee.


After not hearing from her for a week, I call Ms. Thompson on 1-15-2021. She informed me that she would not be returning to the Museum and that I should contact her immediate supervisor (David Lewis) and/or Dr. Adrianna Kidd. At this

point I am reaching out to informed you of what has been happening. Because Ms. Thompson told me she has not told you any of this.

Per the items she requested in her letter for the Museum. I would like to know your intent of getting them moved. **They are Antique Bedroom set, Two Church Benches, and pieces to Mr. Richard Henry Beadle collection.** On January 18, 2021 I went to the storage to relocate pieces of artifact, and the building was locked because of non-payment. I was charged \$250.00 for access until January 31, 2021. I am requesting a reimbursement of \$250.00. If access is required beyond January 31, 2021 you will need to contact Ms. Whitney Wells.

I can be reached at 601-918-6369

Sincerely,

*Emma Johnson* 

Cc David Lewis



*max*  
*2/10/21*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY  
USE AGREEMENT WITH OVERKIL TENNIS FOR THE  
MANAGEMENT AND USE OF PARHAM BRIDGES TENNIS  
CENTER AND PRO SHOP, DBA OVERKIL TENNIS, LOCATED  
AT 5055 OLD CANTON ROAD, JACKSON, MISSISSIPPI. (WARD  
1) (HARRIS, LUMUMBA)**

**WHEREAS**, Overkil Tennis has previously partnered with the City of Jackson, Mississippi ("City") as the management group for the tennis center and pro shop at the Parham Bridges Tennis Center, located at 5055 Old Canton Road in Jackson, Mississippi; and

**WHEREAS**, Overkil Tennis will provide the City proof of liability insurance in the amount of One Million Dollars (\$1,000,000), listing the City of Jackson as an additional insured but only with respect to Overkil Tennis sanctioned activities held at the tennis center and pro shop at the Parham Bridges Tennis Center; and

**WHEREAS**, Overkil Tennis has abided by all prior mutual agreements with the City, and shall continue to pay the City rental fees in the amount of One Thousand Three Hundred Dollars (\$1,300.00) on a monthly basis, until expiration of the Agreement; and

**WHEREAS**, Overkil Tennis shall be responsible for electric bill costs at the Center; and

**WHEREAS**, Overkil Tennis may retain all court rental fees collected and may sell food and beverages, as well as new and used merchandise normally found in a Tennis Pro Shop; and

**WHEREAS**, Overkil Tennis shall manage the tennis center and pro shop according to the rules and regulations promulgated by Overkil Tennis, the United States Tennis Association (USTA) and the City of Jackson, Mississippi.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute a Facility Use Agreement with Overkil Tennis, for the management, operation, and use of the Parham Bridges Tennis Center dba Overkil Tennis, for the period commencing on the last date of execution of the agreement and ending on December 31, 2023.

**IT IS FURTHER ORDERED** that a copy of said agreement shall be filed for record with the City Clerk.

Agenda Item #21  
Agenda Date: February 16, 2021  
(HARRIS, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02-01-21

DATE

POINTS		COMMENTS																																				
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an agreement with Overkil Tennis for the management and use of Parham Bridges Tennis Center and Pro Shop, dba Overkil Tennis, located at 5055 Old Canton Road, Jackson, Mississippi.																																				
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 Crime Prevention Economic Development Quality of Life																																				
3.	<b>Who will be affected</b>	Parham Bridges Tennis patrons & staff.																																				
4.	<b>Benefits</b>	Saves the City money by allowing Overkil Tennis to manage/operate, provide staff, pay rent and electric utilities, while offering tennis play, instructions and a quality location, to host tournaments.																																				
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																				
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	1																																				
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks and Recreation and Overkil Tennis.																																				
8.	<b>COST</b>	None																																				
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>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> <td>_____ X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> <td>_____ X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> <td>_____ X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> <td>_____ X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> <td>_____ X</td> </tr> </table>		ABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	_____ X	AABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	_____ X	WBE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	_____ X	HBE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	_____ X	NABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	_____ X
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NABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	_____ X																																

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 Chokwe A. Lumumba  
**From:** Ison B. Harris, Jr. Director, Department of Parks & Recreation  
**Date:** February 1, 2021  
**Re:** Facility Use Agreement – Overkil Tennis

---

The attached agenda item is a Facility Use Agreement between the City of Jackson and Overkil Tennis, utilizing a City-owned facility for the management and operation of a tennis center and pro shop at Parham Bridges Park. This agreement defines the respective responsibilities of both the City of Jackson, and the Parham Bridges Tennis Center dba Overkil Tennis.

The City will provide the physical facility while the group provides the necessary staff to make the program a success.

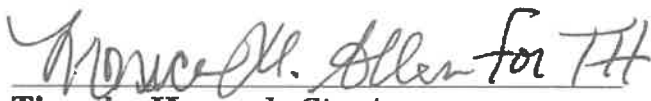

IBHjr/pb

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

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH OVERKILL TENNIS FOR THE MANAGEMENT AND USE OF PARHAM BRIDGES TENNIS CENTER AND PRO SHOP, DBA OVERKILL TENNIS, LOCATED AT 5055 OLD CANTON ROAD, JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney  
Monica Allen, Special Assistant 

  
\_\_\_\_\_  
Date



**ORDER AUTHORIZING THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION TO OPEN AND OPERATE PRO GOLF SHOPS AT THE PETE BROWN AND GROVE PARK GOLF FACILITIES. (WARDS 3 & 4) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
HARRIS 2/10/21

**WHEREAS**, it is the sincere desire of the City of Jackson, Department of Parks and Recreation to constantly offer the best possible customer service to all of our golf patrons; and

**WHEREAS**, it is the department's request that we are authorized to open and operate pro golf shops at the Pete Brown and Grove Park Golf Course Facilities; and

**WHEREAS**, the City of Jackson, Department of Parks and Recreation, will demonstrate its ability to purchase, sell and provide quality golf equipment to patrons; and

**WHEREAS**, the City of Jackson, Department of Parks and Recreation, will purchase quality items at competitive costs and will deposit proceeds back into City account(s); and

**WHEREAS**, it would be of mutual benefit to the City of Jackson and golf patrons to offer convenient on-site services for golf equipment needs; and

**WHEREAS**, the Pete Brown and Grove Park Golf facility Pro-Shops would be operated by City of Jackson, golf course staff; and

**WHEREAS**, items for sale would include, but would not be limited to the items listed below:

- |                |                               |
|----------------|-------------------------------|
| ▪ Face Masks   | ▪ Golf Tees                   |
| ▪ Golf Shirts  | ▪ Ball Markers                |
| ▪ Bucket Hats  | ▪ Yardage Books & Book Covers |
| ▪ Gloves       | ▪ Score Card Holders          |
| ▪ Sun Visors   | ▪ Golf Towels                 |
| ▪ Caps         | ▪ Green Repair Tool           |
| ▪ Rain Gear    | ▪ Head and Putter Covers      |
| ▪ Golf Balls   | ▪ Golf Clubs                  |
| ▪ Ball Markers | ▪ Golf Shoes; and             |

**NOW, THEREFORE**, in consideration of the rights and obligations established in this Order, the governing authorities of the City of Jackson grant to the Department of Parks and Recreation, the exclusive privilege of operating golf pro shops at the Pete Brown and Grove Park Golf facilities.

**IT IS HEREBY ORDERED** that said costs shall be paid from the City of Jackson, Department of Parks & Recreation Department funds.

Agenda Item #22  
Agenda Date: February 16, 2021  
(HARRIS, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01-28-21

DATE

POINTS		COMMENTS																																																			
1.	<b>Brief Description/Purpose</b>	Order authorizing the City of Jackson, Department of Parks and Recreation to open and operate pro golf shops at the Pete Brown and Grove Park Golf Facilities.																																																			
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	Economic Development Quality of Life																																																			
3.	<b>Who will be affected</b>	Pete Brown and Grove Park Golf Facilities																																																			
4.	<b>Benefits</b>	To provide convenient on-site golf equipment and supplies to golf patrons.																																																			
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.																																																			
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Wards 3 & 4  No																																																			
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Parks and Recreation																																																			
8.	<b>COST</b>	Various amounts.																																																			
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"/>	Various recreational accounts.																																																			
10.	<b>EBO participation</b>	<table> <tbody> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </tbody> </table>		ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																												
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WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																												
HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																												
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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 28, 2021  
**RE:** Pete Brown and Grove Park Golf Facilities – Pro Shops

---

This is an Order authorizing the City of Jackson, Department of Parks and Recreation to open and operate pro golf shops at the Pete Brown and Grove Park Golf Facilities.

The Department of Parks and Recreation believes opening these on-site pro shops, will greatly benefit both the City and our golf patrons.

Thank you.

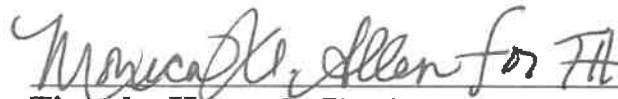

IBHjr/pb

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

This **ORDER AUTHORIZING THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION TO OPEN AND OPERATION PRO GOLD SHOPS AT THE PETE BROWN AND GROVE PARK GOLF FACILITIES** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney  
Monica Allen, Special Assistant 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY CLERK  
HARRIS 2/20/21

**ORDER AMENDING THE FEBRUARY 18, 2020 ORDER, ITEM NUMBER 32, AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT WITH THE MISSISSIPPI KARTING ASSOCIATION FOR THE SUPERVISION, OPERATION, AND USE OF A GO KART RACE TRACK LOCATED AT BUDDY BUTTS PARK. (WARD 4) (HARRIS, LUMUMBA)**

**WHEREAS**, the Mississippi Karting Association has successfully partnered with the City of Jackson, Mississippi ("City") as the management group for the go-kart track at Buddy Butts Park, located at 6180 North McRaven Road in Jackson, Mississippi, since 1996; and

**WHEREAS**, on February 18, 2020, City Council approved an Order authorizing a Facilities Use Agreement with the World Karting Association, to end December 31, 2021; and

**WHEREAS**, the Mississippi Karting Association has asked the Department of Parks and Recreation to amend the current Agreement, extending their lease to end, December 31, 2023, to assure continued use of their current location, because of the extensive investment they will put into the repair and restoration of the track; and

**WHEREAS**, the Mississippi Karting Association will provide the City proof of liability insurance in the amount of one million dollars (\$1,000,000), listing the City of Jackson as an additional insured each year, but only with respect to World Karting Association sanctioned activities held at the go-kart track at Buddy Butts Park; and

**WHEREAS**, the Mississippi Karting Association has abided by all prior mutual agreements with the City; and

**WHEREAS**, the Mississippi Karting Association shall operate the track according to the rules and regulations promulgated by the World Karting Association, the Mississippi Karting Association and the City.

**IT IS HEREBY ORDERED** that the Mayor is authorized to amend the February 18, 2020, Item Number 32, Facility Use Agreement with the Mississippi Karting Association, for the supervision, operation, and use of a go kart race track at Buddy Butts Park for the period commencing on the last date of execution of the agreement, terminating, December 31, 2023.

**IT IS FURTHER ORDERED** that a copy of said agreement shall be filed for record with the City Clerk.

Agenda Item #23  
Agenda Date: February 16, 2021  
(HORTON, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01-27-21

DATE

POINTS		COMMENTS																																																							
1.	Brief Description	Order extending supervision and Operation of the Go Kart Race Track at Buddy Butts Park, located at 6180 North McRaven Road, through December 31, 2023.																																																							
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 Crime Prevention Economic Development Quality of Life																																																							
3.	Who will be affected	Buddy Butts Park, Mississippi Karting Association patrons.																																																							
4.	Benefits	Saves the City money by allowing the Mississippi Karting Association to make extensive repairs to the Buddy Butts go kart track, at no expense to the City; and most importantly, provides a safe and enjoyable space for patrons to fly model airplanes.																																																							
5.	Schedule (beginning date)	Upon Council Approval																																																							
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	4																																																							
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Parks and Recreation Department																																																							
8.	COST	None																																																							
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.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>_____</td> <td>Yes</td> <td>_____</td> <td>No</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>_____</td> <td>Yes</td> <td>_____</td> <td>No</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>_____</td> <td>Yes</td> <td>_____</td> <td>No</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>_____</td> <td>Yes</td> <td>_____</td> <td>No</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>_____</td> <td>Yes</td> <td>_____</td> <td>No</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> </table>	ABE	_____	%	WAIVER	_____	Yes	_____	No	_____	N/A	X	AABE	_____	%	WAIVER	_____	Yes	_____	No	_____	N/A	X	WBE	_____	%	WAIVER	_____	Yes	_____	No	_____	N/A	X	HBE	_____	%	WAIVER	_____	Yes	_____	No	_____	N/A	X	NABE	_____	%	WAIVER	_____	Yes	_____	No	_____	N/A	X
ABE	_____	%	WAIVER	_____	Yes	_____	No	_____	N/A	X																																															
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Parks & Recreation Department  
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"One City, One Aim, One Destiny"

# Memo

**To:** The Honorable Mayor Chokwe A. Lumumba  
**From:** Ison B. Harris, Jr. Director, Department of Parks & Recreation  
**Date:** January 27, 2021  
**Re:** Facility Use Agreement (Amendment) – Mississippi Karting Association

---

The attached is an Order amending the February 18, 2020 Order, Item Number 32, authorizing the Mayor to execute a Facility Use Agreement with the Mississippi Karting Association for the supervision, operation, and use of a go kart race track, located at Buddy Butts Park.

The Mississippi Karting Association has asked the Department of Parks and Recreation to amend the current Agreement, extending their lease to December 31, 2023, to assure continued use of their current location, because of the extensive investment they will put into the repair and restoration of the track.

The City will provide the physical facility while the organization provides the necessary staff to make the program a success.


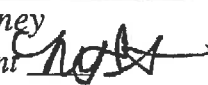
IBHjr/pb

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

This ORDER AMENDING THE FEBRUARY 18, 2020 ORDER, ITEM NUMBER 32, AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT WITH THE MISSISSIPPI KARTING ASSOCIATION FOR THE SUPERVISION, OPERATION, AND USE OF A GO KART RACE TRACK LOCATED AT BUDDY BUTTS PARK is legally sufficient for placement in NOVUS Agenda.

  
Timothy Howard, City Attorney  
Monica Allen, Special Assistant 

  
Date



**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND EXTERNAL LAW ENFORCEMENT AGENCIES IN THE STATE OF MISSISSIPPI TO PROVIDE RECRUIT TRAINING FOR SAID AGENCIES.**

OFFICE

ATTORNEY

**WHEREAS**, the City of Jackson Police Department provides classroom instruction and hands-on practical application for its own recruits in 8-week bubble formatted Basic Recruit classes; and

**WHEREAS**, the City of Jackson Police Department would like to maximize the usage of its staff and facilities while conducting said recruit classes; and

**WHEREAS**, the Jackson Police Department sees an opportunity to produce additional revenue to support the Jackson Police Department and its Training Academy; and

**WHEREAS**, the Jackson Police Department will advertise its availability for training police recruits throughout the State of Mississippi in exchange for reimbursement by the respective agency/agencies; and

**WHEREAS**, all reimbursements for the successful completion by each recruit and its agency would be remitted to the City of Jackson Police Department in the amount of \$3,600 per police cadet; and

**WHEREAS**, the amount of \$3,600 will include tuition, meals, and lodging for the duration of the 8 week course; and

**WHEREAS**, the Jackson Police Academy conducts the same 480-hour training curriculum as the other six full-time training academies across the State of Mississippi.

**IT IS THEREFORE ORDERED** that upon successful completion of each agencies' background and hiring process, the agencies' applicant will be sent to the Jackson Police Training Academy for basic recruit training.

**IT IS, FURTHER ORDERED** that upon graduation, all paperwork shall be forwarded to the Board of Law Enforcement Officers Standards and Training (BLESOST) on behalf of each agencies' graduate and said agency will remit reimbursement to the Jackson Police Department in the amount of \$3,600.

**APPROVED FOR AGENDA:**

Agenda Item #24  
Agenda Date: February 16, 2021  
(DAVIS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **THURSDAY, FEBRUARY 4, 2021**  
**DATE**

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	TO CREATE AN INTERLOCAL AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND EXTERNAL LAW ENFORCEMENT AGENCIES	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION STATEWIDE	
3.	<b>Who will be affected</b>	CITY OF JACKSON'S CITIZENS, VISITORS, BUSINESSES, EMPLOYEES	
4.	<b>Benefits</b>	INCREASED REVENUE FOR THE CITY OF JACKSON POLICE DEPARTMENT AND TRAINING ACADEMY	
5.	<b>Schedule (beginning date)</b>	IMMEDIATELY	
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE  UNKNOWN	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> ▪ <b>Consultant</b>	JACKSON POLICE DEPARTMENT  CITY LEGAL	
8.	<b>COST</b>	NO COST - REVENUE	
9.	<b>Source of Funding</b> ▪ <b>General Fund X</b> ▪ <b>Grant</b> ▪ <b>Bond</b> ▪ <b>Other</b>	REIMBURSEMENT	
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes _____ no _____      N/A _____ AABE _____%      WAIVER    yes _____ no _____      N/A _____ WBE _____%      WAIVER    yes _____ no _____      N/A _____ HBE _____%      WAIVER    yes _____ no _____      N/A _____ NABE _____%      WAIVER    yes _____ no _____      N/A _____	

Jackson Police Department



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

## MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor  
**From:** James E. Davis, Chief of Police  
**Date:** Thursday, February 4, 2021  
**Subject:** External Law Enforcement Agencies

A handwritten signature in dark ink, appearing to be "JD", is written next to the "From:" line.

---

The purpose of this written correspondent is to request permission to host external agency recruits at the Jackson Police Department Training Academy. The City of Jackson Police Department provides classroom instruction and hands-on practical application for its recruits in 8-week bubble formatted Basic Recruit classes. The training complies with the Board of Minimum Standards for the State of Mississippi.

The City of Jackson Police Department would like to maximize its staff and facilities while conducting said recruit classes. The Jackson Police Department sees an opportunity to produce additional revenue to support the Jackson Police Department and its Training Academy.

The Jackson Police Department will advertise its availability for training police recruits throughout the State of Mississippi in exchange for reimbursement by the respective agency/agencies. The Jackson Police Department will receive refunds for each recruit that complete training. The agency would be required to reimburse the City of Jackson Police Department \$3,600 per police cadet.

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**City of Jackson Police Department**

**And**

**External Law Enforcement Agencies in the State of Mississippi**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby made and entered into by and between the City of Jackson Police Department, 327 East Pascagoula Street, Jackson, Mississippi hereinafter referred to as JPD and all External Law Enforcement Agencies in the State of Mississippi.

## **A. PURPOSE**

The purpose of this MOU is to establish recruit training between the City of Jackson and External Law Enforcement Agencies in the State of Mississippi.

## **B. ROLES AND RESPONSIBILITIES**

### **JPD shall:**

1. Provide classroom instruction and hands-on practical application for recruits of External Law Enforcement Agencies in the State of Mississippi.
2. Provide an 8-week (Bubble Format) Training, 561-hour training course in accordance with guidelines and approved by the Board on Law Enforcement Officers Standards and Training, hereinafter referred to as BLEOST.
3. Provide meals, in accordance with food catering contract.
4. Provide lodging.
5. Provide training 7 (seven) days a week.
6. Notification of recruits' difficulties with firearms training, physical fitness, classroom instruction to personnel of their respected agencies as required by BLEOST.

### **Outside Agencies shall:**

1. Provide Agency's neat pressed Class A Uniform in anticipation of Graduation
2. Provide ammunition for their departments prescribed weapon.
3. Provide a Patrol Vehicle that will be used during Drivers Training.
4. Provide a **NEGATIVE** COVID-19 test 3 days prior to the beginning of Recruit Training (ex. Thursday if class starts Sunday).
5. Maintain the hiring process for their recruits which is universal for all agencies in Mississippi as required by the BLEOST which includes:
  - a. Written examination
  - b. 50% Physical Test (Entrance Examination)
  - c. Polygraph examination
  - d. Psychological examination
  - e. Medical Screening
  - f. Stress test (treadmill)
  - g. Interview with Chief
6. Shall be responsible for any and all medical expenses for injuries incurred during recruit training at the Jackson Police Training Academy.

### **C. TERMS AND TERMINATION**

1. The term of this MOU is for the duration of recruit training.
2. Either party may terminate this agreement at any time upon ten (10) days written notice to the opposite party.
3. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Jackson other than claims for which the Mississippi Tort Claims Act may impose liability.
4. Nothing in the performance of this Agreement shall impose any liability for claims against Outside Law Enforcement Agencies other than claims for which the Mississippi Tort Claims Act may impose liability.
5. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.
6. By Entering into this Agreement, the parties do not intend to create any obligations, expressed or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.
7. Furthermore, disputes that cannot be settled among agencies shall be settle through the 2010 Mississippi Code Title 11 – Civil Practice and Procedure Chapter 15 - Arbitration and Award

### **D. COST**

1. The JPD Instructors, JPD, the City of Jackson, nor the JPD Training Academy shall incur any expenses pursuant to the training provided.
2. JPD Training Academy instructors will provide classroom instruction to External Law Enforcement recruits in accordance with the guidelines of the Board on Law Enforcement Office of Standards and Training
3. All External Law Enforcement Agencies will reimburse the Jackson Police Department for each recruit's successful completion of the Training Academy at the current rate of \$3,600.00 per recruit. The \$3,600.00 reimbursement includes tuition, meals, and lodging. In accordance with BLEOST and the Mississippi Department of Finance and Administration, payment will initially be made to the External Law Enforcement Agency and that Agency shall reimburse the City of Jackson Police Department.

**APPROVED BY:**

\_\_\_\_\_  
Chief of Police  
Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Davis  
Chief of Police  
City of Jackson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chokwe A. Lumumba  
Mayor of the City of Jackson, MS

\_\_\_\_\_  
Date

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH CAPITAL CITY SECURITY, INC. TO PROVIDE SECURITY SERVICES FOR VARIOUS FACILITIES OPERATED BY THE CITY OF JACKSON (RFP 99046-111720).**

OFFICE OF THE CITY CLERK  
KL 2/12/2021  
AL FORD

**WHEREAS**, the City advertised for proposals to provide security at various City facilities; and

**WHEREAS**, four (4) proposals were received, with Capital City Security, Inc. submitting the lowest and best proposal received.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute a thirty-six (36) month contract with Capital City Security, Inc., 1761 University Blvd, Jackson, MS 39204, to provide security for the various facilities operated by the City at a cost of \$12.05 per hour with an option to extend the contract for an additional year.

**IT IS FURTHER ORDERED** that payment for said security services be made from Various Funds.

Agenda Item #25  
Agenda Date: February 16, 2021  
(JIMERSON, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 12/04/2020

POINTS		COMMENTS																																														
1.	<b>Brief Description/Purpose</b>	To provide 36 month, twenty-four hour, round the clock, Security Service for the City of Jackson Municipal Court and Jackson Police Department Headquarters																																														
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>	Crime Prevention Neighborhood Enhancement Infrastructure & Transportation Quality of Life																																														
3.	<b>Who will be affected</b>	Jackson Municipal Court & Jackson Police Department																																														
4.	<b>Benefits</b>	The acquisition of an armed "Security Service" to provide around the clock, full time support to ensure the safety of citizens, courts, clerks and police personnel within the JPD Building.																																														
5.	<b>Schedule (beginning date)</b>	Immediately upon City Council Approval.																																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide																																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	City Department of Administration																																														
8.	<b>COST</b>	\$ 12.05 Per Hour																																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	001-415.10-6420																																														
10.	<b>EBO participation</b>	<table border="0"> <tbody> <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> </tbody> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								



## **MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Chiquita Jimerson, Court Administrator, Department of Administration

**DATE:** January 11, 2021

**RE:** **Bid# for Armed Security Services**  
**Bid# 99046-111720**  
**Open: 11/17/2020**  
**Term: November 01, 2020 thru September 30, 2024**

**SUBJECT:** Acceptance of Capital City Security Services Agreement

The attached agenda item is for the acceptance of Security Services provided by Capital City Security Inc., authorizing payment for said services and authorizing an agreement with "Capital City Security, Inc." for Security Services at the City of Jackson Municipal Court at the rate of \$12.05 per hour, in providing Security for Jackson Municipal Court during the time period of 11-01-2020 thru 09-30-2024.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
KL 11/13/21  
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

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH CAPITAL CITY SECURITY, INC. TO PROVIDE SECURITY SERVICES FOR VARIOUS FACILITIES OPERATED BY THE CITY OF JACKSON (RFP 99046-111720)** is legally sufficient for placement in NOVUS Agenda.

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

**Kristen Love, Deputy City Attorney** 

11/13/21  
\_\_\_\_\_  
**Date**

OFFICE OF THE CLG MANAGER  
C6

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT, FISCAL YEAR 2021 (CLGFY2021), FROM THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR FENCE REPAIR OF THE MOUNT OLIVE CEMETERY (WARD 3).**

**WHEREAS**, the City of Jackson is a Certified Local Government (CLG) designated by the Mississippi Department of Archives and History (MDAH), and as such, is eligible for state grant monies to implement the goals of Jackson's historic preservation program; and

**WHEREAS**, the Jackson Historic Preservation Commission is mandated by Ordinance to ensure harmonious, orderly and efficient growth and development of the City, and to effect and accomplish the protection, enhancement and perpetuation of historic properties which represent distinctive elements of the City's cultural, social, economic, political and architectural heritage; and

**WHEREAS**, the City of Jackson has received grant funds for many important preservation planning projects in past years, including a 2010 CLG grant to replace the street signs in the Farish Neighborhood Historic District; national register nomination for the Belhaven Historic District in 2011; national register nomination for the Medgar Evers Historic Neighborhood District in 2012; a 2015 CLG Grant to perform phase I for window rehabilitation of Smith Robertson Museum and Cultural Center; a 2016 CLG Grant to perform phase II for window rehabilitation of Smith Robertson Museum and Cultural Center, and the survey, national register nomination and rehabilitation of the Mount Olive Cemetery; and the Midtown neighborhood survey phase I & II and national register nomination in 2017 & 2018; and

**WHEREAS**, the MDAH has informed the Department of Planning and Development and the Jackson Historic Preservation Commission that the City of Jackson is eligible to submit a Certified Local Government Grant Application to apply for the CLGFY2021 for the fence repair of the Mount Olive Cemetery; and

**WHEREAS**, Mount Olive Cemetery is one of the first African American cemeteries in the city of Jackson with the first burial dating back to 1807; and

**WHEREAS**, this project is an eligible activity under the CLGFY2021 Grant; and

**WHEREAS**, if Jackson is awarded the grant, the City will allocate \$2,500 (cash) in its FY2021 budget as a match to complete the project, the total cost of which is \$5,000.

**IT IS, THEREFORE ORDERED** that the Mayor is authorized to execute and submit an application and related documents necessary to apply for and accept a CLGFY2021 Grant from the Mississippi Department of Archives and History for the fence repair of the Mount Olive Cemetery, and to execute any and all related documents pertaining to the receipt of said grant.

Agenda Item #26 Agenda Date: February 16, 2021 (HILLMAN, LUMUMBA)
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## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/1/21  
DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute and submit an application to the Mississippi Department of Archives and History (MDAH) for a Certified Local Government Grant Fiscal Year 2021 (CLGFY2021) for fence repair of the Mount Olive Cemetery (Ward 3).
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>4. Neighborhood Enhancement</li> </ol>
3.	<b>Who will be affected</b>	The West Jackson Community and Jackson State University
4.	<b>Benefits</b>	Preserving the cemetery helps to create a vibrant community that is proud of its past.
5.	<b>Schedule (beginning date)</b>	Fall, 2021
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Ward 3
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Planning and Development
8.	<b>COST</b>	\$5,000 (MDAH Grant-\$2,500, City Match-\$2,500)
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	Certified Local Government Grant of \$2,500 from MDAH. City Cash Match of \$2,500.  Account # 001.403.50.6419
10.	<b>EBO participation</b>	ABE _____ %    WAIVER yes _____ no _____    N/A <u>  x  </u> AABE _____ %    WAIVER yes _____ no _____    N/A <u>  x  </u> WBE _____ %    WAIVER yes _____ no _____    N/A <u>  x  </u> HBE _____ %    WAIVER yes _____ no _____    N/A <u>  x  </u> NABE _____ %    WAIVER yes _____ no _____    N/A <u>  x  </u>

Revised 2-04



## MEMORANDUM

TO: Chokwe Antar Lumumba  
Mayor

FROM: Jordan Rae Hillman  
Director, Planning and Development

THRU: Chloe Dotson  
Deputy Director, Planning, Development and Code Services

DATE: January 29, 2021

RE: Authorization to Submit FY 2021 Certified Local Government Grant Application  
and Subsequent Related Documents for Fence Repair of Mount Olive Cemetery

---

The City of Jackson is a designated Certified Local Governmental Agency (CLG) and as such is eligible to apply for and receive monies through the Mississippi Department of Archives and History's (MDAH) CLG Grant program. As a designated CLG, the City of Jackson is eligible to apply for a portion of this grant money. Each year, MDAH sponsors a new grant cycle and encourages CLGs to submit projects which propose activities to strengthen Mississippi's local historic preservation programs.

The enclosed order authorizes the submission of a CLGFY2021 Grant Application. The Jackson Historic Preservation Commission and the Department of Planning and Development recommend that the City of Jackson apply for a \$2,500 grant from MDAH for fence repair of the Mount Olive Cemetery. If Jackson is awarded the grant, the City will allocate \$2,500 (cash) in its FY 2021 budget as a match to complete the project, the total cost of which is \$5,000.

Mt. Olive Cemetery, established in the early 1800s, is one of the oldest private cemeteries for African Americans in the state of Mississippi. The cemetery represents four distinct eras in history: slavery, reconstruction, Jim Crow, and the Civil Rights Movement. This cemetery depicts a point of beginning for this community and served as a final resting place for prominent African Americans, as well as ordinary citizens and remains an intact and visible landmark for the community. Based on the work of Jackson State University's Center for University-Based Development, Mt. Olive Cemetery was listed on the National Register of Historic Places in June 2017 and the designation denotes the worthiness of its preservation.

The Project will be managed by the Department of Planning and Development working with the Jackson State University - Center for University-Based Development (JSU-CUBD); both entities will report to Mississippi Department of Archives and History throughout the duration of the project. The City of Jackson is the Certified Local Government and the grantee, however JSU - CUBD will be completing this project in its entirety. Please contact Biqi Zhao at 601-960-2006 for additional information.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
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## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT FISCAL YEAR 2021 (CLGFY2021) FROM THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR FENCE REPAIR OF THE MOUNT OLIVE CEMETARY is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney CLG

2/8/21  
Date

**CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION**  
**Federal Fiscal Year 2021**  
Application and attachments must be **RECEIVED** by 5 pm February 26, 2021

CLG Community Name: City of Jackson, Mississippi

**I. PROJECT SUMMARY**

*Project Title:*

Fence repair of Mt. Olive Cemetery located at 1000 J.R. Lynch Street.

*Brief Project Description:*

Mt. Olive Cemetery, established in the early 1800s, is one of the oldest private cemeteries for African Americans in the state of Mississippi. The cemetery represents four distinct eras in history: slavery, reconstruction, Jim Crow, and the Civil Rights Movement. This cemetery depicts a point of beginning for this community and served as a final resting place for prominent African Americans, as well as ordinary citizens and remains an intact and visible landmark for the community. Based on the work of Jackson State University's Center for University-Based Development, Mt. Olive Cemetery was listed on the National Register of Historic Places in June 2017 and the designation denotes the worthiness of its preservation. The proposed project would include fence repair of Mt. Olive Cemetery.

*Type of project:* (Check appropriate category. See the instructions for category descriptions)

- ☐ Joint Survey / National Register Nomination
- ☐ Survey Only
- ☐ National Register Nomination Only
- ☒ Rehabilitation
- ☐ Professional assessment
- ☐ Publications / Marketing
- ☐ Education & Training
- ☐ Other

*Budget Summary:*

Total Project Cost: \$5,000.00

Grant Amount Requested: \$ 2,500.00

50% of Project Cost

Total Local Match: \$ 2,500.00

50% of Project Cost

## II. LOCAL GOVERNMENT INFORMATION

County: Hinds U.S.

Congressional District: 2

### Chief Elected Official:

Name: Chokwe Antar Lumumba

Title: Mayor

Address: 219 South President Street, Jackson MS 39201

Telephone (office): 601-960-1084

Email Address: [halima@jacksonms.gov](mailto:halima@jacksonms.gov)

### CLG Coordinator:

Name: Biqi Zhao

Title: Land Use Planning Manager

Address: 200 South President Street, Jackson MS 39201

Telephone (office): 601-960-2006

Alt. Phone: 601-906-2309

Email Address: [bzhao@jacksonms.gov](mailto:bzhao@jacksonms.gov)

### Project Coordinator: Same as CLG Coordinator

Name: Biqi Zhao

Title: Land Use Planning Manager

Address: 200 South President Street, Jackson MS 39201

Telephone (office): 601-960-2006

Alt. Phone: 601-906-2309

Email Address: [bzhao@jacksonms.gov](mailto:bzhao@jacksonms.gov)



### **III. PROJECT SCOPE OF WORK**

Clearly describe the proposed project. Refer to the grant manual for a sense of the questions you should address in this section. Be sure to also address any specific concerns, comments, or questions raised during the ItA phase of the application process.

Repair and paint existing double swing gates and tow 5' single gates of Mt. Olive Cemetery located at 1000 J.R. Lynch Street.

#### IV. CONSULTANT/PROFESSIONAL

Project does not require a consultant

Project requires a consultant and:

☐ Consultant not yet selected

☒ Consultant already selected

Name: Stanley "Pat" Calhoun CFP

Company / Organization: Calhoun Fence, Inc.

Address: 100 Old Hwy 49 South Richland, MS 39218

Telephone: 601-932-4445 Ext 111

Email Address: Pat@calhounfenceinc.com

If consultant/professional is already selected, include contract with the application.

#### V. MATCHING SHARE

Donor: Who or what is providing the matching funds - City, Foundation, Civic Group, etc.

Source: (Cash Match only) General operating funds, HPC budget, Grant, contributions, etc.

Kind: For non-cash contributions: labor (city staff or volunteer), donated materials/services, etc.

Amount: Dollar value of the contribution

Status: (Cash Match only) Indicate whether the match is firm/known or pending a decision

Cash Contributions

Donor: City of Jackson

Donor:

Source: Cash Match Only

Source:

Amount: \$2,500.00

Amount:

Status:

Status:

## In-Kind Contributions

Donor:

Kind:

Amount:

Donor:

Kind:

Amount:

Donor:

Kind:

Amount:

## VI. PROJECT BUDGET

<b>Cost Items (staff, consultant, supplies/materials, printing, etc.)</b>	<b>CLG Grant Share</b>	<b>Local Match</b>		<b>Row Totals</b>
		<b>Cash</b>	<b>In-Kind</b>	
Repair and paint existing double swing gates and tow 5' single gates	\$2,500.00	\$2,500.00		\$4,668.00
<b>Subtotals</b>	\$2,500.00	<b>Cash</b> \$2,500.00	<b>In-Kind</b>	\$4,668.00
<b>Totals</b>	<b>Grant*</b>	<b>Local Match**</b>		<b>Project Cost</b>

**\*Must not exceed 50% of Project Cost**

**\*\*Cash + In-Kind must equal a minimum of 50% of Project Cost**

**Please check your math**

## VII. SIGNATURES

The applicant indicates by their signature that they have read, understand, and agree that:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Certified Local Government Grant Program, administered by the Department of Archives and History.
2. The applicant recognizes that this grant is administered as a reimbursement grant which shall not exceed 50% of the expended total cost of the project. If a grant is received, all cost obligations for work are to be paid by the applicant, who will then receive reimbursement based on prior agreement and approval by MDAH.
3. The applicant further understands that reimbursement will not be issued until all close-out material has been received by MDAH.
4. No work covered in this application is to begin until the applicant has been notified in writing that funds have been awarded and has accepted in writing the terms and conditions of the grant. The terms and conditions will be outlined in the Memorandum of Agreement sent to each grantee. Projects that require additional paperwork, such as Contracts and Cultural Resources Assessments must have these executed / approved by MDAH prior to work beginning on the project.
5. Adequate resources will be available for the completion of the proposed project.
6. The project, if funded, will be carried out in accordance with the guidelines set forth by the National Park Service Historic Preservation Fund as administered by Historic Preservation Division, Department of Archives and History.
7. Project Coordinator will be responsible for submitting required progress reports and final project documentation to MDAH and ensuring that the project will be completed within the allotted time.
8. The applicant will cooperate with the staff of the Department of Archives and History in meeting all the above requirements.

---

Chief Elected Official

Date

---

Project Coordinator

Date



---

## QUOTATION

---

Company:	From:
Jackson State University	Pat Calhoun/Jennifer Palmer
To:	Date:
Heather	1/28/2021
Fax Number/E-Mail:	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER:	RE: Cemetery

---

Repair and paint existing double swing gates and tow 5' single gates  
For The Sum Of...\$4,668.00

PRICING VALID FOR 25 DAYS

Thanks for the opportunity to quote your company,

Sincerely,

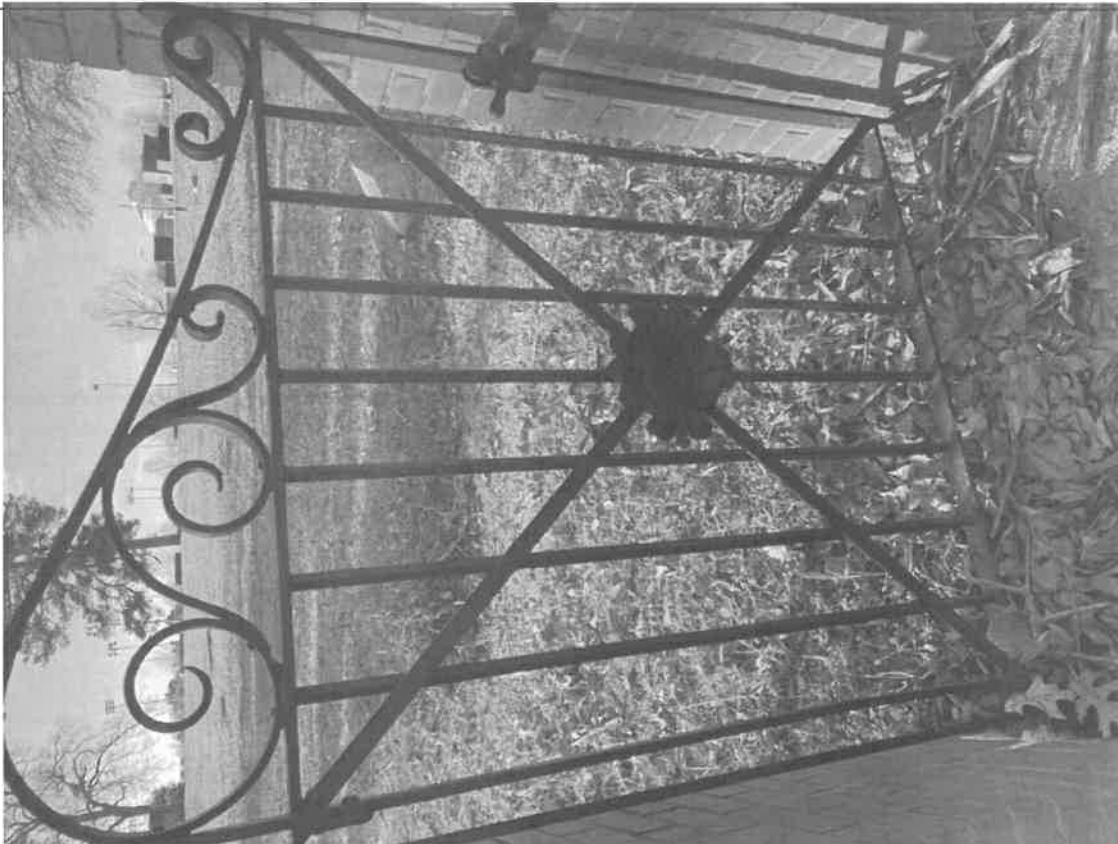
Stanley "Pat" Calhoun CFP  
601-932-4445 EXT 111  
Calhoun Fence, Inc.  
Pat@calhounfenceinc.com



**Serving All of Mississippi!**









2/13/21  
16  
OFFICE OF THE CLG  
AT JACKSON, MS

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT, FISCAL YEAR 2021 (CLGFY2021), FROM THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR RESTORATION OF THE FRONT PORCH OF THE SCOTT FORD HOUSES (WARD 7).**

**WHEREAS**, the City of Jackson is a Certified Local Government (CLG) designated by the Mississippi Department of Archives and History (MDAH), and as such, is eligible for state grant monies to implement the goals of Jackson's historic preservation program; and

**WHEREAS**, the Jackson Historic Preservation Commission is mandated by Ordinance to ensure harmonious, orderly and efficient growth and development of the City, and to effect and accomplish the protection, enhancement and perpetuation of historic properties which represent distinctive elements of the City's cultural, social, economic, political and architectural heritage; and

**WHEREAS**, the City of Jackson has received grant funds for many important preservation planning projects in past years, including a 2010 CLG grant to replace the street signs in the Farish Neighborhood Historic District; national register nomination for the Belhaven Historic District in 2011; national register nomination for the Medgar Evers Historic Neighborhood District in 2012; a 2015 CLG Grant to perform phase I for window rehabilitation of Smith Robertson Museum and Cultural Center; a 2016 CLG Grant to perform phase II for window rehabilitation of Smith Robertson Museum and Cultural Center and the survey, national register nomination, and rehabilitation of the Mount Olive Cemetery; and the Midtown neighborhood survey phase I & II and national register nomination in 2017 & 2018; and

**WHEREAS**, the MDAH has informed the Department of Planning and Development and the Jackson Historic Preservation Commission that the City of Jackson is eligible to submit a Certified Local Government Grant Application to apply for the CLGFY2021 for restoration of the front porch of Scott Ford Houses; and

**WHEREAS**, located at 136 and 138 East Cohea Street, the Scott Ford houses were built from 1891 to 1892. Mary Green Scott, a formerly enslaved woman, and her daughter and son-in-law, Virginia and John Ford, were among the first African Americans to build homes on Cohea Street after the Civil War ended, and their descendants owned the properties for more than a century; and

**WHEREAS**, Virginia Ford was a practicing midwife serving the African American community by attending births and providing basic medical care during the Jim Crow era when African Americans had little access to most of the area's doctors and hospitals. Her husband, John Ford, ran a type of taxi service (called a hack in his day) and often drove his wife to her patients' homes; and

**WHEREAS**, the Scott Ford Houses require extensive restoration to become an operational urban museum complex (two homes, wash house, gardens and chicken coop); and

Agenda Item #27 Agenda Date: February 16, 2021 (HILLMAN, LUMUMBA)
---

**WHEREAS**, this project is an eligible activity under the CLGFY2021 Grant; and

**WHEREAS**, if Jackson is awarded the grant, the City will allocate \$5,000 (cash) in its FY2021 budget and the Scott Ford House Inc. will provide \$5,000 (cash) as a match to complete the project, the total cost of which is \$20,000.

**IT IS, THEREFORE ORDERED** that the Mayor is authorized to execute and submit an application and related documents necessary to apply for and accept a CLGFY2021 Grant from the Mississippi Department of Archives and History for restoration of the front porch of the Scott Ford houses, and to execute any and all related documents pertaining to the receipt of said grant.

ITEM #: \_\_\_\_\_  
AGENDA DATE: 2/16/2021  
BY: (Hillman, Lumumba)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/1/21

DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute and submit an application to the Mississippi Department of Archives and History (MDAH) for a Certified Local Government Grant Fiscal Year 2021 (CLGFY2021) for restoration of the front porch of Scott Ford Houses (Ward 7).
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>4. Neighborhood Enhancement</li> </ol>
3.	<b>Who will be affected</b>	Residents and stakeholders of Jackson
4.	<b>Benefits</b>	Restoration of the structure of Scott Ford houses helps to create a vibrant community that is proud of its past.
5.	<b>Schedule (beginning date)</b>	Fall, 2021
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Ward 7
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Planning and Development
8.	<b>COST</b>	\$20,000 (MDAH Grant-\$10,000, City match-\$5,000, Scott Ford House Inc. match-\$5,000)
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	Certified Local Government Grant of \$10,000 from MDAH. City Cash Match of \$5,000. Scott Ford House Inc. Cash Match of \$5,000.  Account # 001.403.50.6419
10.	<b>EBO participation</b>	ABE _____ %    WAIVER yes _____ no _____ N/A <u>  x  </u> AABE _____ %    WAIVER yes _____ no _____ N/A <u>  x  </u> WBE _____ %    WAIVER yes _____ no _____ N/A <u>  x  </u> HBE _____ %    WAIVER yes _____ no _____ N/A <u>  x  </u> NABE _____ %    WAIVER yes _____ no _____ N/A <u>  x  </u>

Revised 2-04



## MEMORANDUM

TO: Chokwe Antar Lumumba  
Mayor

FROM: Jordan Rae Hillman  
Director, Planning and Development

THRU: Chloe Dotson  
Deputy Director, Planning, Development and Code Services

DATE: January 29, 2021

RE: Authorization to Submit FY 2021 Certified Local Government Grant Application  
and Subsequent Related Documents for Restoration of the Front Porch of Scott  
Ford Houses

---

The City of Jackson is a designated Certified Local Governmental Agency (CLG) and as such is eligible to apply for and receive monies through the Mississippi Department of Archives and History's (MDAH) CLG Grant program. As a designated CLG, the City of Jackson is eligible to apply for a portion of this grant money. Each year, MDAH sponsors a new grant cycle and encourages CLGs to submit projects which propose activities to strengthen Mississippi's local historic preservation programs.

The enclosed order authorizes the submission of a CLGFY2021 Grant Application. The Jackson Historic Preservation Commission and the Department of Planning and Development recommend that the City of Jackson apply for a \$10,000 grant from MDAH for restoration of the front porch of Scott Ford houses. If Jackson is awarded the grant, the City will allocate \$5,000 (cash) in its FY 2021 budget and the Scott Ford House Inc. will provide \$5,000 (cash) as a match to complete the project, the total cost of which is \$20,000.

Located in the heart of Jackson, Mississippi's Farish Street Historic District at 136 and 138 East Cohea Street, the Scott Ford houses were built from 1891 to 1892. Mary Green Scott, a formerly enslaved woman, and her daughter and son-in-law, Virginia and John Ford, were among the first African Americans to build homes on Cohea Street after the Civil War ended, and their descendants owned the properties for more than a century. They are designated Mississippi Landmarks in the Farish Street Historic District.

The Project will be managed by the Department of Planning and Development working with Scott Ford Houses, Inc., a 501(c) (3) non-profit organization established in 1995; both entities will report to Mississippi Department of Archives and History throughout the duration of the project. The City of Jackson is the Certified Local Government and the grantee, however Scott Ford Houses, Inc. will be completing this project in its entirety. Please contact Biqi Zhao at 601-960-2006 for additional information.

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 AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT FISCAL YEAR 2021 (CLGFY2021) FROM THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR RESTORATION OF THE FRONT PORCH OF THE SCOTT FORD HOUSES is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney *CG*

*2/18/21*  
\_\_\_\_\_  
Date

**CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION**  
**Federal Fiscal Year 2021**  
**Application and attachments must be RECEIVED by 5 pm February 26, 2021**

CLG Community Name:

City of Jackson, Mississippi

**I. PROJECT SUMMARY**

*Project Title:*

138 East Cohea Street: Restoration of the front porch.

*Brief Project Description:*

Located in the heart of Jackson, Mississippi's Farish Street Historic District at 136 and 138 East Cohea Street, the Scott Ford houses were built from 1891 to 1892. Mary Green Scott, a formerly enslaved woman, and her daughter and son-in-law, Virginia and John Ford, were among the first African Americans to build homes on Cohea Street after the Civil War ended, and their descendants owned the properties for more than a century. They are designated Mississippi Landmarks in the Farish Street Historic District. The proposed project would include the restoration of the front porch on the house at 138 East Cohea Street.

*Type of project:* (Check appropriate category. See the instructions for category descriptions)

- ☐ Joint Survey / National Register Nomination
- ☐ Survey Only
- ☐ National Register Nomination Only
- ☒ Rehabilitation
- ☐ Professional assessment
- ☐ Publications / Marketing
- ☐ Education & Training
- ☐ Other

*Budget Summary:*

Total Project Cost: \$20,000.00

Grant Amount Requested: \$10,000.00

50% of Project Cost

Total Local Match: \$10,000.00

50% of Project Cost

Note that the funding from this CLG Grant will be used in conjunction with current funding from the Mississippi Department of Archives and History's Community Heritage Preservation Grant Program to implement a portion of the larger scope of stabilization work planned for the house.

## II. LOCAL GOVERNMENT INFORMATION

County: Hinds U.S.

Congressional District: 2

### Chief Elected Official:

Name: Chokwe Antar Lumumba

Title: Mayor

Address: 219 South President Street, Jackson MS 39201

Telephone (office): 601-960-1084

Email Address: [halima@jacksonms.gov](mailto:halima@jacksonms.gov)

### CLG Coordinator:

Name: Biqi Zhao

Title: Land Use Planning Manager

Address: 200 South President Street, Jackson MS 39201

Telephone (office): 601-960-2006

Alt. Phone: 601-906-2309

Email Address: [bzhao@jacksonms.gov](mailto:bzhao@jacksonms.gov)

### Project Coordinator:

Same as CLG Coordinator

Name: Biqi Zhao

Title: Land Use Planning Manager

Address: 200 South President Street, Jackson MS 39201

Telephone (office): 601-960-2006

Alt. Phone: 601-906-2309

Email Address: [bzhao@jacksonms.gov](mailto:bzhao@jacksonms.gov)



### **III. PROJECT SCOPE OF WORK**

Clearly describe the proposed project. Refer to the grant manual for a sense of the questions you should address in this section. Be sure to also address any specific concerns, comments, or questions raised during the ItA phase of the application process.

The proposed project will help accomplish the planned stabilization of the house at 138 East Cohea Street by focusing on the restoration of the front porch. It will include the following:

- Reconstruction of the southwest corner column, including its brick pedestal base and ornamental steel column
- Replacement of the cast stone cap on the center column
- Reconstruction of the screened porch
- Restoration of the front door
- Repairs to the existing ornamental steel porch columns
- Repainting of the brick foundation walls, column pedestals, and concrete floor slab, the ornamental steel porch columns and the wood trim, siding and panels on the porch walls and ceiling on the house's front (south) elevation.

#### IV. CONSULTANT/PROFESSIONAL

Project does not require a consultant

Project requires a consultant and:

☐ Consultant not yet selected

☒ Consultant already selected

Name: Lawson Newman, AIA

Company / Organization: WFT Architects, P.A.

Address: 770 North State Street, Jackson, MS 39202

Telephone: 601-352-4691

Email Address: lawson@wftarchitect.com

If consultant/professional is already selected, include contract with the application.

#### V. MATCHING SHARE

Donor: Who or what is providing the matching funds - City, Foundation, Civic Group, etc.

Source: (Cash Match only) General operating funds, HPC budget, Grant, contributions, etc.

Kind: For non-cash contributions: labor (city staff or volunteer), donated materials/services, etc.

Amount: Dollar value of the contribution

Status: (Cash Match only) Indicate whether the match is firm/known or pending a decision

##### Cash Contributions

Donor: City of Jackson

Donor: Scott Ford House Inc.

Source: Cash Match Only

Source: Cash Match Only

Amount: \$5,000.00

Amount: \$5,000.00

Status:

Status: Committed

## In-Kind Contributions

Donor:

Kind:

Amount:

Donor:

Kind:

Amount:

Donor:

Kind:

Amount:

## VI. PROJECT BUDGET

<b>Cost Items (staff, consultant, supplies/materials, printing, etc.)</b>	<b>CLG Grant Share</b>	<b>Local Match</b>		<b>Row Totals</b>
		<b>Cash</b>	<b>In-Kind</b>	
Masonry				\$4,500.00
Carpentry				\$4,500.00
Metalwork				\$2,500.00
Painting				\$6,400.00
Professional Fee				\$2,100.00
City of Jackson		\$5,000.00		
Scott Ford House Inc.		\$5,000.00		
	\$10,000.00			
<b>Subtotals</b>	\$10,000.00	<b>Cash:</b> \$10,000.00	<b>In-Kind</b>	\$20,000.00
<b>Totals</b>	<b>Grant*</b>	<b>Local Match**</b>		<b>Project Cost</b>

**\*Must not exceed 50% of Project Cost**

**\*\*Cash + In-Kind must equal a minimum of 50% of Project Cost**

**Please check your math**

## VII. SIGNATURES

The applicant indicates by their signature that they have read, understand, and agree that:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Certified Local Government Grant Program, administered by the Department of Archives and History.
2. The applicant recognizes that this grant is administered as a reimbursement grant which shall not exceed 50% of the expended total cost of the project. If a grant is received, all cost obligations for work are to be paid by the applicant, who will then receive reimbursement based on prior agreement and approval by MDAH.
3. The applicant further understands that reimbursement will not be issued until all close-out material has been received by MDAH.
4. No work covered in this application is to begin until the applicant has been notified in writing that funds have been awarded and has accepted in writing the terms and conditions of the grant. The terms and conditions will be outlined in the Memorandum of Agreement sent to each grantee. Projects that require additional paperwork, such as Contracts and Cultural Resources Assessments must have these executed / approved by MDAH prior to work beginning on the project.
5. Adequate resources will be available for the completion of the proposed project.
6. The project, if funded, will be carried out in accordance with the guidelines set forth by the National Park Service Historic Preservation Fund as administered by Historic Preservation Division, Department of Archives and History.
7. Project Coordinator will be responsible for submitting required progress reports and final project documentation to MDAH and ensuring that the project will be completed within the allotted time.
8. The applicant will cooperate with the staff of the Department of Archives and History in meeting all the above requirements.

---

Chief Elected Official

Date

---

Project Coordinator

Date



**Scott Ford House Inc.**  
*Farish St. Historic District*

SCOTT FORD HOUSES, INC.  
P.O. Box 1173 Jackson, MS 39215  
[scott.ford.houses@gmail.com](mailto:scott.ford.houses@gmail.com)  
(601) 948-7408

<http://www.scottfordhouse.org/>

**28 January 2021**

Honorable Mayor Chokwe Antar Lumumba  
The City of Jackson  
219 South President Street  
Jackson, Mississippi 39205

Re: Certified Local Government Grant Application - Commitment Letter

Dear Mayor Lumumba:

This letter will confirm that the Scott Ford Houses has pledged \$5,000.00 in matching funds toward the grant proposal for the effort of restoration of the front porch for 138 East Cohea Street.

Respectfully,

SCOTT FORD HOUSES, INC.

By: *Alfredteen Harrison*  
**Dr. Alfredteen Harrison**  
*President*





# Document B105™ – 2017

## Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7th day of May in the year 2020  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Scott-Ford House, Inc.  
P.O. Box 1173  
Jackson, MS 39215  
Telephone Number: 601-948-7408

and the Architect:  
(Name, legal status, address and other information)

WFT Architects, P.A.  
770 North State Street  
Jackson, MS 39202  
Telephone Number: 601-352-4691  
Email: wftarch@bellsouth.net

for the following Project:  
(Name, location and detailed description)

Scott-Ford House Stabilization  
136 & 138 East Cohea Street  
Jackson, MS 39201  
First Phase in a multi-phase project to renovate the two houses on the historic Scott-Ford property in the Farish Street Historic District Neighborhood.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes: (3B9ADA55)



## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

- Establishment of Scope of Work with available funding.
- Development of Design Phase Documents to communicate Scope of Work to Owner and to allow the development of a detailed Opinion of Probable Cost.
- Development of Construction Documents (Drawings and Specifications) required for the project's bid or quote procurement..
- Management of the Bid/ Quote Process
- Evaluation of Bids/ Quotes Submitted and Recommendation to Owner for Acceptance.
- Generation of Owner- Contractor Agreement
- Observation of Construction and Project Closeout

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement

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User Notes: (3B9ADA55)

shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

- ✓ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

1. For the Architect's services described in Article 1, compensation shall be calculated as a percentage of the construction cost using a Type D+ fee as defined by the State of Mississippi, Bureau of Building, Grounds and Real Property Management's Procedure Manual, Section 300.7, Professional Compensation.
2. For the time the Architect spends assisting the Owner in managing the grant process, the Owner shall compensate the Architect according to the rate schedule attached to this contract as Attachment A. Unless modified by an amendment to this contract, the Architect's total compensation for assisting in the management of the grant process shall not be greater than one thousand dollars (\$1,000.00).

The Owner shall pay the Architect an initial payment of zero (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

- ✓ The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus fifteen percent ( 15 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ninety ( 90 ) days after the invoice date shall bear interest from the date payment is due at the rate of one and one-half percent ( 1.5 %) per month , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

This Agreement entered into as of the day and year first written above.

Init.

Alferdeen Harrison

OWNER (Signature)

Dr. Alferdeen Harrison, President

(Printed name and title)

Lawson Newman

ARCHITECT (Signature)

Lawson Newman, President

(Printed name, title, and license number, if required)

Init.

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User Notes: (3B9ADA55)

WFT ARCHITECTS, P.A.  
Lawson Newman, AIA, Architect  
Wes Harp, AIA, Architect

Architecture  
&  
Historic Preservation

770 North State Street  
Jackson, MS 39202



May 7, 2020

Ms Alferdteen Harrison, President  
Scott Ford House, Inc.  
Jackson, Mississippi

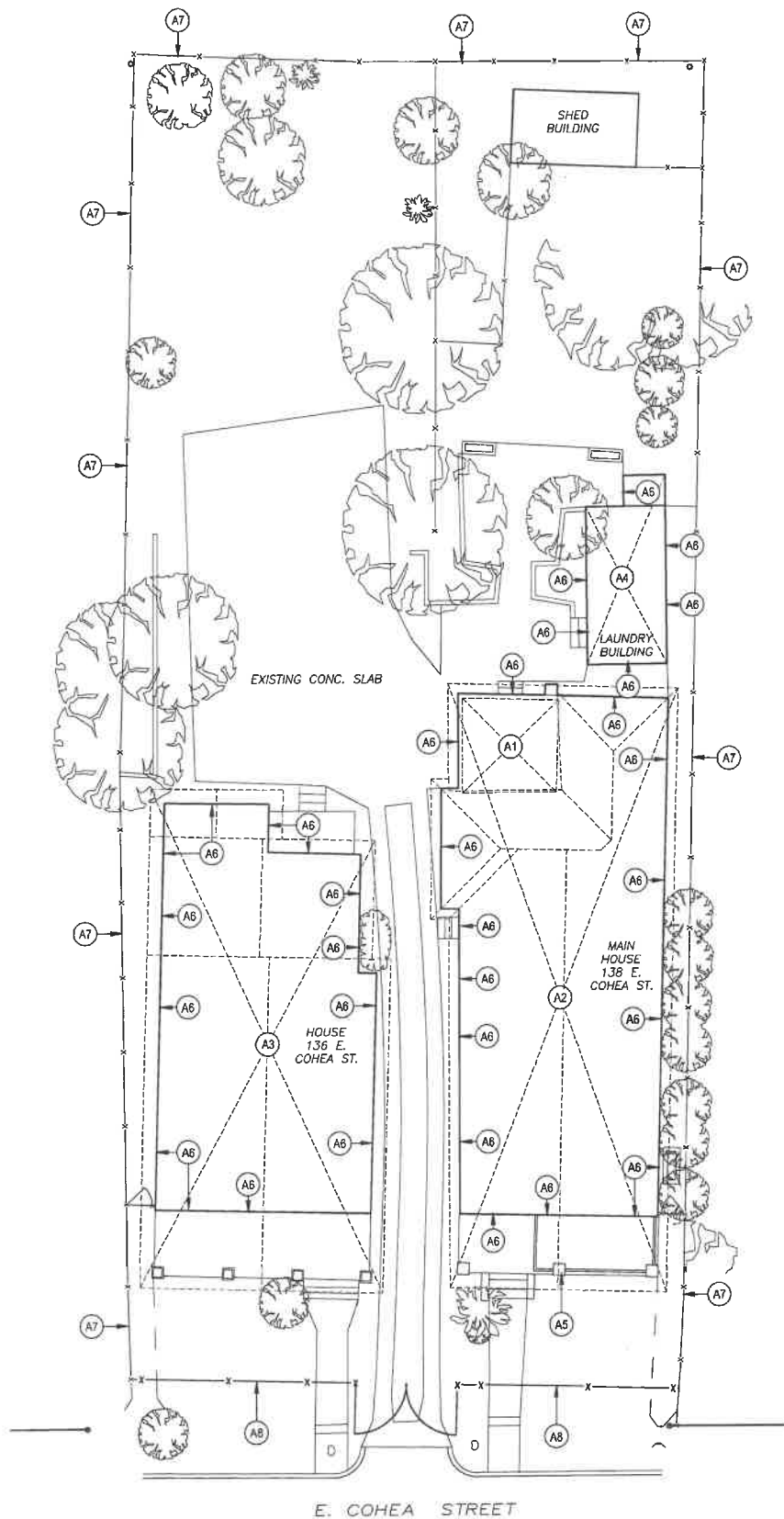
RE: Mississippi Department of Archives & History  
2019 Community Heritage Preservation Grant  
Scott Ford Houses Stabilization

Project Budget Analysis per Grant Award

<b>A. Project Funding</b>	
MDAH CHP Grant Funding.....	\$30,025.00
Scott Ford House, Inc. Matching Share.....	\$14,927.00
Total Project Funds.....	\$44,952.00
<b>B. Project Budget Estimate</b>	
Estimated Construction Cost.....	\$36,002.00
Professional Fee @ 11% (Based on State of MS D+ Fee).....	\$4,450.00
Professional Grant Management Reimbursement (Estimated "Not-to-Exceed" Fee).....	\$1,000.00
Termite Treatment.....	\$2,500.00
Project Sign.....	\$500.00
Estimated Reimbursable Expenses.....	\$500.00
Total Project Budget.....	\$44,952.00

Preliminary Project Scope of Work

- 138 Cohea- Rebuild damaged foundation pier beneath NW corner of Dining Room
- 138 Cohea- Repair/ rebuild deteriorated and collapsed floor framing @ Kitchen/ Dining Room
- 138 Cohea- Install new subfloor in Kitchen/ Dining Room
- 138 Cohea- Repair/ rebuild deteriorated wall framing around Kitchen/ Dining Room
- 138 Cohea- Replace deteriorated siding @ Kitchen/ Dining
- 138 Cohea- Rebuild collapsed porch column
- 136 & 138 Cohea- Minor roof repair
- 136 & 138 Cohea- Secure openings
- 136 & 138 Cohea- Install security fencing
- 136 & 138 Cohea- Install termite protection system (similar to Sentricon, note that such a system will become part of the long term maintenance plan and will require a yearly contract for monitoring)



SCOPE GROUP A (STABILIZATION OF STRUCTURES):

- A1. REPAIR KITCHEN FLOOR AND FRAMING AT 138 COHEA
- A2. REPAIR ROOF FRAMING AND SHEATHING OVER KITCHEN AND RE-ROOF 138 COHEA
- A3. MINOR ROOF REPAIR AT 136 COHEA
- A4. ROOF REPAIR AT LAUNDRY 138 COHEA
- A5. REPLACE PORCH COLUMN AT 138 COHEA
- A6. SECURE OPENINGS (ALL BUILDINGS)
- A7. REPAIR EXISTING SECURITY FENCE
- A8. INSTALL TEMPORARY SECURITY FENCE AT FRONT OF PROPERTY

1 SCHEMATIC SITE PLAN - 136 & 138 EAST COHEA STREET (SCOPE GROUP A)  
 SCALE: 1" = 20'-0" 0 20'-0" N

**WFT ARCHITECTS, P.A.**

Jackson, Mississippi  
 September 12, 2019

**Scott-Ford Houses Restoration**

Scott-Ford House, Inc.  
 Jackson, Mississippi



1 136 E COHEA — SOUTH ELEVATION  
SCALE: 1/16" = 1'-0"



2 136 E COHEA — EAST ELEVATION  
SCALE: 1/16" = 1'-0"



3 136 E COHEA — NORTH ELEVATION  
SCALE: 1/16" = 1'-0"



4 136 E COHEA — WEST ELEVATION  
SCALE: 1/16" = 1'-0"



5 138 E COHEA — SOUTH ELEVATION  
SCALE: 1/16" = 1'-0"



6 138 E COHEA — EAST ELEVATION  
SCALE: 1/16" = 1'-0"



7 138 E COHEA — NORTH ELEVATION  
SCALE: 1/16" = 1'-0"



8 138 E COHEA — WEST ELEVATION  
SCALE: 1/16" = 1'-0"



9 LAUNDRY AT 138 E COHEA — ELEVATIONS  
SCALE: 1/16" = 1'-0"

SCOPE GROUP B (EXTERIOR REHABILITATION/RESTORATION OF 136 AND 138 COHEA STREET:

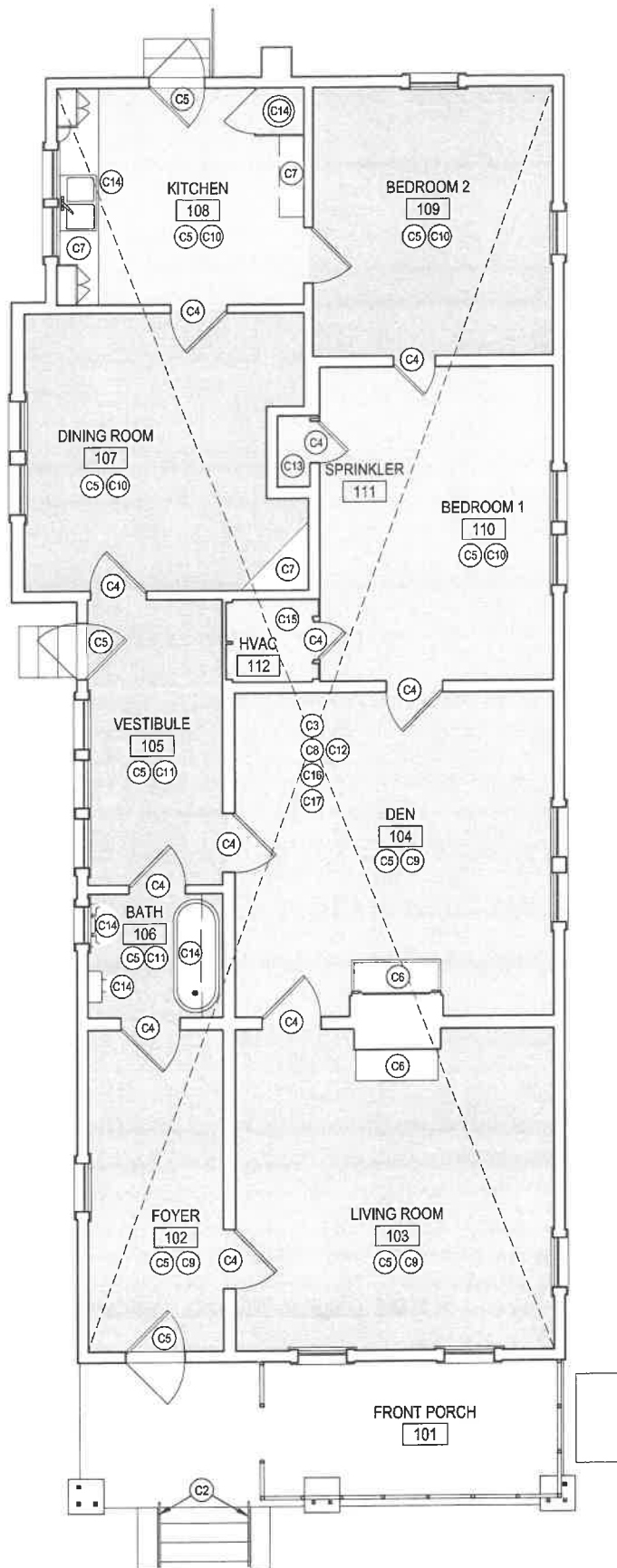
- B1. PROVIDE FOUNDATION REPAIR TO LEVEL BUILDINGS, REPAIR BRICK PIERS AND SKIRT WALLS.
- B2. SIDING, TRIM, PORCH FLOORING REPAIRS (AS REQUIRED, ALL BUILDINGS)
- B3. WINDOW REPAIRS (NEW SASH UNITS TO MATCH ORIGINAL, REPAIR DAMAGED WINDOW FRAMES.)
- B4. DOOR REPAIRS (NEW STILE & RAIL DOORS TO MATCH ORIGINAL, REPAIR DAMAGED FRAMES, NEW DOOR HARDWARE)
- B5. BURGLAR BARS AND SECURITY DOORS (PROVIDE AT ALL OPENINGS)
- B6. PAINT EXTERIOR (ALL BUILDINGS)

**WFT ARCHITECTS, P.A.**

Jackson, Mississippi  
September 12, 2019

**Scott-Ford Houses Restoration**

Scott-Ford House, Inc.  
Jackson, Mississippi

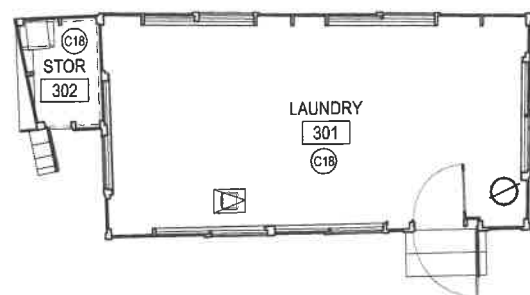


1 SCHEMATIC RENOVATION FLOOR PLAN — 138 EAST COHEA STREET  
SCALE: 1/8" = 1'-0"

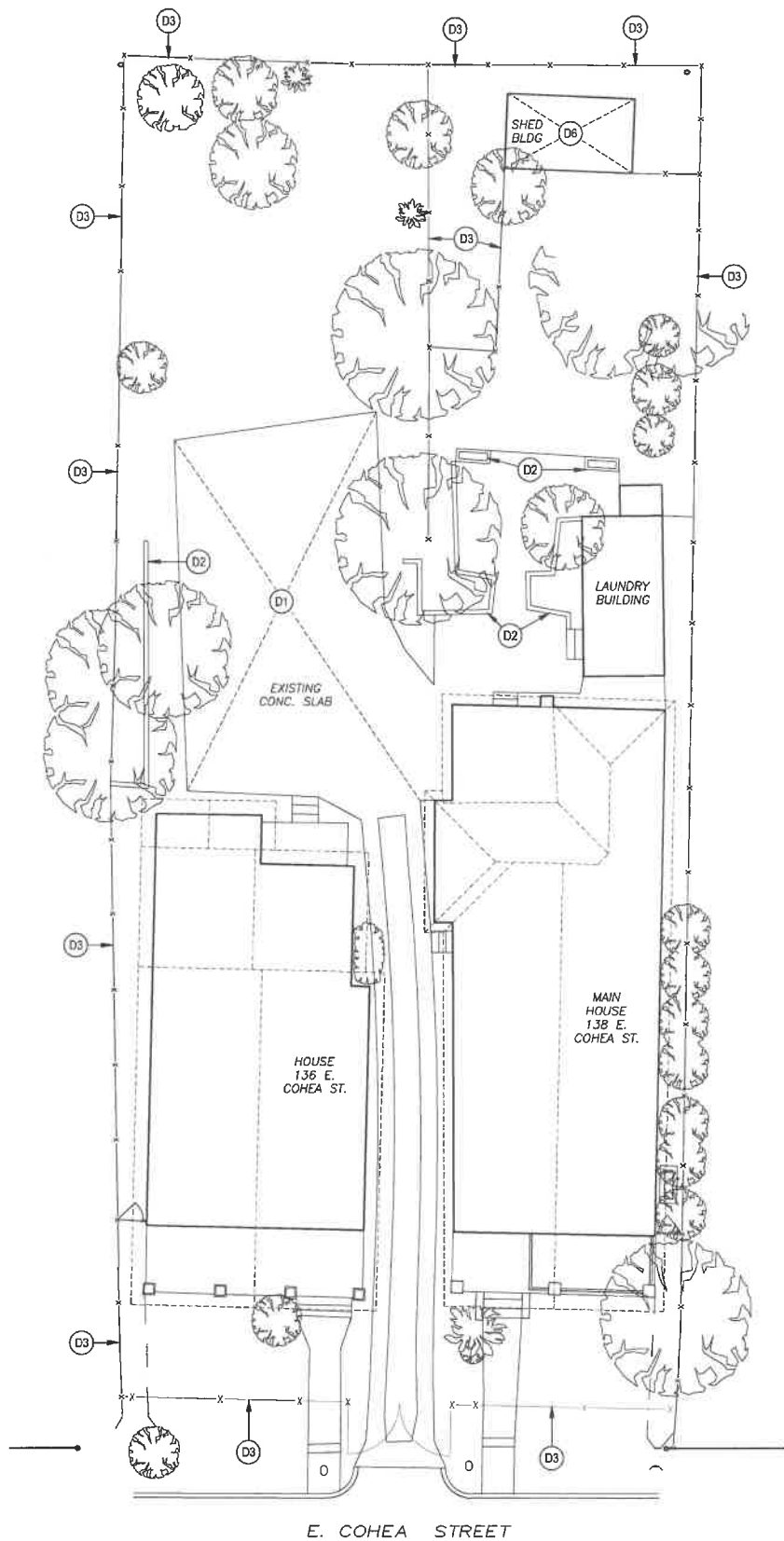
SCOPE GROUP C (INTERIOR RESTORATION 138 COHEA & LAUNDRY):

- C1. ADD ADA RAMP AT LOCATION TBD PER EXHIBIT DESIGN AND INTERPRETIVE SEQUENCE. (SHOWN IN EXIST CONFIG.)
- C2. INSTALL WROUGHT IRON HANDRAILS AT STAIRS TO MATCH ORIGINAL.
- C3. INSTALL FIBERGLASS THERMAL BATT INSULATION AT CRAWL SPACE AND ATTIC. INSTALL ACOUSTICAL BATT INSULATION AT INTERIOR RESTROOM WALLS. REPAIR PLASTER WALLS AND CEILINGS, PREPARE TO RECEIVE NEW FINISHES. PATCH WOOD FLOORING.
- C4. INSTALL NEW INTERIOR DOORS AND FRAMES TO MATCH EXISTING. PROVIDE NEW HARDWARE. PROVIDE GLAZED TRANSOMS TO MATCH ORIGINAL CONDITIONS. INSTALL WOOD CASING TO MATCH ORIGINAL.
- C5. PATCH/REPAIR SOLID WOOD WALL BASE, WINDOW CASING AND STOOLES, AND DOOR CASINGS AT EXTERIOR DOORS TO MATCH ORIGINAL. PATCH/REPAIR CROWN MOULD TO MATCH EXISTING WHERE OCCURS.
- C6. INSTALL CUSTOM MILLWORK FIRE PLACE SURROUNDS. REPAIR MASONRY AT FIREBOX, HEARTH AND CHIMNEY.
- C7. RESTORE DINING ROOM AND KITCHEN CABINETS AND COUNTERTOPS.
- C8. PRIME WALLS, CEILINGS AND TRIM AND PREPARE FOR FINISH RESTORATION AT SCOPE GROUP 'D'.
- C9. REFINISH WOOD FLOORS.
- C10. INSTALL RESILIENT FLOOR TILE TO MATCH ORIGINAL.
- C11. INSTALL SHEET VINYL FLOOR TILE TO MATCH ORIGINAL.
- C12. PROVIDE INTERIOR SIGNAGE, TOILET/BATH ACCESSORIES AND FIRE EXTINGUISHERS.
- C13. REPAIR/INSTALL FIRE SPRINKLER SYSTEM.
- C14. INSTALL NEW PLUMBING FIXTURES.
- C15. INSTALL NEW FORCED AIR (DX) HVAC SYSTEM WITH DUCTWORK LOCATED IN ATTICS.
- C16. INSTALL NEW ELECTRICAL SYSTEMS THROUGHOUT HOUSE. INSTALL PERIOD APPROPRIATE LIGHTING AT RESTORED SPACES. PROVIDE RECESSED EMERGENCY LIGHTING.
- C17. INSTALL FIRE ALARM AND SECURITY SYSTEMS WITH CONCEALED/RECESSED COMPONENTS WHERE AVAILABLE.
- C18. SCOTT-FORD HOUSE, INC. FUNDS — REPAIR WOOD FRAMING AND SHEATHING AT INTERIOR OF LAUNDRY BUILDING. REBUILD SLIDING WOOD WINDOW FRAMES. AND REPLACE SASH UNITS. PAINT INTERIOR TO MATCH HISTORIC FINISHES. RESTORE DOORS. PATCH/REPLACE "BRICKTEX" ASPHALT SHINGLE TO MATCH ORIGINAL.

- FOYER / LIVING ROOM
- DEN
- BEDROOM 1
- BEDROOM 2
- VESTIBULE / DINING / BATH
- KITCHEN



2 SCHEMATIC RENOVATION FLOOR PLAN — LAUNDRY  
SCALE: 1/8" = 1'-0"



1 SCHEMATIC SITE PLAN - 136 & 138 EAST COHEA STREET (SCOPE GROUP E)  
SCALE: 1" = 20'-0"

#### SCOPE GROUP D (SITE AND LANDSCAPING)

- D1. PARKING IMPROVEMENTS (ADA ACCESS)
- D2. HARDSCAPE/GARDEN RESTORATION
- D3. FENCE REPAIRS, REPLACE TEMPORARY SECURITY FENCE WITH PICKET FENCE PER HISTORIC PHOTOGRAPHS
- D4. PLANT MATERIAL RESTORATION (NOT INDICATED)
- D5. IRRIGATION SYSTEM (NOT INDICATED)
- D6. RESTORATION OF SHED BUILDING
- D7. SITE LIGHTING (NOT INDICATED)

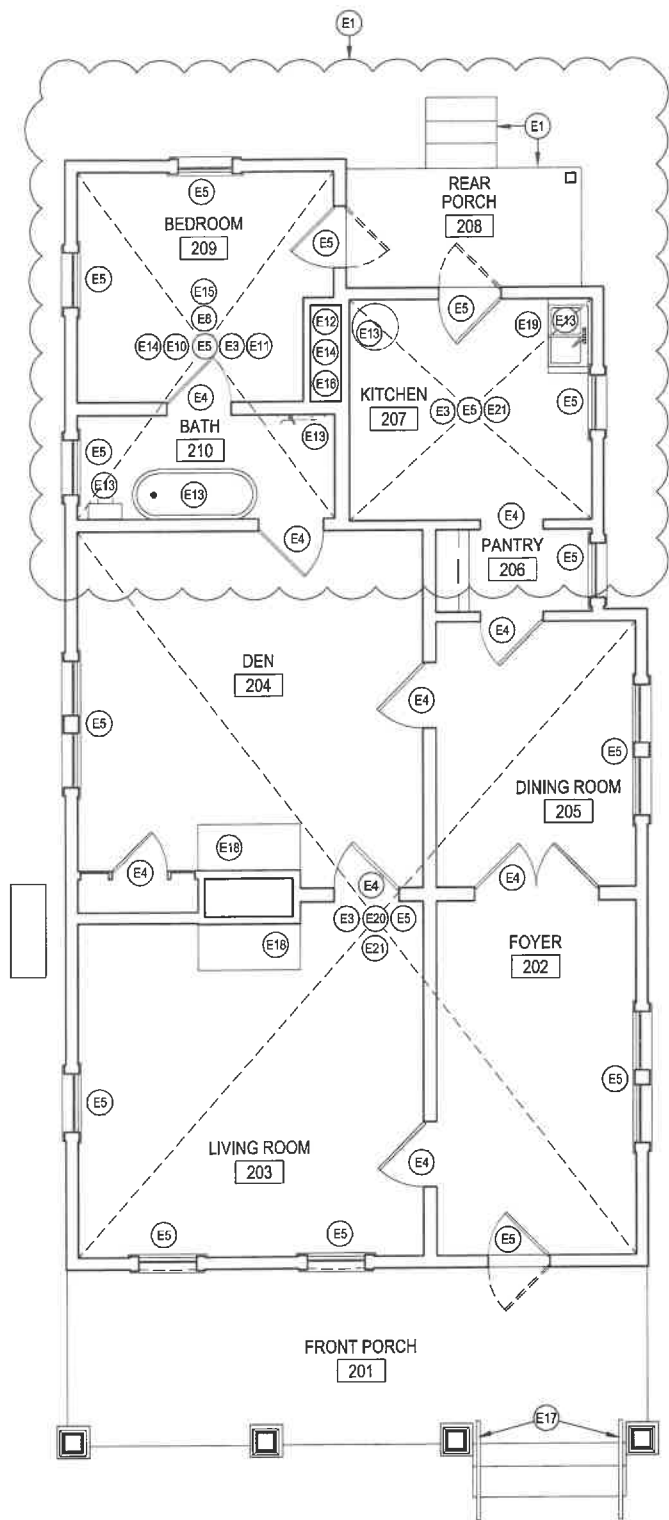
**WFT ARCHITECTS, P.A.**

Jackson, Mississippi  
September 12, 2019

**Scott-Ford Houses Restoration**

Scott-Ford House, Inc.  
Jackson, Mississippi





# **SCOPE GROUP E (INTERIOR REHABILITATION –OFFICES AND SUPPORT SPACES)**

- E1. RECONFIGURE REAR ADDITION OF HOUSE FOR ACCESSIBLE ENTRY, ADA RESTROOM, AND MECHANICAL/ELECTRICAL CLOSETS. ADD ACCESSIBLE RAMP AT REAR ENTRY. (SHOWN IN EXISTING CONFIG.)
- E3. INSTALL FIBERGLASS THERMAL BATT INSULATION AT CRAWL SPACE AND ATTIC. INSTALL ACOUSTICAL BATT INSULATION AT INTERIOR RESTROOM WALLS. INSTALL GYP. BD. WALL AND CEILING FINISH AT ALL SPACES. PATCH WOOD FLOORING.
- E4. INSTALL NEW INTERIOR DOORS AND FRAMES TO MATCH EXISTING. PROVIDE NEW HARDWARE. PROVIDE GLAZED TRANSOMS TO MATCH ORIGINAL CONDITIONS. INSTALL WOOD CASING TO MATCH ORIGINAL.
- E5. INSTALL SOLID WOOD WALL BASE, WINDOW CASING AND STOOLES, AND DOOR CASINGS AT EXTERIOR DOORS TO MATCH ORIGINAL. INSTALL CROWN MOULD TO MATCH EXISTING WHERE OCCURS.
- E8. PAINT INTERIOR WALLS AND CEILINGS. STAIN/PAINT WOOD TRIM TO MATCH DOCUMENTED FINISHES.
- E10. INSTALL RESILIENT FLOOR TILE TO MATCH ORIGINAL.
- E11. PROVIDE INTERIOR SIGNAGE, TOILET/BATH ACCESSORIES AND FIRE EXTINGUISHERS.
- E12. INSTALL NEW FIRE SPRINKLER SYSTEM.
- E13. INSTALL NEW PLUMBING FIXTURES.
- E14. INSTALL NEW FORCED AIR (DX) HVAC SYSTEM WITH DUCTWORK LOCATED IN ATTICS.
- E15. INSTALL NEW ELECTRICAL SERVICE ENTRANCE AND MAIN PANEL. INSTALL LIMITED ELECTRICAL SYSTEMS AT REHABILITATED AREA. PROVIDE RECESSED EMERGENCY LIGHTING.
- E16. INSTALL FIRE ALARM AND SECURITY SYSTEM MAIN PANELS WITH CONCEALED/RECESSED COMPONENTS AT REHABILITATED AREAS.
- E17. INSTALL WROUGHT IRON HANDRAILS AT STAIRS TO MATCH ORIGINAL.
- E18. INSTALL CUSTOM MILLWORK FIRE PLACE SURROUNDS. REPAIR MASONRY AT FIREBOX, HEARTH AND CHIMNEY.
- E19. INSTALL KITCHEN CABINETS AND COUNTERTOPS AT WARMING KITCHEN. (EXIST. CONFIG. SHOWN)
- E20. REFINISH WOOD FLOORS.
- E21. CONFIGURE FIRE SPRINKLER SYSTEM AS REQUIRED AT REHABILITATED / RESTORED AREAS.

1 SCHEMATIC RENOVATION FLOOR PLAN – 136 EAST COHEA STREET  
 SCALE: 1/8" = 1'-0"  
 0 10'-0" N



**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)**

**WHEREAS**, on July 9, 2019 the City Council adopted an Order, recorded in Minute Book 6-P, page 362 authorizing the Mayor to submit the City of Jackson's 2019 One-Year Action Plan of the 2015-2019 Consolidated Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Coronavirus Aid Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

**WHEREAS**, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of \$1,444,552.00 in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

**WHEREAS**, on September 1, 2020, the City Council adopted an Order, recorded in Minute Book 6R, pages 546-547 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2019 One-Year Action Plan of the Consolidated Plan; and

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor be authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds (Street Outreach) in an amount not to exceed \$77,800.00 to prepare, prevent and respond to the Coronavirus to residents of the City of Jackson's Metropolitan Statistical Area, beginning January 1, 2021 through December 31, 2021.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$77,800.00, to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning January 1, 2021 through December 31, 2021.

Agenda Item #28  
Agenda Date: February 16, 2021  
(HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/16/21

DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)																																													
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																																													
3.	<b>Who will be affected</b>	Provide services for low/moderate income persons and homeless persons																																													
4.	<b>Benefits</b>	Provide public services																																													
5.	<b>Schedule (beginning date)</b>	Upon approval																																													
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards																																													
7.	<b>Action implemented by:</b>  City Department    X  Consultant	Department of Planning & Development																																													
8.	<b>COST</b>	\$77,800.00																																													
9.	<b>Source of Funding:</b>  General Fund Grant                    X  Bond Other	ESG CARES Act																																													
	<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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**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor

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

**DATE:** February 4, 2021

**RE:** Agenda Item for February 16, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Stewpot Community Services, Inc. to expend the Emergency Solutions Grant Program ESG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson

Eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System (HMIS).

The contract will cover costs of services beginning January 1, 2021 through December 31, 2021 in the amount of \$77,800.00.

Should you have any questions, please contact me at ext. 2155.

cc: Vanessa Henderson, Deputy Director, Department of Planning and Development  
Linda Caldwell, Assistant Manager, Development Assistance Division

For Office Use Only:

Manager Approval:

Fiscal Officer Approval:

Date:

Date: 2/4/21

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** *Ca*

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC., TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY RESOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS), is legally sufficient for placement in NOVUS Agenda.

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

**Chandra Gayten, Deputy City Attorney** *Ca*

*2/8/21*  
\_\_\_\_\_  
**Date**

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
2/16/21  
CW

**WHEREAS**, on July 9, 2019 the City Council adopted an Order, recorded in Minute Book 6-P, page 362 authorizing the Mayor to submit the City of Jackson's 2019 One-Year Action Plan of the 2015-2019 Consolidated Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Coronavirus Aid Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

**WHEREAS**, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of \$1,444,552.00 in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

**WHEREAS**, on September 1, 2020, the City Council adopted an Order, recorded in Minute Book 6R, pages 546-547 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2019 One-Year Action Plan of the Consolidated Plan; and

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor be authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$600,000.00 to prepare, prevent and respond to the Coronavirus to residents of the City of Jackson's Metropolitan Statistical Area, beginning January 1, 2021 through December 31, 2021.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$600,000.00, to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning January 1, 2021 through December 31, 2021.

Agenda Item #29  
Agenda Date: February 16, 2021  
(HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/16/21

DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)																																													
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																																													
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4.	<b>Benefits</b>	Provide public services																																													
5.	<b>Schedule (beginning date)</b>	Upon approval																																													
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards																																													
7.	<b>Action implemented by:</b>  City Department    X  Consultant	Department of Planning & Development																																													
8.	<b>COST</b>	\$600,000.00																																													
9.	<b>Source of Funding:</b>  General Fund Grant                    X  Bond Other	2019 ESG CARES Act																																													
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ABE	___%	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	___%	WAIVER	yes	___	no	___	N/A	___																																							



**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor

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

**DATE:** January 22, 2021

**RE:** Agenda Item for February 16, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Stewpot Community Services, Inc. to expend the Emergency Solutions Grant Program ESG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson

Eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System (HMIS).

The contract will cover costs of services beginning January 1, 2021 through December 31, 2021 in the amount of \$600,000.00.

Should you have any questions, please contact me at ext. 2155.

cc: Vanessa Henderson, Deputy Director, Department of Planning and Development  
Linda Caldwell, Assistant Manager, Development Assistance Division

For Office Use Only:

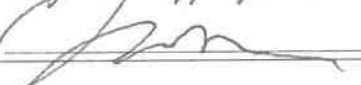
Manager Approval:



Date:

1-22-21

Fiscal Officer Approval:



Date:

1-22-21

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 **ORDERS AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

  
\_\_\_\_\_  
Date

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH CHRISTIANS IN ACTION, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
CE

**WHEREAS**, on July 9, 2019 the City Council adopted an Order, recorded in Minute Book 6-P, page 362 authorizing the Mayor to submit the City of Jackson's 2019 One-Year Action Plan of the 2015-2019 Consolidated Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Coronavirus Aid Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

**WHEREAS**, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of \$1,444,552.00 in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

**WHEREAS**, on September 1, 2020, the City Council adopted an Order, recorded in Minute Book 6R, pages 546-547 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2019 One-Year Action Plan of the Consolidated Plan; and

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor be authorized to execute the contract and related documents with Christians In Action, Inc. to expend ESG CARES Act funds in an amount not to exceed \$20,000.00 to prepare, prevent and respond to the Coronavirus to residents of the City of Jackson's Metropolitan Statistical Area, beginning June 1, 2020 through May 31, 2021.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the contract and related documents with Christians In Action, Inc. to expend ESG CARES Act funds in an amount not to exceed \$20,000.00, to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning June 1, 2020 through May 31, 2021.

Agenda Item #30 Agenda Date: February 16, 2021 (HILLMAN, LUMUMBA)
---

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/16/21

DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH CHRISTIANS IN ACTION, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Provide services for low/moderate income persons and homeless persons
4.	<b>Benefits</b>	Provide public services
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	<b>Action implemented by:</b>  City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	<b>COST</b>	\$20,000.00
9.	<b>Source of Funding:</b>  General Fund Grant <input checked="" type="checkbox"/>  Bond Other	2019 ESG CARES Act
	<b>EBO participation</b>	ABE    %    WAIVER    yes    no    N/A AABE    %    WAIVER    yes    no    N/A WBE    %    WAIVER    yes    no    N/A HBE    %    WAIVER    yes    no    N/A NABE    %    WAIVER    yes    no    N/A

OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor

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

**DATE:** January 26, 2021

**RE:** Agenda Item for February 16, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Christians In Action, Inc. to expend the Emergency Solutions Grant Program ESG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson

Eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System (HMIS).

The contract will cover costs of services beginning June 1, 2020 through May 31, 2021 in the amount of \$20,000.00.

Should you have any questions, please contact me at ext. 2155.

cc: Vanessa Henderson, Deputy Director, Department of Planning and Development  
Linda Caldwell, Assistant Manager, Development Assistance Division

For Office Use Only:

Manager Approval: 

Fiscal Officer Approval: 

Date: /

Date: 1/26/21


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 ORDERS AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH CHRISTIANS IN ACTION, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS), legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney 

2/8/21  
Date

**ORDER ACCEPTING THE BID OF UTILITY  
CONSTRUCTORS, INC. FOR THE EUBANKS CREEK  
INTERCEPTOR REHABILITATION PROJECT (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
2-18-21

**WHEREAS**, on January 19, 2021, the City of Jackson received four sealed bids for the Eubanks Creek Interceptor Rehabilitation Project; and

**WHEREAS**, the bid received from Utility Constructors, Inc., in the amount of \$1,791,238.00 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 Utility Constructors, Inc. as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Utility Constructors, Inc., in the amount of \$1,791,238.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

**ITEM #**

**DATE:**

**BY:**

Agenda Item #31  
Agenda Date: February 16, 2021

**WILLIAMS, LUMUMBA**

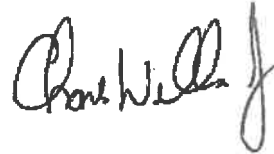
**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 4, 2021**

<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 ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT (WARD 7)</b>																																														
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																														
3.	<b>Who will be affected</b>	Residents of the City of Jackson																																														
4.	<b>Benefits</b>	Sewer Infrastructure																																														
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.																																														
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 7																																														
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																														
8.	<b>COST</b>	\$1,791,238.00 Federal Funds: \$1,343,428.50 Match (COJ): \$ 447,809.50 Total: \$1,791,238.00																																														
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input checked="" type="checkbox"/> ■ Other <input type="checkbox"/>	Fund 32 32-52290-6485 6824																																														
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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AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								



**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba  
From: Charles Williams Jr., PE, PhD, Director/City Engineer  
Date: February 4, 2021



**Background:**

Attached, you will find an item requesting for approval for the Mayor to enter into a contract with Utility Constructor, Inc, for the Eubanks Creek Interceptor Rehabilitation work. Utility Constructors, Inc, submitted the lowest and best bid in the amount of \$1,791,238.00.

It is the recommendation of this office that the Mayor enter into a contract with Utility Constructors, Inc, is approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.


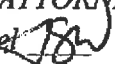
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
2/9/21

## OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

# **E B O   D e t e r m i n a t i o n**

## **Eubanks Creek Interceptor Rehabilitation**

**Project # 19B0510.701**

**Bidder:**      Utility Constructors, Inc.

**Status:** COMPLIANT

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	5.00 %
<i>AABE</i>	13.00 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.01 %
<i>ABE</i>	0.00 %

**Bidder:**      Granite Inliner, LLC

**Status:** COMPLIANT

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	*0.00 %
<i>AABE</i>	19.35 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.00 %
<i>ABE</i>	0.00 %

**Bidder:**      Suncoast Infrastructure, Inc.

**Status:** COMPLIANT

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	5.00 %
<i>AABE</i>	12.88 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.00 %
<i>ABE</i>	0.00 %

**Bidder:**      Gulf Coast Underground, LLC

**Status:** COMPLIANT

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	*0.00 %
<i>AABE</i>	*0.00 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.00 %
<i>ABE</i>	0.00 %

**BID TABULATION**  
**CITY OF JACKSON**  
**EUBANKS CREEK INTERCEPTOR REHABILITATION**  
**City Project No. 19B0610.701**  
**January 19, 2021; 3:30 PM**

PAY ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1	75,000.00	75,000.00	160,000.00	160,000.00	170,800.00	170,800.00	160,453.58	160,453.58
2	Clearing and Grubbing	AC	2	20,000.00	40,000.00	11,500.00	23,000.00	8,500.00	17,000.00	7,494.29	14,988.58
3	Maintenance of Traffic, Including Compliance w/ MDOT Permits	LS	1	50,000.00	50,000.00	17,250.00	17,250.00	15,000.00	15,000.00	25,128.00	25,128.00
4	Trench Safety System (CHSA) As Required	LS	1	5,000.00	5,000.00	1,150.00	1,150.00	1,000.00	1,000.00	15,875.00	15,875.00
5	8ft Fencing (As Required)	LF	4,500	2.50	11,250.00	5.75	25,875.00	4.50	20,250.00	3.75	16,875.00
6	12" Walltie - Erosion Checks	LF	250	1.50	375.00	11.30	2,825.00	6.90	1,700.00	6.36	1,590.00
7	Undercut Excavation, As Directed	CY	100	10.00	1,000.00	22.00	2,200.00	14.00	1,400.00	64.01	6,401.00
8	Additional Scaled Bedding, As Directed	CY	100	24.00	2,400.00	55.00	5,500.00	43.00	4,300.00	77.07	7,707.00
9	Select Backfill, As Directed	CY	200	15.00	3,000.00	38.00	7,600.00	16.50	3,300.00	54.01	10,802.00
10	Bypass Pumping as Required	LS	1	150,000.00	150,000.00	735,000.00	735,000.00	898,534.00	898,534.00	754,084.25	754,084.25
11	30" DIP CL 350 Sower Pipe (All Depths) w/ Select Bedding, Zinc Coating, V-Bite Polymer, and Ceramic Epoxy Interior Lining	LF	305	250.00	76,750.00	700.00	212,100.00	615.00	189,545.00	1,920.78	589,980.28
12	30" Sanitary Sewer Pipe (Concrete) Clearing and CCTV	LF	2,835	100.00	283,500.00	20.00	56,700.00	29.00	83,685.00	10.72	30,927.20
13	30" Sanitary Sewer Pipe (Cast Iron) Clearing and CCTV	LF	757	100.00	75,700.00	25.00	18,925.00	29.00	22,243.00	10.72	8,222.24
14	30" Sanitary Sewer Pipe (Cast Iron) Tuberculation Removal and CCTV	LF	757	175.00	132,475.00	27.00	20,709.00	70.00	53,090.00	21.27	16,314.09
15	27" Sanitary Sewer Pipe (Concrete) Clearing and CCTV	LF	189	100.00	18,900.00	23.00	4,347.00	29.00	5,481.00	10.72	2,026.08
16	Point Repair, 27" or 30" Pipe (0-10' depth) (20% length) PVC F579	EA	1	10,000.00	10,000.00	24,250.00	24,250.00	18,530.00	18,530.00	7,837.50	7,837.50
17	Welded Flange Couplings, Select Bedding, and Tie Ins, Complete. Point Repair, 27" or 30" Pipe (10-20' depth) (20% length) PVC F579	EA	1	25,000.00	25,000.00	30,310.00	30,310.00	20,130.00	20,130.00	15,675.00	15,675.00
18	Welded Flange Couplings, Select Bedding, and Tie Ins, Complete. Cured-In-Place Pipe Liner (Ex. 30" Pipe)	LF	3,652	132.00	482,064.00	181.00	661,012.00	228.00	835,352.00	184.55	725,104.80
19	Cured-In-Place Pipe Liner (Ex. 27" Pipe)	LF	189	213.00	40,257.00	193.00	36,477.00	220.00	41,580.00	184.10	35,650.80
20	Manhole Resurfacing (Invert to Casting)	SY	3,900	22.50	86,550.00	24.00	91,200.00	40.00	156,000.00	69.73	270,974.00
21	Existing Manhole Modifications, Including Removal of Above Ground Brick or Precast, Rebuild Brick or Install New Rise(s), Flat Slab or Cone with New Casting, Vent Pipe w/ Supports, As Required Complete	EA	3	5,000.00	15,000.00	25,300.00	75,900.00	20,100.00	60,300.00	7,537.50	22,613.70
22	Remove and Rebuild Existing Brick Manholes above ground	EA	8	1,000.00	8,000.00	10,350.00	82,800.00	6,450.00	51,600.00	7,837.11	63,437.11
23	New 6" Dia. Manhole, Complete with Interior Lining, Flat Top Slab, Casting and Vent Pipe with Supports, As Required, Complete	EA	1	6,000.00	6,000.00	31,080.00	31,080.00	38,000.00	38,000.00	20,386.36	20,386.36
24	Abandon Existing Manhole (All Sizes and Depths)	EA	1	2,500.00	2,500.00	3,450.00	3,450.00	3,900.00	3,900.00	4,441.25	4,441.25
25	Steel Pier Creek Crossing, Complete	EA	3	3,000.00	9,000.00	8,625.00	25,875.00	6,000.00	18,000.00	13,716.54	41,516.54
26	Miscellaneous Concrete Encasement	CY	100	300.00	30,000.00	345.00	34,500.00	200.00	20,000.00	185.94	18,594.00
27	Site Rehabilitation/Grassh	AC	2	2,000.00	4,000.00	6,325.00	12,650.00	4,950.00	9,900.00	13,211.79	26,423.58
28	Rip Rap (200 lb)	TN	250	85.00	21,250.00	88.00	22,000.00	88.00	22,000.00	438.54	109,635.00
29	Contingency Allowance	LS	1	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>1,791,235.00</b>	<b>\$</b>	<b>2,544,422.00</b>	<b>\$</b>	<b>2,990,000.00</b>	<b>\$</b>	<b>3,079,772.71</b>

Gulf Coast Underground, LLC  
8908 Middle Road  
Theodore, AL 36682  
CR#14687-MC

Suncoast Infrastructure, Inc.  
P. O. Box 397  
Pineville, MS 39073  
CR#120187-MC

Granite Builders, LLC  
1902 Tucker Industrial Rd  
Tucker, GA 30084  
CR#131717-MC

Unity Constructors, Inc.  
P.O. Box 13127  
Jackson, MS 39228  
CR#18721-MC

I hereby certify that this is a true and correct copy of all bids received on January 19, 2021 at 3:30 PM for the  
City of Jackson - Eubanks Creek Interceptor Rehabilitation, City Project No. 19B0610.701

CERTIFICATION:

Engineer's Estimate: \$2,592



*James S. Stewart, P.E.*  
Vice President

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*

July 17, 2017

Mr. Phillip Rogers  
U.S. Army Corps of Engineers  
Vicksburg District  
4155 Clay Street  
Vicksburg, MS 39183-3435

**RE: City of Jackson - Section 592 Project Partnership Agreement**

We have reviewed the Project Partnership Agreement (PPA) for the City of Jackson, Hinds County, Mississippi (Section 592) project, and agree with the terms and conditions stated in the agreement. I attest that the proposed project does not include elements that were originally constructed or previously rehabilitated using Federal Program Funds. We also understand the City of Jackson's responsibilities in the agreement, and the City of Jackson supports the project as outlined in the PPA. Our local match is \$495,935.50. The project costs are outlined as follows:

Proposed Total Project Costs	\$1,983,742.00
Federal Share (75%)	\$1,487,806.50
Non-Federal Share (25%)	\$495,935.50
Estimated LEERDS	\$0.00
Prior Design Credit	\$0.00

The source of the Non-Federal cash contribution will come from the City of Jackson Water and Sewer Revenue funds and 1% City Sales Tax funds. Should you have any question pertaining to this matter, please do not hesitate to contact me, by telephone @ (601) 960-1651, via fax (601) 960-2504, or via email address [calumumba@jacksonms.gov](mailto:calumumba@jacksonms.gov).

  
Chokwe Antar Lumumba  
Mayor, City of Jackson  
Hinds County, Mississippi

Attest:

  
Kristi Moore, City Clerk

**AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
CITY OF JACKSON  
FOR  
DESIGN AND CONSTRUCTION  
ASSISTANCE  
FOR THE  
CAPITAL WATER SYSTEM DISTRIBUTION AND SEWER COLLECTION PROJECT  
FOR JACKSON, HINDS COUNTY, MISSISSIPPI**

THIS AGREEMENT is entered into this 21<sup>st</sup> day of September, 2012, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Vicksburg District and the City of Jackson, Mississippi (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

**WITNESSETH, THAT:**

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance, which may be in the form of grants or reimbursements of the Federal share of project costs, for water-related environmental infrastructure and resource protection and development projects in Mississippi (hereinafter the "Section 592 Program") pursuant to Section 592 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 592");

WHEREAS, Section 592 provides that the Secretary of the Army may provide assistance for a water-related environmental infrastructure and resource protection and development project only if the project is publicly owned;

WHEREAS, Section 592 provides that \$200,000,000 in Federal funds are authorized to be appropriated for design and construction assistance for the Section 592 Program;

WHEREAS, the U.S. Army Engineer, Vicksburg District (hereinafter the "District Commander"), has determined that the Capital Water System Distribution and Sewer Collection Project for Jackson, Hinds County, Mississippi in Hinds County, Mississippi (hereinafter the "Project," as defined in Article LA. of this Agreement), is eligible for implementation under Section 592;

WHEREAS, Section 592 provides that the Secretary of the Army shall not provide assistance for any water-related environmental infrastructure and resource protection and development projects until each Non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103, provides that credits and reimbursements afforded for all applicable general

authorities and under specific project authority shall not exceed \$100,000,000 for all applicable programs and projects in each fiscal year;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") for the provision of design and construction assistance for the *Project*;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

#### ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean the design and construction of a rehabilitation project for the water and sewer system for the City of Jackson, Mississippi. The proposed work will include, but not be limited to, the design and construction of a project to rehabilitate or replace approximately 5,000 linear feet of sewer lines, approximately 30 manholes, approximately 1,500 linear feet of water lines and their respective valves for the City of Jackson, Mississippi. Also included in the proposed work will be National Environmental Policy Act (NEPA) and all other environmental compliance documentation, design review, construction inspection and project management as generally described in the Letter Report for Mississippi Environmental Infrastructure and Resource Protection and Development Program, Design and Construction Assistance for the Capital Water System Distribution and Sewer Collection Project for Jackson, Hinds County, Mississippi, dated June 2017 and approved by the District Commander on 23 June 2017.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement that the District Commander determines are directly related to design and construction of the *Project*. Subject to the provisions of this Agreement including audits conducted in accordance with Article IX.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs, the term shall include, but is not necessarily limited to: the Non-Federal Sponsor's design costs incurred after the effective date of this Agreement; the Government's costs of review in accordance with Article II.A.1. of this Agreement; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's costs of inspection in accordance with Article II.A.6. of this Agreement; the Government's costs of technical assistance in accordance with Article II.A.1. and Article II.A.6.

of this Agreement; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIII.A.1. and Article XIII.A.2. of this Agreement; the Non-Federal Sponsor's and the Government's costs of historic preservation activities in accordance with Article XVI.A. and Article XVI.B. of this Agreement; the Non-Federal Sponsor's construction costs; the Non-Federal Sponsor's supervision and administration costs; the Non-Federal Sponsor's costs of identification of legal and institutional structures in accordance with Article II.J. of this Agreement not incurred pursuant to any other agreement for the *Project*; the Non-Federal Sponsor's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement but not to exceed 25 percent of total project costs; and any other costs incurred by the Government pursuant to the provisions of this Agreement. The term does not include any costs of activities performed under any other agreement for the *Project*; any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of establishment and maintenance of legal and institutional structures in accordance with Article II.J. of this Agreement; any costs of *betterments*; any costs incurred in advertising and awarding any construction contracts prior to the effective date of this Agreement; any construction costs incurred prior to the effective date of this Agreement; any interest penalty paid in accordance with Article V.B.4. of this Agreement; any costs of dispute resolution under Article VI of this Agreement; the Government's costs for data recovery activities in accordance with Article XVI.D. and Article XVI.E. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article II.E. or Article XII or Article XIII.C. of this Agreement, whichever is earlier.

D. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

E. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

G. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.



H. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any Non-Federal contribution required as a matching share therefore.

I. The term "*sufficient invoice*" shall mean submission of all of the following three items: (1) a written certification by the Non-Federal Sponsor to the Government that it has made specified payments to contractors, suppliers, or employees for performance of work in accordance with this Agreement, or a written certification by the Non-Federal Sponsor to the Government that it has received bills from contractors, suppliers, or employees for performance of work in accordance with this Agreement; (2) copies of all relevant invoices and evidence of such payments or bills received; and (3) a written request for reimbursement for the amount of such specified payments or bills received that identifies those costs that have been paid or will be paid with *Federal program funds*.

J. The term "*Section 592 Program Limit*" shall mean the amount of Federal funds authorized to be appropriated for the Section 592 Program. As of the effective date of this Agreement, such amount is \$200,000,000.

K. The term "*Section 102 Limit*" shall mean the annual limit on credits and reimbursements imposed by Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103.

L. The term "*total construction costs of the Project*" shall mean *total project costs* minus: the value of lands, easements, rights-of-way, and *relocations* and the costs of permits included in *total project costs* as determined in accordance with Article IV of this Agreement; and the costs attributable to design of the *Project* included in *total project costs* as determined in accordance with Article II.C. of this Agreement.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. Using its funds, the Non-Federal Sponsor expeditiously shall design and construct the *Project* in accordance with Federal laws, regulations, and policies.

1. The Non-Federal Sponsor shall require all contractors to whom it awards design contracts to provide 30 percent and 100 percent design information to enable in-progress review of the design. The Government may participate in the review of the design at each stage of completion and may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. The Government shall perform a final review to verify that the design is complete and is necessary for the *Project*. Upon completion of design, the Non-Federal Sponsor shall furnish the District Commander with copies of the completed design.

2. Using information developed by the Non-Federal Sponsor, the Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant

Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (hereinafter "NEPA"). The Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using the Non-Federal Sponsor's own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Non-Federal Sponsor shall obtain all permits and licenses necessary for the design and construction of the *Project* and, in the exercise of its rights and obligations under this Agreement, shall comply with all applicable Federal, state, and local laws, regulations, ordinances, and policies including the laws and regulations specified in Article X of this Agreement. As necessary to ensure compliance with such laws, regulations, ordinances, and policies, the Non-Federal Sponsor shall include appropriate provisions in its contracts for the design and construction of the *Project*.

4. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *Project*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government, but the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Non-Federal Sponsor.

5. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract for the *Project*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

6. The Government may perform periodic inspections to verify the progress of construction and that the work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. Further, the Government shall perform a final inspection to verify the completion of construction of the entire *Project* or completed portion thereof as the case may be. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing such inspections.

B. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide

all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, and shall perform or ensure performance of all *relocations* that the Non-Federal Sponsor and the Government jointly determine to be required or to be necessary for construction, operation, and maintenance of the *Project*. In addition, the Non-Federal Sponsor shall obtain all permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands.

C. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor that the District Commander determines are directly related to design and construction of the *Project*, subject to the conditions and limitations of this paragraph.

1. Pursuant to paragraph A.6. of this Article, all work performed by the Non-Federal Sponsor for the *Project* is subject to on-site inspection and determination by the Government that the work was accomplished in a satisfactory manner and is suitable for inclusion in the *Project*.

2. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article IX.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

3. No costs shall be included in *total project costs* for any construction of the *Project* that was performed prior to compliance with all applicable environmental laws and regulations, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

4. In the performance of all work for the *Project*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering Non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti- Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of costs for construction in *total project costs* may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the work is completed and the time the costs are included in *total project costs*.

6. The Government shall not include in *total project costs* any costs paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

D. The Government shall reimburse the Non-Federal Sponsor, in accordance with Article

V.B. of this Agreement, the amount necessary so that the Federal contribution towards *total project costs* equals 75 percent; however, any reimbursement by the Government is subject to the availability of funds and is limited by the *Section 592 Program Limit*.

E. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, \$144,810,000.00 of Federal funds have been provided by the Congress of the United States (hereinafter the "Congress") for the Section 592 Program of which \$1,487,806.50 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 592 Program or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVI.D. and Article XVI.E. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, the Government's future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XII.B. of this Agreement. However, if the Government cannot make available sufficient Federal funds to meet the Federal share of *total project costs* in the then-current *fiscal year* solely due to the *Section 102 Limit*, only the Government's future performance related to reimbursement pursuant to paragraph D. of this Article shall be suspended.

3. If the Government determines that the total amount of Federal funds provided by Congress for the Section 592 Program has reached the *Section 592 Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 592 Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVI.D. and Article XVI.E. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 592 Program Limit*, the parties shall terminate this Agreement and proceed in accordance with Article XII of this Agreement.

F. During the *period of design and construction*, the Non-Federal Sponsor shall prepare and furnish to the Government for review a proposed Operation, Maintenance, Repair, Rehabilitation and Replacement Manual (hereinafter the "OMRR&R Manual"). The failure of the Non-Federal

Sponsor to prepare an OMRR&R Manual acceptable to the Government shall not relieve the Non-Federal Sponsor of its responsibilities for operation, maintenance, repair, rehabilitation, and replacement of the entire completed *Project*, or any completed portion thereof as the case may be, in accordance with the provisions of this Agreement.

G. Upon completion of construction and final inspection by the Government in accordance with paragraph A.6. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, in accordance with Article VII of this Agreement. Further, after completion of all contracts for the *Project*, copies of all of the Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Government.

H. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article V.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

I. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan. Such plan shall include necessary design, completion of all necessary NEPA compliance, preparation of appropriate engineering plans and specifications, preparation of an OMRR&R Manual, and any other matters related to design and construction of the *Project* in accordance with this Agreement.

J. The Non-Federal Sponsor shall identify, establish, and maintain such legal and institutional structures as are necessary to ensure the effective long-term operation of the *Project*. The Non-Federal Sponsor shall provide to the Government a description of such legal and institutional structures and such descriptions shall be included in the OMRR&R Manual prepared by the Non-Federal Sponsor. The Non-Federal Sponsor's costs of identification of such legal and institutional structures shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. The Government shall have no obligation under this Agreement for any costs of establishment and maintenance of such legal and institutional structures.

K. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

L. The Non-Federal Sponsor may request the Government to acquire lands, easements, or rights-of-way or to perform *relocations* for the *Project* on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The

Non-Federal Sponsor shall be solely responsible for all costs of the services performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article V.D. of this Agreement. Notwithstanding the acquisition of lands, easements, or rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIII.C. of this Agreement.

M. In the event that the Non-Federal Sponsor elects to include *betterments* in the design or construction of the *Project* during the *period of design and construction*, the Non-Federal Sponsor shall notify the Government in writing and describe the *betterments* it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to *betterments*; including costs associated with obtaining permits therefore, and shall pay all such costs without reimbursement by the Government.

N. In addition to the ongoing, regular discussions of the parties in the delivery of the *Project*, the Government and Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in the design and construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in the design and construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government."

### ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Non-Federal Sponsor and the Government jointly shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the lands, easements, and rights-of-way jointly determined to be required. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Non-Federal Sponsor and the Government jointly determine the Non-Federal Sponsor must provide for that work and shall certify in writing to the Government that said interests have been acquired. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Non-Federal Sponsor and the Government jointly shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary

to enable the borrowing of material or the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the *relocations* jointly determined to be necessary. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Non-Federal Sponsor and the Government jointly determine to be necessary for that work and certify in writing to the Government that said work has been performed. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* necessary for construction, operation, and maintenance of the *Project*.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### ARTICLE IV - VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS AND COSTS OF PERMITS

A. The Government shall include in *total project costs* the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor and the Government jointly determine must be provided by the Non-Federal Sponsor pursuant to Article III.A. of this Agreement and the value of the *relocations* that the Non-Federal Sponsor and the Government jointly determine must be performed by the Non-Federal Sponsor or for which it must ensure performance pursuant to Article III.B. of this Agreement. The Government also shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement that are necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands. However, the Government shall not include in *total project costs* the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. Further, the Government shall not include in *total project costs* the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* or the costs of obtaining permits paid using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that reimbursement for the value and costs of such items is expressly authorized by Federal law. Finally, no value or costs of such items shall be included in *total project costs* pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value or costs in excess of 25 percent of *total project costs*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution

provided pursuant to Article III.A. or Article III.B. of this Agreement and to determine the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions and the reasonable costs for obtaining such permits and include in *total project costs* the amount of such value and costs that does not exceed 25 percent of *total project costs*.

C. For the sole purpose of determining the value to be included in *total project costs* in accordance with this Agreement and except as otherwise provided in paragraph E. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor awards the first construction contract for the *Project*, or, if the Non-Federal Sponsor performs the construction using its own forces, the date that the Non-Federal Sponsor begins construction of the *Project*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide a copy of each appraisal to the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the



real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Non-Federal Sponsor and the Government jointly determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and

allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement shall also include the documented costs of obtaining appraisals prepared for review by the Government pursuant to paragraph C.2.a. of this Article subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Mississippi would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

4. The value to be included in *total project costs* for *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering Non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40

U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of the value of *relocations* in *total project costs* may be denied, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.L. of this Agreement, acquires lands, easements, or rights-of-way or performs *relocations*, the value to be included in *total project costs* in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article V.D. of this Agreement. In addition, the value to be included in *total project costs* in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.L. of this Agreement subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

F. The Government shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor pursuant to Article II.B. of this Agreement that are associated with obtaining permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

#### ARTICLE V - METHOD OF PAYMENT

A. The Non-Federal Sponsor shall provide the Government with such documents as are sufficient to enable the Government to maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be \$1,983,742.00; the Government's share of *total project costs* is projected to be \$1,487,806.50; the Non-Federal Sponsor's share of *total project costs* is projected to be \$495,935.50; *total project costs* to be incurred by the Government are projected to be \$150,000.00; *total project costs* to be incurred by the Non-Federal Sponsor are projected to be \$1,833,742.00; total reimbursements in accordance with paragraph B.2. of this Article are projected to be \$1,337,806.50; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement is projected to be \$0.00; the Government's share of financial obligations for data recovery activities pursuant to Article XVI.E. of this Agreement is projected to be \$0.00; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article XVI.E. of this Agreement is projected to be \$0.00; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement are projected to be \$0.00. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to

be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By December 15, 2017 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Government's share of *total project costs*; the Non-Federal Sponsor's share of *total project costs*; *total project costs* incurred by the Government; *total project costs* incurred by the Non-Federal Sponsor; total reimbursements paid to the Non-Federal Sponsor; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement; the Government's share of financial obligations for data recovery activities pursuant to Article XVI.E. of this Agreement; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article XVI.E. of this Agreement; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement.

B. The Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor, in accordance with the provisions of this paragraph, the amount required pursuant to Article II.D. of this Agreement.

1. Periodically, but not more frequently than once every 30 calendar days, the Non-Federal Sponsor shall provide the Government with a *sufficient invoice* for costs the Non-Federal Sponsor has incurred for the *Project*.

2. Upon receipt of such *sufficient invoice*, the Government shall review the costs identified therein and shall determine: (a) the amount to be included in *total project costs*, subject to the limitations in Article II.C. of this Agreement; (b) the total costs incurred by the parties to date (including the value of lands, easements, rights-of-way, and *relocations*, and the costs of permits determined in accordance with Article IV of this Agreement); (c) each party's share of *total project costs* and the costs of data recovery activities in accordance with Article XVI.E. of this Agreement incurred by the parties to date; (d) the costs incurred by each party to date; (e) the total amount of reimbursements the Government has made to date in accordance with this paragraph; (f) the balance of Federal funds available for the *Project*, as of the date of such review; (g) the amount of reimbursement, if any, due to the Non-Federal Sponsor; and (h) the amount that actually will be paid to the Non-Federal Sponsor (hereinafter the "payment amount") if the amount of reimbursement determined above cannot be fully paid due to an insufficiency of Federal funds or the limitations of the *Section 592 Program Limit* or the *Section 102 Limit*.

3. Within 30 calendar days after receipt of the *sufficient invoice* provided in accordance with paragraph B.1. of this Article (hereinafter the "payment period"), the Government shall: furnish the Non-Federal Sponsor written notice of the determinations made in accordance with

paragraph B.2. of this Article; provide an explanation, if necessary, of why the payment amount is less than the amount of reimbursement determined due to the Non-Federal Sponsor; and make a payment to the Non-Federal Sponsor equal to the payment amount.

4. If the payment amount is not paid by the end of the payment period, the designated payment office shall credit to the Non-Federal Sponsor's account an interest penalty on the payment amount, without request from the Non-Federal Sponsor. Unless prescribed by other Federal authority, the interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 7109) that is in effect on the first day after the end of the payment period.

a. The interest penalty shall accrue daily from the first day after the end of the payment period through the date on which the payment is made. Accruals shall be compounded at 30 calendar day intervals through the date on which the payment is made.

b. The interest penalty shall not accrue, nor be compounded, during suspension of all of the Government's future performance or during suspension of only the Government's future performance to provide reimbursement. Further no interest penalty shall accrue, nor be compounded, upon termination of this Agreement under Article XII of this Agreement.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Government's total required shares of *total project costs* and the costs of any data recovery activities exceed the Government's total contributions provided thereto, the Government, no later than 90 calendar days after completion of the interim or final accounting, as applicable, shall make a payment to the Non-Federal Sponsor, subject to the availability of funds and as limited by the *Section 592 Program Limit* and the *Section 102 Limit*, in an amount equal to the difference.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Government for *total project costs* and the costs of any data recovery activities exceed the Government's total required shares thereof, the Non-Federal Sponsor shall refund the excess amount to the Government within 90 calendar days of the date of completion of such

accounting by delivering a check payable to "FAO, USAED, Vicksburg (B4)" to the District Commander or by providing an Electronic Funds Transfer in accordance with procedures established by the Government. In the event the Government is due a refund and funds are not available to refund the excess to the Government, the Non-Federal Sponsor shall seek such appropriations as are necessary to make the refund.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.L. of this Agreement for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of such work. No later than 30 calendar days prior to the Government incurring any financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such work by delivering a check payable to "FAO, USAED, Vicksburg (B4)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or by providing an Electronic Funds Transfer of the required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in paragraph D.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such work from being conducted in a timely manner, the Government shall conduct an interim accounting of such work and furnish the Non-Federal

Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceed the total contribution of funds provided by the Non-Federal Sponsor for such work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Vicksburg (B4)" to the District Commander or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceeds the total obligations for such work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

#### ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE VII- OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon completion of construction and final inspection by the Government in accordance with Article II.A.6. of this Agreement, the Non-Federal Sponsor, pursuant to Article II.G. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement

responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection, if the Government determines an inspection to be necessary. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor.

#### ARTICLE VIII – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE IX - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the *Project*. Government audits shall be conducted in accordance with applicable Government costs principles and regulations. The Government's costs of audits shall not be included in total project costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, or documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under the Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

#### ARTICLE X - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor



standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

#### ARTICLE XI - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

#### ARTICLE XII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend the Government's future performance under this Agreement.

B. In the event all of the Government's future performance under this Agreement or only the Government's future performance to provide reimbursement is suspended pursuant to Article II.E.2. of this Agreement such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVI.D. and Article XVI.E. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIII.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIII.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIII.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIII.C. of this Agreement; or 3) the Government terminates this Agreement in accordance with the provisions of Article XIII.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article II.E. or Article XIII.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement. The Government may reserve a percentage of total Federal funds made available for the *Project* as a contingency to pay costs of termination. Notwithstanding such termination, the Non-Federal Sponsor may continue with design and construction of the *Project*, at no cost to the Government.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.E. or Article XIII.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

### ARTICLE XIII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and coordination with the Government, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances in, on, or under any lands, easements, or rights-of-way that the Non-Federal Sponsor and the Government jointly determines to be required for construction, operation, and maintenance of the *Project*, pursuant to Article III of this Agreement, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement or suspend its future performance under this Agreement, including reimbursement pursuant to Article II.D. of this Agreement.

D. The Non-Federal Sponsor and the Government shall consult with each other in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

#### ARTICLE XIV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Mayor, City of Jackson  
Attn: Department of Public Works  
200 S. President St., Suite 523  
P.O. Box 17  
Jackson, MS 39205

If to the Government:

District Commander  
U.S. Army Corps of Engineers, Vicksburg  
4155 Clay Street  
Vicksburg, MS 39183-3435

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

#### ARTICLE XV - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XVI - HISTORIC PRESERVATION

A. The Government shall ensure compliance with 54 U.S.C. 306108; hereinafter "Section 306108") prior to initiation of construction by the Non-Federal Sponsor. At the Government's request, the Non-Federal Sponsor shall prepare information, analyses, and recommendations as required by Section 306108 and implementing regulations. Any costs incurred by the Non-Federal Sponsor relating to compliance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Any costs incurred by the Government relating to compliance with this paragraph shall be

included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. The Non-Federal Sponsor shall perform any identification, survey, evaluation, or mitigation (except for data recovery activities) of historic properties the Government determines necessary for the *Project*, in accordance with this paragraph.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and shall be responsible for resolving any deficiencies.

2. In the event the Government determines that mitigation (except for data recovery activities) should be undertaken due to possible adverse effects to significant archeological or historical properties, the Non-Federal Sponsor shall formulate a plan in consultation with the Government and any other parties involved in the development of a Memorandum of Agreement executed in accordance with Section 306108.

3. The Non-Federal Sponsor shall be responsible for implementing mitigation (except for data recovery activities) prior to the initiation of any construction activities affecting historic properties.

4. Any costs of identification, survey, evaluation, and mitigation (except for data recovery activities) of historic properties incurred by the Non-Federal Sponsor pursuant to paragraph B. of this Article shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

C. The Non-Federal Sponsor shall include provisions in all of its construction contracts for the protection of cultural resources discovered during construction. These provisions shall include, at a minimum, the requirement to cease all work in the immediate area of a discovered cultural resource until the situation is properly evaluated, and the requirement to immediately provide verbal and written notice to the Non-Federal Sponsor and Government in the event of such discovery. Upon receipt of notice that cultural resources have been discovered, the Government, pursuant to its responsibilities under the National Historic Preservation Act, must authorize further action or study before construction may continue. If the Government concludes that such discovery warrants consultation under the National Historic Preservation Act, the Non-Federal Sponsor shall participate as a consulting party. In such a case, construction shall not continue until the Government sends written notification to the Non-Federal Sponsor. Where the Non-Federal Sponsor elects to perform the construction using its own forces, the same procedures shall be followed.

D. The Government, as it determines necessary for the *Project*, shall perform any data recovery activities associated with historic preservation. The costs of data recovery activities associated with historic preservation for this *Project* and all other projects implemented pursuant

to the Section 592 Program shall be borne entirely by the Government up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the Section 592 Program. None of the costs of data recovery activities shall be included in *total project costs*.

E. The Government shall not incur costs for data recovery activities that exceed the statutory one percent limit specified in paragraph D. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit, and the Secretary of the Interior has concurred in the waiver. Any costs of data recovery activities that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements of the Section 592 Program, as follows: 25 percent will be borne by the Non-Federal Sponsor and 75 percent will be borne by the Government.


#### ARTICLE XVII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES


Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF JACKSON

BY:   
Michael C. Derosier  
Colonel, Corps of Engineers  
District Commander

BY:   
Chokwe Antar Lumumba  
Mayor  
City of Jackson

DATE: 21 SEP 2017

DATE: 9/21/17

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH CONSTRUCTION SPECIALISTS, LLC, FOR CONSTRUCTION  
OF ADA RESTROOM RENOVATIONS AT THE ARTS CENTER OF  
MISSISSIPPI, CITY PROJECT NO. 17B7003.701. (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
2-8-2021  
SW

**WHEREAS**, the City of Jackson twice solicited bids for the construction of ADA Renovations at the Arts Center of Mississippi; and

**WHEREAS**, five bids were received with one bid being EBO compliant; and

**WHEREAS**, construction will be funded by a CDBG grant; and


**WHEREAS**, the ADA renovation cost for the building construction is \$340,000.00, inclusive of Alternate No. 1.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to accept the bid and execute a contract with Construction Specialists, LLC for the construction services for ADA Renovations at the Arts Center of Mississippi, City Project No. 17B7003.701, in the amount of \$340,000.00 inclusive of Alternate No. 1,

Agenda Item #32  
Agenda Date: February 16, 2021  
(WILLIAMS, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

1/13/21  
DATE

POINTS		COMMENTS			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CONSTRUCTION SPECIALISTS, LLC, FOR CONSTRUCTION OF ADA RESTROOM RENOVATIONS AT THE ARTS CENTER OF MISSISSIPPI, CITY PROJECT NO. 17B7003.701. (WARD 7)</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Youth and Education 4. Neighborhood Enhancement 5. Economic Development 7. Quality of Life			
3.	<b>Who will be affected</b>	Citizens and community served.			
4.	<b>Benefits</b>	ADA upgrade to outdated and unfit areas of existing facility			
5.	<b>Schedule (beginning date)</b>	Upon approval by the City			
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	7  No  Arts Center of Mississippi			
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Human and Cultural Services And managed by Public Works, Engineering Division			
8.	<b>COST</b>	A base bid of \$276,000.00 and Alternate \$64,000.00 for a total requested not to exceed authorization of \$340,000.00			
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	CDBG Grant 085-968107B7003401 \$340,000.00 			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ WAIVER yes _____ WAIVER yes _____ WAIVER yes _____ WAIVER yes _____	no _____ no _____ no _____ no _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____

Revised 2-04





**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Chokwe Antar Lumumba

**From:** Charles Williams, Jr., Director Public Works

**Date:** January 13, 2021

**Agenda Item:** Contract for ADA Renovations, Arts Center of Mississippi  
**City Project #:** 17B7003.701  
**Council Meeting:** Regular Council Meeting, TBD  
**Contractor:** Construction Specialist, LLC  
**EBO Compliance Details:**

**Design/Construction Administration**

- ABE: 4.89%
- AABE: 24.82%
- HBE: 0%
- NABE: 0%
- FBE: 0%

**Purpose:** Construction Services ADA Renovations  
**Cost:** \$340,000.00  
**Project/Contract Type:** Construction  
**Funding Source:** CDGB Grant Acct# 085-968107B7003401  
**Schedule/Time:** 120 Calendar days from Notice to Proceed  
**DPW Manager:** Charles Williams Jr., PE, PhD/Lloyd Keller, Jr. AIA

**Background:**

Attached, you will find an item for the City Council Agenda for contacting of the construction with Construction Specialists, LLC for the ADA Renovations at the Arts Center of Mississippi.

This renovation is to correct some of the ADA deficiencies present at the Arts Center.

Construction Documents were prepared by the Baker LPA Group.



**City of Jackson  
Department of Public Works**

The City of Jackson twice solicited bids for construction of ADA Renovations at the Arts Center of Mississippi. Construction Specialists, LLC has been determined to be the EBO compliant bidder for bids received November 10, 2020.

Funding for this project is provided by a CDBG Grant.

It is the recommendation of this office to accept the EBO compliant bid of Construction Specialists, LLC .

Total not to exceed \$340,000.00.

**Talking Points:**

- CDBG Funds that have been allocated for several years.
- Restrooms are not ADA compliant and conditionally in need of renovation.
- First floor restrooms will be expanded and renovated into full ADA accessibility compliance.
- Signage for other restrooms in the building will be included to direct the public to newly renovated accessible ADA compliant restrooms.
- Design will specify for build out to match the aesthetics of the future renovations of the interior (effort led by the Greater Jackson Arts Council).
- An alternate for this project includes an ADA automated entry at the east entrance, closest to present accessible dedicated parking.
- A re-bid was accomplished to obtain an EBO compliant bidding contractor. Bids were received November 10, 2020.

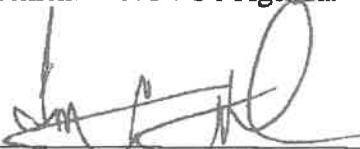

**Office of the City Attorney**

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39208-2779  
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 WITH CONSTRUCTION SPECIALISTS, LLC FOR CONSTRUCTION OF ADA RESTROOM RENOVATIONS AT THE ARTS CENTER OF MISSISSIPPI, CITY PROJCT NO. 17B7003.701 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
**DATE**



**ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE  
CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE  
LINDE DRIVE SEWER EMERGENCY, CITY PROJECT NO.  
18B0510.701 (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
2-2-2021  
2021

**WHEREAS**, on October 15, 2019 the City of Jackson accepted Utility Constructors, Inc.'s bid of \$1,755,236.00 for the Linde Drive Water Sewer Emergency, City Project No. 18B0510.701; and

**WHEREAS**, the contract work involved repairing and rehabilitating a collapsed sewer main along Linde Drive within the City of Jackson corporate limits; and

**WHEREAS**, Change Order No. 1/Final represents a decrease to the current contract amount due to the adjustment of quantities and the removal or addition of items; 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 current contract amount is \$1,755,256.00 and the decreased contract amount will be \$1,742,370.87; and

**WHEREAS**, the Department of Public Works recommends final payment in the amount of \$286,803.80 to Utility Constructors, Inc.; and

**WHEREAS**, the bonding company SureTec 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 Change Order No. 1/Final to the contract of Utility Constructors, Inc., decreasing the contract amount by \$12,885.13 to a final contract amount of \$1,742,370.87 is authorized.

**IT IS FURTHER ORDERED** that the City make final payment in the amount of \$286,803.80 and release all securities held to Utility Constructors, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Linde Drive Sewer Emergency, City Project No. 18B0510.701.

Agenda Item #33  
Agenda Date: February 16, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 4, 2021**

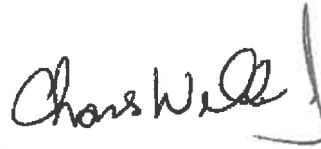
<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE LINDE DRIVE SEWER EMERGENCY, CITY PROJECT NO. 18B0510.701 (WARD 7)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6 and 7																																													
3.	<b>Who will be affected</b>	Residents and businesses in Ward 7 along Terry Road																																													
4.	<b>Benefits</b>	Sewer Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Project Completed																																													
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	This project is in Ward 7.																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Final Contract Cost: \$1,742,370.87 Final Payment: \$286,803.80																																													
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Fund 173 Account No. 173 522908B05107016485 <div align="right">6824</div>																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td><td>no</td><td>_____</td><td>N/A</td><td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



Post Office Box 17  
Jackson, Mississippi 39205-0017

**Chokwe Antar Lumumba**  
*Mayor of the City of Jackson*

**TO:** Mayor Chokwe Antar Lumumba  
**FROM:** Charles Williams Jr., PE, PhD  
Director of Public Works/City Engineer  
**DATE:** February 4, 2021  
**RE:** Agenda Item for City Council Meeting

A handwritten signature in dark ink, appearing to read "Charles Williams Jr.", is written over the "FROM:" line of the letterhead.

Attached you will find an item for the City Council Agenda approving the final payment of Utility Constructors, Inc., in the amount of \$286,803.80 for the Linde Drive Sewer Emergency. City staff has reviewed the final payment and conducted a final project inspection and has determined that it is acceptable.

The existing sewer main collapsed on Linde Drive and was in critical need of replacement. The City advertised for bids, and Utility Constructor, Inc submitted the lowest and best bid. The council awarded the contract on October 15, 2019. The contractor has completed the work on schedule, and under budget.

It is the recommendation of this office that the final payment be approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

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 CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE LINDE DRIVE SEWER EMERGENCY, CITY PROJECT NO. 18B510.7011 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

2/9/21  
DATE



Thereafter, President Lindsay called for a vote on said item as amended:

**ORDER AUTHORIZING TASK ORDER NUMBER 4A WITH BURNS & MCDONNELL FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE.**

**WHEREAS**, the City of Jackson authorized an Agreement for Program Management Services for the Wastewater Consent Decree on January 24, 2017; and

**WHEREAS**, the initial term of the Agreement was for four-years, with options for two additional two-year terms; and

**WHEREAS**, the Agreement is also contingent upon the appropriation of funding for the Agreement; and

**WHEREAS**, Burns & McDonnell have proposed Task Order Number 4A, in the amount of \$1,400,000.00, for a period ending April 30, 2020, to provide program management services necessary for work required under the City's Wastewater Consent Decree; and

**WHEREAS**, the Department of Public Works recommends that the City authorize Task Order Number 4A with Burns & McDonnell to continue providing program management services for the City's Wastewater Consent Decree.

**IT IS, THEREFORE, ORDERED** that Task Order Number 4 with Burns & McDonnell to provide Program Management Services for the Wastewater Consent Decree, in an amount not to exceed \$1,400,000.00 for services through April 30, 2020, is authorized.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Task Order Number 4A.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

\*\*\*\*\*

President Lindsay recognized Robert Miller, Director of Public Works, who requested that an item regarding sewer repair on Linde Drive be added to the agenda on an emergency basis.

-----

Council Member Priester moved, seconded by Council Member Foote to add an item to the agenda on an emergency basis. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

\*\*\*\*\*

President Lindsay requested that the Clerk read the Order:

**ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC, FOR THE LINDE DRIVE SEWER EMERGENCY, CITY PROJECT NUMBER 18B0510.701.**

**WHEREAS**, on July 23, 2019, the City of Jackson received two sealed bids for the Linde Drive Sewer Emergency, City Project No.18B0510.701; and

**WHEREAS**, the bid received from Utility Constructors, Inc., in the amount of \$1,755,236.00, 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 Utility Constructors, Inc., as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Utility Constructors, Inc., in the amount of \$1,755,256.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Priester moved adoption; Council Member Tillman seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTINGENCY CONTRACT WITH DAVIS & WILLIAMS, PLLC, AND RAWLINGS & MACINNIS, P.A. TO REPRESENT THE CITY OF JACKSON, MISSISSIPPI, IN POSSIBLE PER- AND POLYFLUOROALKYL SUBSTANCES AND AQUEOUS FILM FORMING FOAM LITIGATION CLAIMS.**

**WHEREAS**, the City of Jackson, Mississippi has identified law firms to investigate and pursue claims regarding potential chemicals in the environment; and

**WHEREAS**, the Administration recommends retaining the law firms of Davis & Williams, PLLC and Rawlings & MacInnis, P.A., as being in the best interest of the City of Jackson to represent the City in the investigation and potential litigation; and

**WHEREAS**, the City of Jackson seeks a solution to address the issue and believes litigation may be one tool in addressing the presence of PFAS, PFOS, C-8 chemicals, 1,4-Dioxane, Aqueous Film Forming Foam, and other identifiable related contaminants (collectively, "Chemicals") in the environment; and

**WHEREAS**, the Firms have proposed that fees paid for services be contingent upon recovery whether by judgment, settlement, or otherwise; and

**WHEREAS**, the Parties agree that the combined Firms herein shall provide said representation and services for a certain percentage fee of the gross recovery plus reimbursement for reasonable expenses associated with the prosecution of the case; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute any and all necessary documents to enter into a Retainer Agreement with Davis & Williams, PLLC and Rawlings & MacInnis, P.A., to represent the City in litigation involving the chemicals for a certain percentage fee from any gross recovery, plus reimbursement for reasonable expenses associated with the prosecution of the case.

Council Member Tillman moved adoption; Council Member Priester seconded.

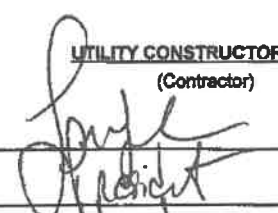
-----  
President Lindsay recognized Gregory Davis of Davis & Williams, PLLC, who provided information regarding the fee schedule of said order at the request of Council Member Priester.

-----  
President Lindsay recognized Council Member Priester who moved, seconded by Council Member Banks to amend said order in the last paragraph to remove a certain percentage and include 33 1/3 %. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

<b>APPLICATION FOR PARTIAL PAYMENT</b>			
<b>NAME OF PROJECT</b> Linde Drive Sewer Emergency City Project No. 18B0510.701		<b>PAY APPLICATION NUMBER</b> <b>6 (Six)-Final</b>	
<b>LOCATION OF PROJECT</b> Jackson, MS		<b>PAY APP. PERIOD</b> 12/3/2020 to 1/25/2021	
<b>NAME AND ADDRESS OF OWNER</b> City of Jackson 200 S President Street Jackson, MS 39201		<b>NAME AND ADDRESS OF CONTRACTOR</b> UTILITY CONSTRUCTORS, INC. P.O. BOX 13627 JACKSON, MS 39236	
<b>SCHEDULE OF CONTRACT CHANGE ORDERS</b> List every change order issued to date of this request even if no work has been done under on or more such orders.			
<b>CONTRACT CHANGE ORDER</b>		<b>ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER</b>	<b>DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER</b>
<b>NO (1)</b>	<b>DATE (2)</b>	<b>DESCRIPTION (3)</b>	<b>(4)</b>
<b>(5)</b>			
<b>TOTALS</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE</b>			
(a)	ORIGINAL CONTRACT AMOUNT.....	\$	1,755,256.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	\$	0.00
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 6 ABOVE.....	\$	0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE.....	\$	1,755,256.00
<b>ANALYSIS OF WORK PERFORMED TO DATE</b>			
(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$	1,742,370.87
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$	0.00
(c)	TOTAL COST OF WORK PERFORMED TO DATE.....	\$	1,742,370.87
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$	0.00
(e)	SUBTOTAL OF (c) and (d).....	\$	1,742,370.87
(f)	LESS: RETAINAGE (5%).....	\$	0.00
(g)	SUBTOTAL OF (e) and (f).....	\$	1,742,370.87
(h)	LESS: AMOUNT OF PREVIOUS PAYMENTS.....	\$	1,455,567.07
(i)	AMOUNT DUE THIS APPLICATION.....	\$	286,803.80
<b>CERTIFICATE OF CONTRACTOR</b>		<b>RECOMMENDATION OF ENGINEER</b>	
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.		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.	
By:  Title: Date: 1/29/2021		(Contractor)  By: _____ Title: _____ Date: _____	
UTILITY CONSTRUCTORS, INC.		(Engineer)	

CONTRACTOR: UTILITY CONSTRUCTORS, INC.  
PROJECT: Lytle Drive Sewer Emergency

APPLICATION NO: 6 (Sis)-Final  
PERIOD: 12/2/2020 TO 1/26/2021

COST BREAKDOWN

ITEM NO	DESCRIPTION OF WORK	CONTRACT				PREVIOUS APPLICATION		COMPLETED THIS MONTH		COMPLETED TO DATE		BALANCE TO FINISH	
		QTY	UNIT	UNIT COST	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST
1	Mobilization	100%	LS	\$ 25,000.00	\$ 25,000.00								
2	Sitework CLEARING AND GRUBBING	100%	LS	\$ 25,000.00	\$ 25,000.00	1.00	25,000.00	0.00	0.00	1.00	25,000.00	0.00	0.00
3	Erosion Control	100%	LS	\$ 25,000.00	\$ 25,000.00	1.00	25,000.00	0.00	0.00	1.00	25,000.00	0.00	0.00
	SUBTOTAL												
4	Manholes												
5	Removal of Existing Manholes	7	Each	\$ 2,500.00	\$ 17,500.00								
6	48" Manholes (8-8 Feet Deep)	1	Each	\$ 2,200.00	\$ 2,200.00	2.00	4,400.00	0.00	0.00	2.00	4,400.00	0.00	0.00
7	48" Manholes (8-10 Feet Deep)	5	Each	\$ 3,000.00	\$ 15,000.00	5.00	15,000.00	0.00	0.00	5.00	15,000.00	0.00	0.00
8	48" Manholes (12-14 Feet Deep)	5	Each	\$ 3,650.00	\$ 18,250.00	4.00	14,600.00	0.00	0.00	4.00	14,600.00	1.00	3,650.00
	SUBTOTAL												
8	Connection to Existing Manhole												
9	5" Connection to Existing Manhole	1	Each	\$ 3,050.00	\$ 3,050.00	1.00	3,050.00	0.00	0.00	1.00	3,050.00	0.00	0.00
10	18" Connection to Existing Manhole	1	Each	\$ 4,051.00	\$ 4,051.00	1.00	4,051.00	0.00	0.00	1.00	4,051.00	0.00	0.00
11	24" Connection to Existing Manhole	1	Each	\$ 4,250.00	\$ 4,250.00	2.00	8,500.00	0.00	0.00	2.00	8,500.00	-1.00	(4,250.00)
	SUBTOTAL												
11	Gravity Sanitary Sewer Main												
12	Removal of Existing Sewer Line - 10"	75	LF	\$ 10.00	\$ 750.00	75.00	750.00	0.00	0.00	75.00	750.00	0.00	0.00
13	Removal of Existing Sewer Line - 21"	1120	LF	\$ 10.00	\$ 11,200.00	1120.00	11,200.00	0.00	0.00	1,120.00	11,200.00	0.00	0.00
14	8" SDR-26 PVC Gravity Sewer Pipe (All Depths)	50	LF	\$ 30.00	\$ 1,500.00	50.00	1,500.00	0.00	0.00	50.00	1,500.00	0.00	0.00
15	10" SDR-26 PVC Gravity Sewer Pipe (All Depths)	45	LF	\$ 32.00	\$ 1,440.00	75.00	2,400.00	0.00	0.00	75.00	2,400.00	-30.00	(960.00)
16	18" SDR-26/P8-115 PVC Gravity Sewer Pipe (12-14 Feet Deep)	30	LF	\$ 80.00	\$ 2,400.00	30.00	2,400.00	0.00	0.00	30.00	2,400.00	0.00	0.00
17	21" SDR-26/P8-115 PVC Gravity Sewer Pipe (14-16 Feet Deep)	245	LF	\$ 80.00	\$ 19,600.00	245.00	19,600.00	0.00	0.00	245.00	19,600.00	0.00	0.00
18	21" SDR-26/P8-115 PVC Gravity Sewer Pipe (0-8 Feet Deep)	515	LF	\$ 110.00	\$ 56,650.00	555.00	61,050.00	0.00	0.00	555.00	61,050.00	-40.00	(4,400.00)
19	21" SDR-26/P8-115 PVC Gravity Sewer Pipe (8-10 Feet Deep)	300	LF	\$ 110.00	\$ 33,000.00	300.00	33,000.00	0.00	0.00	300.00	33,000.00	0.00	0.00
20	21" SDR-26/P8-115 PVC Gravity Sewer Pipe (8-10 Feet Deep)	80	LF	\$ 120.00	\$ 9,600.00	80.00	9,600.00	0.00	0.00	80.00	9,600.00	0.00	0.00
21	24" Steel Gravity Sewer Pipe - Sta. 10+00 to Sta. 11+53.03	100%	LS	\$ 85,000.00	\$ 85,000.00	1.00	85,000.00	0.00	0.00	1.00	85,000.00	0.00	0.00
22	24" Steel Gravity Sewer Pipe - Sta. 13+57.55 to Sta. 14+55.52	100%	LS	\$ 78,000.00	\$ 78,000.00	1.00	78,000.00	0.00	0.00	1.00	78,000.00	0.00	0.00
23	Concrete Anti-Floatation Collars	64	Each	\$ 500.00	\$ 32,000.00	64.00	32,000.00	0.00	0.00	64.00	32,000.00	0.00	0.00
24	Bored Street Crossing - 30"	140	LF	\$ 800.00	\$ 112,000.00	140.00	112,000.00	0.00	0.00	140.00	112,000.00	0.00	0.00
25	Open Cut Steel Casing - 18"	35	LF	\$ 180.00	\$ 6,300.00	40.00	7,200.00	0.00	0.00	40.00	7,200.00	(5.00)	(950.00)
26	Abandon Existing Sewer Line - 18"	165	LF	\$ 27.00	\$ 4,455.00	165.00	4,455.00	0.00	0.00	165.00	4,455.00	0.00	0.00
28	Abandon Existing Sewer Line - 18" and 21"	950	LF	\$ 40.00	\$ 38,000.00	950.00	38,000.00	0.00	0.00	950.00	38,000.00	0.00	0.00
27	Abandon Existing Manhole (All Depths)	5	Each	\$ 700.00	\$ 3,500.00	5.00	3,500.00	0.00	0.00	5.00	3,500.00	0.00	0.00
	SUBTOTAL												
28	Select Trench Backfill												
29	8" Select Trench Backfill (8-10 Ft. Deep)	50	LF	\$ 40.00	\$ 2,000.00	50.00	2,000.00	0.00	0.00	50.00	2,000.00	0.00	0.00
30	18" Select Trench Backfill (10-12 Ft. Deep)	25	LF	\$ 70.00	\$ 1,750.00	25.00	1,750.00	0.00	0.00	25.00	1,750.00	0.00	0.00
31	18" Select Trench Backfill (12-14 Ft. Deep)	240	LF	\$ 100.00	\$ 24,000.00	240.00	24,000.00	0.00	0.00	240.00	24,000.00	0.00	0.00
	SUBTOTAL												
31	Curb-in-Place Pipe Sewer Line Items												
32	Light Cleaning of Sewer Lines - 15"	100	LF	\$ 3.00	\$ 300.00	100.00	300.00	0.00	0.00	100.00	300.00	0.00	0.00
33	Light Cleaning of Sewer Lines - 21"	510	LF	\$ 5.00	\$ 2,550.00	510.00	2,550.00	0.00	0.00	510.00	2,550.00	0.00	0.00
34	Heavy Cleaning of Sewer Lines - 15"	40	LF	\$ 5.00	\$ 200.00	40.00	200.00	0.00	0.00	40.00	200.00	0.00	0.00
35	Heavy Cleaning of Sewer Lines - 21"	10	LF	\$ 8.00	\$ 80.00	10.00	80.00	0.00	0.00	10.00	80.00	0.00	0.00
36	Extra Heavy Cleaning of Sewer Lines - 15"	1760	LF	\$ 12.00	\$ 21,120.00	3360.00	40,320.00	0.00	0.00	3,360.00	40,320.00	(1,900.00)	(19,200.00)
37	Extra Heavy Cleaning of Sewer Lines - 21"	1120	LF	\$ 15.00	\$ 16,800.00	2720.00	40,800.00	0.00	0.00	2,720.00	40,800.00	(1,800.00)	(18,000.00)
38	Television Inspection Of Sewer Line	4570	LF	\$ 2.00	\$ 9,140.00	6756.00	13,512.00	0.00	0.00	6,756.00	13,512.00	(2,166.00)	(21,660.00)
39	Protruding Service Connection Removal	5	Each	\$ 250.00	\$ 1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	1,250.00
40	15" Point Repair - 8 Feet In Length	5	Each	\$ 7,500.00	\$ 37,500.00	10.00	75,000.00	0.00	0.00	10.00	75,000.00	(5.00)	(37,500.00)

CONTRACTOR: UTILITY CONSTRUCTORS, INC.  
PROJECT: Linde Drive Sewer Emergency

APPLICATION NO: 6 (813)-Final  
PERIOD: 12/3/2020 TO 1/26/2021

COST BREAKDOWN

ITEM NO	DESCRIPTION OF WORK	QTY	UNIT	CONTRACT UNIT COST	TOTAL COST	PREVIOUS APPLICATION QTY	TOTAL COST	COMPLETED THIS MONTH QTY	TOTAL COST	COMPLETED TO DATE QTY	TOTAL COST	BALANCE TO FINISH QTY	TOTAL COST
40	21" Point Repair - 8 Feet in Length	5	Each	\$ 12,000.00	\$ 60,000.00	5.00	60,000.00	0.00	0.00	5.00	60,000.00	0.00	0.00
41	15" Point Repair - Over 8 Feet in Length	30	LF	\$ 120.00	\$ 3,600.00	80.00	9,600.00	0.00	0.00	80.00	9,600.00	(50.00)	(6,000.00)
42	21" Point Repair - Over 8 Feet in Length	30	LF	\$ 120.00	\$ 3,600.00	38.00	4,560.00	0.00	0.00	38.00	4,560.00	(8.00)	(960.00)
43	18" CIPP Reconstruction of Sewer Line	1820	LF	\$ 60.00	\$ 115,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,820.00	115,200.00
44	21" CIPP Reconstruction of Sewer Line	1840	LF	\$ 110.00	\$ 180,400.00	0.00	0.00	0.00	0.00	0.00	0.00	1,840.00	180,400.00
	<b>SUBTOTAL</b>												
	<b>Manhole Rehabilitation Items - List Product Specification Section to be Used</b>												
45	Manhole Rehabilitation	165	VF	\$ 212.00	\$ 34,980.00	165.00	34,980.00	0.00	0.00	165.00	34,980.00	0.00	0.00
	<b>SUBTOTAL</b>												
	<b>Roadway Items</b>												
46	Saw Cut Asphalt Pavement - Up to 6" Thick	700	LF	\$ 10.00	\$ 7,000.00	700.00	7,000.00	0.00	0.00	700.00	7,000.00	0.00	0.00
47	Roadway Demolition - Asphalt and Subgrade	955	SY	\$ 30.00	\$ 10,650.00	355.00	10,650.00	0.00	0.00	355.00	10,650.00	0.00	0.00
48	610 Stone Subbase, 6" Thick	305	Tons	\$ 30.00	\$ 9,150.00	305.00	9,150.00	0.00	0.00	305.00	9,150.00	0.00	0.00
49	HMA Surface Course, 9.5mm (or SC-1), 3.0" Thick	60	Tons	\$ 150.00	\$ 9,000.00	113.50	17,025.00	0.00	0.00	113.50	17,025.00	(53.50)	(8,025.00)
50	HMA Base Course, 19mm (or BB-1), 6.0" Thick	120	Tons	\$ 140.00	\$ 16,800.00	173.50	24,290.00	0.00	0.00	173.50	24,290.00	(53.50)	(7,490.00)
51	Pavement Striping	100%	LS	\$ 2,500.00	\$ 2,500.00	1.00	2,500.00	0.00	0.00	1.00	2,500.00	0.00	0.00
	<b>SUBTOTAL</b>												
	<b>Traffic Items</b>												
52	Maintenance of Traffic	100%	LS	\$ 25,000.00	\$ 25,000.00	1.00	25,000.00	0.00	0.00	1.00	25,000.00	0.00	0.00
	<b>SUBTOTAL</b>												
	<b>Temporary Bypass Pumping</b>												
53	Temporary Bypass Pumping Reimbursement Allowance	100%	LB	\$ 275,000.00	\$ 275,000.00		280,762.87	0.00	0.00	0.00	280,762.87	1.00	14,237.13
54	Temporary Bypass Pumping - Open Cut Sewer	100%	LB	\$ 20,000.00	\$ 20,000.00	1.00	20,000.00	0.00	0.00	1.00	20,000.00	0.00	0.00
55	Temporary Bypass Pumping - CIPP Sewer	100%	LB	\$ 20,000.00	\$ 20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	20,000.00
	<b>SUBTOTAL</b>												
	<b>Miscellaneous Items</b>												
56	Loose Stone Riprap	2200	Tons	\$ 64.00	\$ 140,800.00	2200.00	140,800.00	0.00	0.00	2,200.00	140,800.00	0.00	0.00
57	Existing Fence Removal and Replacement (All Types)	40	LF	\$ 55.00	\$ 2,200.00	40.00	2,200.00	0.00	0.00	40.00	2,200.00	0.00	0.00
58	4" Solid Sodding Restoration	500	SY	\$ 5.00	\$ 2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	2,500.00
59	Landscaping Replacement Allowance	100%	LB	\$ 4,000.00	\$ 4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	4,000.00
60	General Backfill	40	CY	\$ 30.00	\$ 1,200.00	40.00	1,200.00	0.00	0.00	40.00	1,200.00	0.00	0.00
61	Extra Select Backfill	50	CY	\$ 150.00	\$ 7,500.00	50.00	7,500.00	0.00	0.00	50.00	7,500.00	0.00	0.00
62	Extra Select Bedding	20	CY	\$ 150.00	\$ 3,000.00	20.00	3,000.00	0.00	0.00	20.00	3,000.00	0.00	0.00
63	Utility Allowance	100%	LB	\$ 50,000.00	\$ 50,000.00	0.96	47,850.00	4.2038	210,196.00	5.16	259,045.00	(4.16)	(208,045.00)
	<b>SUBTOTAL</b>												
	<b>TOTAL BASE BID</b>				<b>1,759,288.00</b>		<b>1,632,176.87</b>	<b>0</b>	<b>210,196.00</b>		<b>1,742,372.87</b>		<b>12,865.13</b>

### CONTRACT CHANGE ORDER

OWNER: City of Jackson, MS

CONTRACTOR: Utility Constructors, Inc.

DATE: January 29, 2021

CHANGE ORDER NUMBER: 1 (Final) CITY CONTRACT NUMBER: \_\_\_\_\_

PROJECT NAME: Linde Drive Sewer Emergency City Project 18B0510.701

**REASON FOR CHANGE:**

Adjusting to final quantities and time.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT
	See attached Final Quantities and Contract Price spreadsheet		
TOTAL CONTRACT CHANGE			\$-12,885.13
			TOTAL
ORIGINAL CONTRACT AMOUNT:			\$1,755,256.00
CURRENT CONTRACT AMOUNT:			\$1,742,370.87
THIS CONTRACT CHANGE:			\$-12,885.13
REVISED CONTRACT AMOUNT:			\$1,742,370.87
CURRENT CONTRACT COMPLETION DATE:			3/16/2020
TIME EXTENSION REQUIRED BY CHANGE:			315 Days
REVISED CONTRACT COMPLETION DATE:			1/25/2021

**THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT  
AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.**

**RECOMMENDED BY:** Phillip DeLano 1/29/21  
**DATE**

**ACCEPTED BY:** [Signature] 1/29/21  
**DATE**

**APPROVED BY:** \_\_\_\_\_  
**DATE** \_\_\_\_\_

# SURETEC INSURANCE COMPANY

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042

## CONSENT OF SURETY TO FINAL PAYMENT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

BOND NO.: 4431787

TO OBLIGEE: City of Jackson  
(Name and Address ) P O Box 17  
Jackson, MS 39205

CONTRACT FOR:  
Linde Drive Sewer Emergency

PROJECT: Linde Drive Sewer Emergency  
(Name and Address)

CONTRACT DATED:

PRINCIPAL: Utility Constructors, Inc

At the request of the Obligee and the Principal indicated above, (Insert name and address of Surety)

SureTec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042

on bond of Utility Constructors, Inc, 2262 Maddox Rd, Jackson, MS 39209  
(Insert name and address of Contractor)


, SURETY,  
, CONTRACTOR,  
and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to  
(Insert name and address of Obligee)

City of Jackson, P O box 17, Jackson, MS 39205

, OBLIGEE,  
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 29, 2021  
(Insert in writing the month followed by the numeric date and year.)

SureTec Insurance Company  
(Surety)

  
(Signature of authorized representative)  
John E. Marchetti  
Attorney-in-Fact  
(Printed name and title)

Attest:  
(Seal):





# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 23<sup>rd</sup> day of November A.D. 2020 .

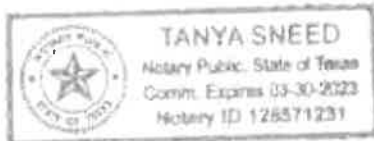


SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*  
Michael C. Keimig, President

State of Texas      SS:  
County of Harris

On this 23<sup>rd</sup> day of November A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*Tanya Sneed*  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29<sup>th</sup> day of January, 2021, A.D.

*M. Brent Beaty*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

*January 29, 2021*

Dr. Charles Williams  
City of Jackson, Public Works Department  
200 South President Street  
Jackson, MS 39205

*Reference: Warranty of Work – Linde Drive Sewer Emergency  
City Project No. 18B0510.701*

*Utility Constructors, Inc. hereby guarantees all work performed by us on the above referenced project, as of this day, to be free from defective materials and workmanship for a period of one (1) year or such period of time as described in the contract documents.*

*This warranty does not include excessive wear and tear or use under abnormal conditions.*

*Sincerely,*



*Terry N. Lovelace  
President/UCI*

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

**TO OWNER:**

(Name and address)

City of Jackson  
P.O. Box 17  
Jackson, MS 39205

ARCHITECT'S PROJECT NO.: 18b0510.701

CONTRACT FOR: City of Jackson, MS

**PROJECT:**

(Name and address)

Linde Drive Sewer Emergency  
Jackson, MS

CONTRACT DATED: July 23, 2019

STATE OF: MS

COUNTY OF: Hinds

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Utility Constructors, Inc.  
(Name and address) P.O. Box 13627  
Jackson, MS 39236

BY:

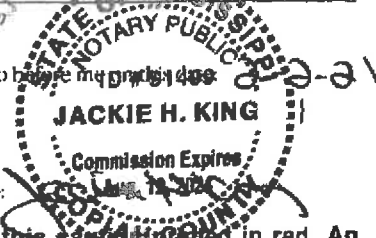
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this 14th day of August, 2019.

Notary Public:

My Commission Expires:



**CAUTION:** You should sign an original AIA document that has this ~~caution~~ printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994  
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G706A—1994



**ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE ST. ANDREWS LOWER SCHOOL AND OLD CANTON ROAD SEWER EMERGENCY REPAIR (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
25-23921

**WHEREAS**, a portion of a sewer main collapsed adjacent to St. Andrews Lower School and Old Canton Road; and

**WHEREAS**, the collapse resulted in the discharge of raw sewage onto St. Andrews Lower School playground creating an environmental, human health, and public safety issue; and

**WHEREAS**, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, a contract has been executed with Utility Constructors, Inc, in an amount not to exceed \$190,000.00 without further authorization of the governing authorities to repair to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Utility Constructors, Inc. in an amount not to exceed \$190,000.00 without further authorization of the governing authorities for repairs to a collapsed sewer main adjacent to St. Andrews Lower School and Old Canton Road is ratified.

Agenda Item #34  
Agenda Date: February 16, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 3, 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>	ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE ST. ANDREWS LOWER SCHOOL AND OLD CANTON ROAD SEWER EMERGENCY REPAIR (WARD 7)	
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>	St. Andrews Lower School	
4.	<b>Benefits</b>	Sewer Infrastructure	
5.	<b>Schedule (beginning date)</b>	Work will proceed upon issuance of the notice to proceed	
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 7	
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>	Cost: \$190,000.00	
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 32 32-52290-6485	
10.	<b>EBO participation</b>	ABE _____ %    WAIVER    yes _____ no _____    N/A _____ AABE _____ %    WAIVER    yes _____ no _____    N/A _____ WBE _____ %    WAIVER    yes _____ no _____    N/A _____ HBE _____ %    WAIVER    yes _____ no _____    N/A _____ NABE _____ %    WAIVER    yes _____ no _____    N/A _____	

**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba

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

A handwritten signature in dark ink, appearing to read "Charles Williams Jr.", with a long horizontal line extending to the right.

**Background:**

Attached, you will find an item for the City Council Agenda requesting approval of a ratified contract with Utility Constructors, Inc, for the St. Andrews Lower School and Old Canton Road Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. 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 39208-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC FOR THE ST. ANDREWS LOWER SCHOOL AND OLD CANTON ROAD SEWER EMERGENCY REPAIR (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

2/9/21  
DATE



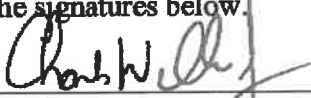
**DECLARATION OF EMERGENCY  
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

**I. REQUEST**

The City of Jackson has discovered a sanitary sewer overflow on Old Canton Road adjacent to St. Andrews Lower School discharging raw sewer across the playground. The City also received several calls from residents along the Frontage Road North of the sanitary overflow concerning raw sewer discharging out of several manholes near Melwood Place. The Department of Public Works believes the sanitary sewer overflow is the result of a collapsed sewer main near St. Andrews Lower School. The result of the failed sanitary sewer main is violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer continuing to discharge into nearby schools, creeks and drainage channels. The City needs emergency assistance from a private contractor to help repair the sanitary sewer collection system.

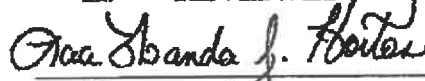
Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.


  
\_\_\_\_\_  
Charles Williams Jr., PE, PhD  
Director/City Engineer

1/14/2021  
\_\_\_\_\_  
DATE


**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
Laa Wanda Horton  
Director of Administration

1/14/2021  
\_\_\_\_\_  
DATE

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

1/17/21  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Robert Blaine, PhD  
Chief Administrative Officer

1/19/2021  
\_\_\_\_\_  
DATE

### III. DECLARATION OF EMERGENCY

I hereby determine that the sewer main failure on Old Canton Road near St. Andrews Lower School discharging raw sewer on to their property, properties along the I-55 South Frontage Road (Melwood Place), and into nearby creeks and drainage channels constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

  
CHOKWE ANTAR LUMUMBA  
Mayor

1/22/2024  
DATE

# MEMORANDUM

Department of Public Works  
(601) 960-2090



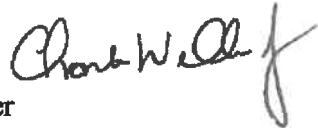
**TO:** Mayor, Chokwe Antar Lumumba  
Mayor

**FROM:** Charles E. Williams Jr., P.E., PhD, Director/City Engineer  
Department of Public Works

**CC:** Erica, Thomas, Public Works Fiscal Officer

**DATE:** January 14, 2021

**RE:** Collapsed Sanitary Sewer Main Old Canton Road (St. Andrews Drive)



The City of Jackson has sewer main collapse located on Old Canton Road near St. Andrews Lower School. The collapse of the sewer main is causing raw sewer to backup and discharge across the playground at St. Andrews Lower School, residents and businesses along the South I-55 Frontage Road (Melwood Place), and nearby storm inlets flowing into the Pearl River. The City of Jackson Maintenance crews cannot perform the required repairs. The sewer maintenance crews do not have the manpower or equipment to repair the collapsed sewer main. The Department of Public Works request this emergency be invoked to help repair the sewer main on Old Canton Road including other sewer collection system appurtenances associated with the repair. The result of the collapsed sewer main has contributed to raw sewer entering nearby streams and creeks violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City needs emergency assistance from a private contractor to help repair the sewer main and restore the sanitary sewer collection system on Old Canton Road. The Department of Public Works will use proceeds from Fund 32 to compensate the contractor.

The City does not have the personnel or equipment to adequately repair the collapsed sanitary sewer mains in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, I recommend that the City enter into a repair contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

## ***Invoice***

***February 1, 2021***

***Dr. Charles Williams, P.E.  
City of Jackson  
200 South President Street  
Jackson, MS 39205***

***Reference: St. Andrews School and Old Canton Road Emergency sewer.***

**Scope of Work:**

***Mobilization, setup-bypass pump, build temporary driveway access for St. Andrews School, Clean and video existing 10" line, Point repair 20' LF 10" pipe 18' – 20' deep, Protect existing fiber lines, Remove bypass pump, Clean up and backfill.***

***Total Cost = \$190,000.00***

***Utility Constructors, Inc.***

***City of Jackson***

***By:***



***By:***

\_\_\_\_\_

***Title:***

***V.C. President***

***Title:***

\_\_\_\_\_

***Date:***

***2-1-21***

***Date:***

\_\_\_\_\_

# SURETEC INSURANCE COMPANY

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042

## CONSENT OF SURETY TO FINAL PAYMENT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

BOND NO.: 4441405

TO OBLIGEE: City of Jackson  
P O Box 17  
Jackson MS

(Name and Address)

CONTRACT FOR:  
St Andrews Lower School and Old  
Canton Road Emergency Sewer  
Project

PROJECT: St Andrews Lower School and Old  
Canton Road Emergency Sewer Project

(Name and Address)

CONTRACT DATED:

PRINCIPAL: Utility Constructors, Inc

At the request of the Obligee and the Principal indicated above, (Insert name and address of Surety)

SureTec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, TX  
77042

on bond of Utility Constructors, Inc, 2262 Maddox Road , Jackson, MS  
(Insert name and address of Contractor)

, SURETY,

, CONTRACTOR,  
and conditioned on the representation by Obligee that all Contract provisions relating to the payment  
of final payment under the Contract have been satisfied by Principal as of the date of final payment,  
and that no claims by Obligee or any third party are known or believed by Obligee or its  
representatives to exist as of the date of final payment, representations as to the truth and accuracy  
of the foregoing conditions being deemed to have been made by Obligee in connection with this  
request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that  
final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to  
(Insert name and address of Obligee)

City of Jackson, P O Box 17, Jackson, MS

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 2, 2021  
(Insert in writing the month followed by the numeric date and year.)

SureTec Insurance Company  
(Surety)

Sherrill A. Kelley  
(Signature of authorized representative)

Sherrill A. Kelley  
, Attorney-in-Fact  
(Printed name and title)

Attest:  
(Seal):

Jodie Thomas

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 23<sup>rd</sup> day of November A.D. 2020.

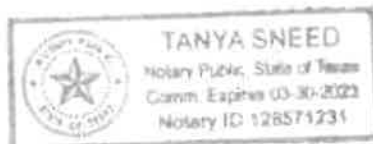


SURETEC INSURANCE COMPANY

By: Michael C. Keimig  
Michael C. Keimig, President

State of Texas                      SS:  
County of Harris

On this 23<sup>rd</sup> day of November A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2<sup>nd</sup> day of February, 2021, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

TO OWNER:

(Name and address)

City of Jackson  
P.O. Box 17  
Jackson, MS 39205

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: City of Jackson, MS

PROJECT:

(Name and address)

St. Andrews School and Old Canton Road Emergency  
Jackson, MS

CONTRACT DATED: January 21, 2021

STATE OF: MS

COUNTY OF: Hinds

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Utility Constructors, Inc.  
(Name and address) P.O. Box 13627  
Jackson, MS 39236

BY:

(Signature of authorized representative)

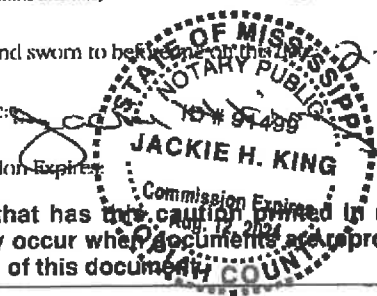
(Printed name and title)

Terry N. Loveless

Subscribed and sworn to before me on this 21st day of January, 2021.

Notary Public:

My Commission Expires:



**CAUTION:** You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-4292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G706A—1994

# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

*February 1, 2021*

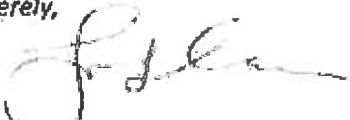
Dr. Charles Williams  
City of Jackson, Public Works Department  
200 South President Street  
Jackson, MS 39205

*Reference: Warranty of Work – St. Andrews School and Old Canton road Emergency Sewer*

*Utility Constructors, Inc. hereby guarantees all work performed by us on the above referenced project, as of this day, to be free from defective materials and workmanship for a period of one (1) year or such period of time as described in the contract documents.*

*This warranty does not include excessive wear and tear or use under abnormal conditions.*

*Sincerely,*



Terry N. Lovelace  
President/UCI



**ORDER AUTHORIZING THE MAYOR TO EXECUTE  
SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT  
OF DIAMOND ELECTRICAL COMPANY, INC. AUTHORIZING  
FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF  
NOTICE OF COMPLETION OF THE OLD CANTON ROAD AT  
LAKELAND DRIVE SIGNAL PROJECT, FEDERAL AID  
PROJECT NUMBER STP-8243-00(002)LPA/107546, CITY  
PROJECT NUMBER 18B4013 (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
2/16/2021  
[Signature]

**WHEREAS**, the City of Jackson entered into a contract for the construction of the Old Canton Road at Lakeland Drive Signal Project with Diamond Electrical Company, Inc., being the lowest and best bidder; and

**WHEREAS**, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel with a release from all maintenance issued on effective December 2, 2020; and the Surety, Western Surety Company, has authorized release and payment of all monies due under this contract; and

**WHEREAS**, the final payment of \$3,758.28 results in a final project cost of \$393,401.01, a decrease of \$4,876.84 due to an underrun of various quantities; and

**WHEREAS**, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #1/Final to the contract of Diamond Electrical Company, Inc., and to issue final payment in the amount of \$3,758.28 to said contractor.

**IT IS FURTHER ORDERED** that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the Old Canton Road at Lakeland Drive Signal Project, Federal Aid Project STP-8243-00(002)LPA/107546, City Project No. 18B4013.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

Agenda Item #35  
Agenda Date: February 16, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** January 28, 2021  
DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	Order authorizing final payment and notice of completion for the Old Canton Road at Lakeland Drive Signal Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4 Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Motorists and pedestrians/bicyclists that travel through the Old Canton Rd and Lakeland Dr/Fondren PI intersection
4.	<b>Benefits</b>	Traffic signal replacement project
5.	<b>Schedule (beginning date)</b>	Project complete
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	Old Canton Rd at Lakeland Dr/Fondren PI (Ward 7)
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Final Payment of \$3,758.28 Final Contract Amount of \$393,401.01 (Deduction of \$4,876.84)
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	FHWA FAST Act MPO Funds (100% up to \$375,000.00), City Funds (Remainder) 213-45190-8B4013-901-6485
10.	<b>EBO participation</b>	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Charles Williams, P.E., PhD  
Director, Department of Public Works  
**Date:** January 28, 2021  
**Subject:** Agenda Item for City Council Meeting

A handwritten signature in black ink, appearing to read "Charles Williams". The signature is written in a cursive style with a large, looped "W" and a long, sweeping "S" at the end.

Attached you will find an item to close out the Old Canton Road at Lakeland Drive Signal Project. The item authorizes the Mayor to execute Change Order #1/Final to the contract with Diamond Electrical Company, authorizes final payment to the contractor, authorizes publication of the notice of completion, and authorizes the Mayor to execute any documents necessary as part of project closeout. The project consisted of replacing the span wire traffic signals at Old Canton Rd and Lakeland Dr/Fondren Pl with mast arm signals. The project as bid has been completed with a slight underrun. A few pay items were completed with slightly less material than planned.

It is the recommendation of Public Works that the Change Order be approved and final payment authorized. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39202-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
2/9/21

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF DIAMOND ELECTRICAL COMPANY, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE OLD CANTON ROAD AT LAKE LAND DRIVE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-8243-00(002)LPA/107546, CITY PROJECT NUMBER 18B4013 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

2/9/21  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE 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  
(WARD 2&3)**

OFFICE OF THE CITY ATTORNEY  
FEB 20 2021

**WHEREAS**, on February 2, 2021, the City Council accepted the bid of W. E. Blain & Sons for the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015)LPA/108077-701000, City Project Number 19B4011; and

**WHEREAS**, the Department of Public Works recommends that the Mayor execute the contract with W.E. Blain & Sons, Inc.,

**IT IS, THEREFORE, ORDERED** that the Mayor execute the 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.

Agenda Item #36  
Agenda Date: February 16, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 10, 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 THE MAYOR TO EXECUTE THE CONTRACT WITH 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> <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> <td>X</td> <td>_____</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> <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> <td>X</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> <td>X</td> <td>_____</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: February 10, 2021

### **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. The City Council approved the order to accept W.E. Blain & Sons, Inc. bid on February 2, 2021.

It is the recommendation of this office that the Mayor executes the contract with W.E. Blain & Sons, Inc. 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

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE 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 (WARD 2&3)** is legally sufficient for placement in NOVUS Agenda.

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

2/10/21  
DATE



**ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. TO PROVIDE A REORGANIZATION PLAN FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
2-16-2021  
Sd

**WHEREAS**, the City of Jackson entered into a professional services contract with The Preo Group, LLC to develop and manage a program to rectify continuing issues with the City's water metering system, including its billing system that have resulted in inefficiencies in the metering and billing of water and sewer services; and

**WHEREAS**, as a part of the program developed by the City and The Preo Group, the City of Jackson recently entered into an agreement to upgrade the City's utility billing software from Oracle CC&B to Oracle C2M; and

**WHEREAS**, the City recently entered into an agreement with Sustainability Partners, LLC that will provide a financing vehicle for the replacement of commercial water meters and pay for a portion of the utility billing system upgrade; and

**WHEREAS**, the City recently advertised an RFP for AMI water meters and an RFP for metering services to install and maintain the AMI water meters; and

**WHEREAS**, The Preo Group, LLC, as a part of its recommended program, has also identified a need to reorganize the Water-Sewer Business Administration Division during the utility billing system upgrade to ensure that staff is properly aligned and trained, and salaries are commensurate with the knowledge, skills, and abilities required for the realigned positions; and

**WHEREAS**, The Preo Group, LLC has recommended to the City that it contract with the Jacobs Engineering Group Inc. to provide the reorganization plan because their professional assigned to the contract will be Tommy McClung, who is already knowledgeable about the Water-Sewer Business Administration Division organization and the utility billing system through the work he did with West Monroe Partners; and

**WHEREAS**, Jacobs Engineering Group Inc. is Delaware corporation doing business throughout the world and headquartered at 1999 Bryan Street, Suite 1200, Dallas, Texas 75201; and

**WHEREAS**, Jacobs Engineering Group Inc. proposes to provide the work in two phases: (1) the analysis of the existing COJ WSBA business unit and the design of a new WSBA business unit; (2) implementation of the organization designed during Phase; and

**WHEREAS**, Jacobs Engineering Group, Inc. proposes to provide the reorganization plan and implementation at a cost not to exceed \$108,000.00; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities authorize a professional services agreement with Jacobs Engineering Group Inc. for the reorganization of the Water-Sewer Business Administration Division.

Agenda Item #37  
Agenda Date: February 16, 2021  
(WILLIAMS, LUMUMBA)

**IT IS, THEREFORE, ORDERED** that an agreement with Jacobs Engineering Group Inc. in an amount not to exceed \$108,000.00 for reorganization of the Water-Sewer Business Administration Division is authorized.



**City of Jackson  
Department of Public Works**

**To: Chokwe Antar Lumumba, Mayor**

**From: Charles Williams, Jr., P.E., Ph.D., Director, Department of Public Works**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. TO PROVIDE A REORGANIZATION PLAN FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS)**

**Council Meeting:** Regular Council Meeting, February 16, 2021

**Purpose:** To provide consulting services for the reorganization of the Water-Sewer Business Administration Division

**Cost:** \$108,000.00

**Funding Source:** Water-Sewer Enterprise Fund

**Background:**

As stated in the order, the City previously retained The Preo Group, LLC to develop and manage a program to correct continuing issues with the City's utility billing system. The recommended program involves three elements all of which are crucial to the success of the program. The success of the program will mean an end to issues that have plagued the City utility billing process since the Siemens Project.

The reorganization of the Water-Sewer Administration Division is the third element of the program that will need to be accomplished. The purpose of the reorganization is to align the human resources with the business processes necessary for the utility billing system upgrade underway to be a success.

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

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    February 8, 2021  
DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. TO PROVIDE A REORGANIZATION PLAN FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS)</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	3. Changes in City Government 7. Quality of Life
3.	<b>Who will be affected</b>	The employees of the Water-Sewer Business Administration Division and all of the City's utility customers and citizens
4.	<b>Benefits</b>	Will provide for the reorganization of the Water-Sewer Business Administration Division to align with the human resource need of the Billing System upgrade
5.	<b>Schedule (beginning date)</b>	Work will begin upon execution of the agreement
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works and The Preo Group
8.	<b>COST</b>	Not to exceed \$108,000.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	\$7,000,000 Emergency Loan
10.	<b>EBO participation</b>	ABE _____% WAIVER yes _____ N/A _____ AABE _____% WAIVER yes _____ N/A _____ FBE _____% WAIVER yes _____ N/A _____ HBE _____% WAIVER yes _____ N/A _____ NABE _____% WAIVER yes _____ N/A _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
2/2/02

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. TO PROVIDE A REORGANIZATION PLAN FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

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

  
DATE



## MASTER PROFESSIONAL SERVICES AGREEMENT

**CLIENT:** City of Jackson  
**ADDRESS:** Department of Public Works  
Warren Hood Building, 5th Floor  
200 South President St., Suite 523  
Jackson, MS 3920

**SCOPE OF SERVICES:** Client hereby authorizes Jacobs to perform the engineering, procurement, consulting and other professional services as authorized from time to time by written Purchase Orders issued by Client and accepted by Jacobs, as evidenced by Client's and Jacobs' signatures thereon ("Services"). The model Purchase Order form is attached to this Agreement.


**COMPENSATION:** Jacobs will be compensated for Services as set forth in the Purchase Order. Unless a Purchase Order specifies otherwise, Jacobs will be compensated on a Time and Expense basis in accordance with the provisions of Exhibits A and B which are an integral part of this Agreement.

The Parties agree to the "Provisions" provided on page 2 of this Master Professional Services Agreement ("Agreement").

Accepted for **CLIENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted for **JACOBS ENGINEERING GROUP INC.**

By:  \_\_\_\_\_  
Name: Nick Freeman, P.E.  
Title: Manager of Projects  
Date: 12/8/2020

[Insert Path/Filename]

## PROVISIONS

1. **PURCHASE ORDERS.** CLIENT shall engage JACOBS to perform engineering and other related professional services pursuant to this Agreement by issuing a Purchase Order to JACOBS. Each Purchase Order shall clearly state that it is issued pursuant to this Agreement and shall identify the scope of services to be performed by JACOBS, the schedule for performance of the Services, the method of pricing and/or compensation for Services (if different from the method provided for herein), and other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms that may be attached to or referenced in any Purchase Order.

2. **WARRANTY.** JACOBS warrants that it shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If within twelve (12) months after completion of the Services, CLIENT can demonstrate that the Services fail to conform to such warranty, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs whether asserted under warranty, contract, tort or otherwise. JACOBS makes no other warranty, expressed or implied.

3. **ADDITIONAL SERVICES.** (a) Services in addition to those specified in the Purchase Order, will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in an Additional Services Authorization or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement to the contrary, JACOBS shall be entitled to an equitable adjustment in compensation and schedule for performing such additional services. (b) Unless the Additional Services Authorization specifies otherwise, the Additional Services will be priced under the terms of Appendix A.

4. **SALES TAX.** In addition to any other sums or amounts to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS any applicable sales, use, excise or other tax (other than any general income tax payable by JACOBS) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

5. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or property damage of third parties, the total aggregate liability of JACOBS arising out of the performance or breach of this Agreement or any respective Purchase Order shall not exceed the compensation paid to JACOBS under the Purchase Order out of which the liability arose. Notwithstanding any other provision of this Agreement or any Purchase Order, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth herein shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JACOBS, its employees, or subconsultants.

6. **DISPUTES.** (a) All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. (b) In the event legal action is brought by JACOBS to enforce any of the obligations hereunder or arising out of any dispute concerning this Agreement, CLIENT shall pay JACOBS reasonable amounts for fees, costs and expenses as may be set by the court (c) This Agreement is governed by the laws of the state in which the Services are performed, without regard to its choice of law provisions.

7. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything to the contrary herein, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved, or JACOBS may request CLIENT to issue a Purchase Order in the name of such a related entity.

8. **PAYMENT TO JACOBS.** (a) JACOBS will issue monthly invoices for all Services. Invoices are due and payable net 30 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT. (b) CLIENT's failure to pay within the time required herein shall constitute a payment default. Without limiting any other available remedy, JACOBS may stop work or terminate this Agreement or any Purchase Order if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance. JACOBS shall have no liability for any delays resulting from or damages caused by such work stoppage or termination.

9. **CONSTRUCTION PHASE SERVICES.** (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or

deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

10. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

11. **SEVERABILITY.** If one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions shall not be impaired.

12. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS ("force majeure"). In the event that any event of force majeure, as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services.

13. **INDEMNIFICATION.** JACOBS shall defend and indemnify CLIENT from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third-party claims for bodily injury (including death) and damages to tangible property to the extent caused by a negligent act or omission of JACOBS, its employee or subconsultant.

14. **INSURANCE.** During the term of this Agreement, JACOBS shall maintain insurance of the following types: (a) Workers' compensation in accordance with the statutory requirements of the jurisdiction in which the Services are to be performed; (b) Employer's liability insurance in the amount of \$250,000; (c) Comprehensive General Liability Insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence; (d) Automobile liability insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence.

15. **ELECTRONIC MEDIA.** (a) JACOBS may deliver electronic copies of documents or data ("Electronic Files") in addition to printed copies ("Hard Copies") for the convenience of CLIENT. CLIENT, its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

16. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

17. **CLIENT OBLIGATIONS.** CLIENT shall provide JACOBS full information regarding CLIENT's requirements for all Services and shall provide information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in CLIENT's possession which is necessary or useful in connection with the Services. CLIENT shall appoint a representative that will have the authority to make decisions on behalf of CLIENT regarding the Services. CLIENT shall make decisions regarding the Services in a timely manner.

18. **DESIGN WORK PRODUCT.** JACOBS owns all right, title and interest in all documents created or delivered by JACOBS under this Agreement, including but not limited to all plans, specifications, drawings, CAD files, electronic data, software programs and the source code (collectively the "Design Work Product"). CLIENT is granted the right to use the Design Work Product for itself and for its other contractors, subcontractors as needed for the use, occupancy or maintenance of the completed project. In the event this Agreement is terminated for any reason other than solely as a result of a material breach by JACOBS, CLIENT's right to use the Design Work Product automatically terminates without notice or further action of JACOBS. CLIENT shall return all Design Work

Product to JACOBS within ten (10) business days of such termination.



**Purchase Order No.:** \_\_\_\_\_

Client Project No.: \_\_\_\_\_

Jacobs Project No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_

This Purchase Order is entered into on the effective date noted above pursuant to the "Master Professional Services Agreement" between City of Jackson, MS Board ("Client") and JACOBS ENGINEERING GROUP INC. ("JACOBS"), dated November 24, 2020 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Purchase Order. However, in case of conflict, the terms of the Agreement shall control.

*[All blank spaces should be filled in. Use "N/A" where no other response is appropriate.]*

**Services Authorized**

Client authorizes JACOBS to perform the Services described in Exhibit A attached hereto and incorporated herein, which Exhibit A is marked with the above noted Purchase Order No. and consists of 6 page(s).

**Pricing**

☒ Time and Expense per Exhibit A and B to the Agreement.

N/A Firm Fixed Price

N/A Other (Describe): N/A

**Other**

**JACOBS ENGINEERING GROUP INC.**

**CLIENT:  
CITY OF JACKSON, MS**

By: Nick Freeman, P.E.

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

Title: Manager Projects

Title: \_\_\_\_\_

Date: 12/8/2020

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

# Exhibit A – Scope of Work

## Article A. Purpose

The City of Jackson, MS (The City or COJ) Water Sewer Business Administration organization (WSBA) handles billing and collection related to water revenues for the COJ Public Works Department. Over the last few years, The City has taken steps to correct issues related to its water metering system and its technical stack and ultimately increase revenues from water related sales. As part for this process, The City is pursuing a restructure of the WSBA to achieve more effective and efficient operations. As part of this Project, Jacobs will assist the City with the development of a stand-alone WSBA business unit based on industry best practices and similarly sized Meter to Cash municipal operations.

## Article B. Scope of Work

The Project scope will be delivered in two phases: 1) Organizational Analysis & Design and 2) Organizational Change Management Plan Development. Based on industry experience, Jacobs is providing scope for an optional third phase described below that may be negotiated within 45 days of the completion of the first two phases. This optional third phase includes staff augmentation designed to support The City's Management and Supervisory Staff in moving to sustainable operations.

### Phase 1 – Organizational Analysis and Design

Phase 1 Includes the analysis of the existing COJ WSBA business unit and the design of a new WSBA business unit. Phase 1 includes the following major tasks:

#### Tasks:

1. Conduct a one-hour call prior to being onsite with the project sponsors to establish a project Steering Committee that includes key stakeholders. It is assumed that stakeholders will include program team members identified in the WSBA Water Billing, Meter, and AMI Mitigation Program Charter.
2. Conduct up to 3, 1-hour interviews with Executive Leadership to establish strategic goals and tactical objectives for the WSBA reorganization effort.
3. Update the project and WSBA Water Billing, Meter, and AMI Mitigation Charter with information specific to the Organizational Analysis and Design charter.
4. Conduct a current state evaluation by requesting documents and data related to the current operation. The complete list will be developed upon Notice to Proceed and will include items such as: currently developed work/process flows, standard operating procedures, organizational charts, job classification documents, account listings, billing and maintenance schedules, productivity measures, monthly and annual quantities of service requests, work orders by type, call volumes, bills and their form of delivery, overall collection rates.
5. Conduct up to 10 job shadows for purposes of defining individual roles, responsibilities, skill set validation, and productivity through time-motion observation. It assumed that the job shadows will be conducted over a 2-day period.

6. Evaluate the current state and provide an overall assessment based on Jacobs experience, industry best practices, and benchmarked data points. Review the assessment with designated WSBA Steering Committee.
7. In conjunction with designated WSBA team members, develop a new management reporting structure to include job classification, roles, responsibilities, reporting requirements, defined span of control.
8. Research AWWA and other similar performance benchmarking data.
9. Assess organizational objectives and how they relate to the benchmarking data. This information will be utilized to develop key performance indicators (KPIs) and a performance reporting system to brief the WSBA and COJ leadership monthly.
10. Review the KPIs with WSBA team members for input.
11. Update job classification documents to reflect new organizational structure. Job classifications will include skill set requirements discussed during previous discussions with WSBA steering committee and team members. It is assumed that up to twelve (12) job classification documents will be produced.
12. Based on productivity determination, position class, skill set requirements, and KPIs, establish number of positions and reporting structure. It is assumed that the upgraded organizational structure will include up to twelve (12) positions.
13. Provide advisement to the city on developing the salary market analysis.
14. Conduct Weekly project updates.

### **Phase 1 Deliverables**

- Updated WSBA Charter to include mission, vision, roles, responsibilities, authorities, reporting, and goals in Word format.
- Current State – Future State Gap Analysis Technical Memorandum with attachments:
  - Future state Job Classification Documents following COJ format with skill set requirements also captured in an Excel format
  - Future state Organizational Chart with Job Classifications and positional quantities
- Weekly project update meeting minutes.

### **Phase 2 –Change Management Planning**

Phase 2 includes the implementation of the organization designed during Phase 1. Phase 2 includes the following major tasks:

#### **Tasks:**

1. Develop the WSBA Training Plan:
  - Conduct a 1-hour meeting with WSBA Steering Committee to establish the expected training outcomes.
  - Conduct interviews with up to 3 vendors. At a minimum this would be with the Oracle integrator or Oracle but may also include Kamstrup or others that own a solution related to the WSBA operation. Interviews will be utilized to define training requirements for WSBA staff. Following vendor interviews, Jacobs will develop a proposed training plan for WSBA organizational staff. It is assumed that training material will be provided by WSBA vendors as is not included in this scope of work. It is assumed the vendor interviews will be conducted virtually.
  - Designate a Superuser or Train the Trainer group designed to be the most skilled and first line of support to the organization. This task will also define the requirements and qualifications for staff to fill these roles.

- 
- 2. Develop the WSBA Transition Roadmap:
  - Develop the milestones and schedule for WSBA to move out from Public Works.
  - Work with COJ HR to establish a personnel plan for hiring into the new roles.
  - Develop a WSBA communication workflow within new WSBA organization to provide team member communication, transition milestone achievement, schedule changes.
- 3. Develop an ongoing reporting, analytics, and quality assurance plan.
- 4. Develop recommended modifications to COJ Code and Policies.

## **Phase 2 Deliverables**

- Technical Memorandum that lists the staff and operational transition elements required for sustainable, measurable performance. Those elements include all deliverables from Phase 1 plus the training plan, transition roadmap, reporting, analytics, QA plan, and recommendations for code or policy changes.

## **Phase 3 – Organizational Change Implementation (Optional – Not Included in Price)**

This optional Phase includes the evaluation of whether COJ's WSBA would benefit from collaborative service delivery. The tasks are directly drawn from The Collaborative Service Delivery Matrix, a product of the enhanced partnership of The International City Management Association (ICMA), the Alliance for Innovation, and the Center for Urban Innovation at Arizona State University.

### **Tasks:**

1. Conduct a 2-hour workshop following the decision-making tool (Attachment) outline.
2. Compile and review the exercise output with workshop participants.
3. Conduct a second workshop to discuss appropriate model for service delivery.
4. Oversee and Manage the implementation of the service model stand up and execution of the Transition Roadmap

## **Phase 3 Deliverables**

- Technical Memorandum detailing the Collaborative Service Model recommendation
- Provide staff augmentation for up to a year to help manage and oversee the transition roadmap

## **Article C. Project Assumptions**

- COJ will be responsible for completing any salary market analyses. Jacobs will review analysis and provide input as requested.
- COJ support services including Human Resources, Finance, Legal, Administration, and others as needed will be provided at a reasonable service level to ensure agreed upon tasks can be completed within the mutually agreed upon timeframe. Jacobs will notify COJ of delays that may be attributed to COJ support services.
- Administrative and personnel actions required of contractors and COJ staff will remain the responsibility of COJ Management. It is assumed that COJ will incorporate Jacobs recommendations on a timely basis including hiring recommended staff, issuance of recommended subcontracts, and modification to COJ Code, Policies, Procedures, and Workflows.
- It will be COJ's responsibility to provide adequate facility and technology for mutually agreed upon training facilities.
- All activities requiring mutual agreement will be signed off on by COJ and Jacobs before activity begins.

- COJ will ensure awareness of Jacobs and organizational activities by participating in planning meetings and workshops, and reviewing Jacobs reports, memorandums, and updates.
- Schedule of specific tasks and activities will be mutually set after the NTP. Jacobs will notify COJ of any changes in the schedule as the project progresses.
- COJ will be responsible for the physical security and associated costs and liability for Jacobs staff and material related to the project.
- For purposes of this project, sustainable operations will be defined as having an approved organizational structure plan as mutually defined through completion of the milestones listed in Article B. Sustainable operations will be defined as an approved organizational chart, approved positions and associated positional salaries or hourly rates, spans of control, roles/responsibilities, standing plan to fill positions through hire or outsourcing, approved code changes, approved, departmental policy changes, approved documented work flows and procedures, quality control measures for operations in place, technical capabilities that support operations and appropriate change control in place, approved recurring reporting and analytics against mutually agreed upon performance measures.

## Article D. Project Team

Jacobs Project Team is shown in Table 1 below.

Jacobs Team Member	Project Role
Tommy McClung	Project Manager/ Subject Matter Expert
Joy Swenson	Organizational Design Subject Matter Expert

## Article E. Period of Service

Jacobs will be prepared to begin work on notification to proceed (NTP) from The City. The work will continue for 12 weeks from the date agreed upon and stated in the NTP.

## Article F. Compensation

Total Fees for the scope of work defined in Phase 1 and 2 is \$108,000 inclusive of projected travel expenses. Compensation will be based on rates presented in Exhibit B.

Description	Price
Phase 1	\$64,800
Phase 2	\$43,200
Phase 3	Price To Be Negotiated; Not Included

## Exhibit B – Jacobs Labor Rate and Direct Expense Schedule

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Labor Classification/Title	Hourly Billing Rate (\$)
Vice-President, Principle-in-Charge, QA/QC Manager, Subject Matter Expert	\$250
Principal Manager/Technologist/Consultant/Scientist	\$225
Sr. Project Manager/Technologist/Engineer/Consultant/Scientist	\$195
Project Manager/Technologist/Consultant	\$170
Project Engineer/Planner/Scientist	\$150
Jr. Staff Engineer/Planner/Scientist	\$120
Geologist/Planner/Scheduler	\$80
Designer, Technician Manager	\$125
Graphic Designer, Technician, Editor	\$105
Design Aide, Office Support	\$75

Note: Rates are those hourly rates charged for work performed on the project by Jacobs's or affiliated employees of the indicated classifications. These rates include all allowances for salary, overhead, and fees; but do not include allowance for Direct Expenses, subcontracts and outside services. Rates are good until the end of this project or December 31, 2021 whichever comes first.





**ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRISLER CLEAR CONSULTING, LLC TO PROVIDE PROJECT COORDINATION AND JOB ANALYSES FOR THE REORGANIZATION PROJECT FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
18-5031  
7-2021

**WHEREAS**, the City of Jackson entered into a professional services contract with The Preo Group, LLC to develop and manage a program to rectify continuing issues with the City's water metering system, including its billing system that have resulted in inefficiencies in the metering and billing of water and sewer services; and

**WHEREAS**, as a part of the program developed by the City and The Preo Group, the City of Jackson recently entered into an agreement to upgrade the City's utility billing software from Oracle CC&B to Oracle C2M; and

**WHEREAS**, the City recently entered into an agreement with Sustainability Partners, LLC that will provide a financing vehicle for the replacement of commercial water meters and pay for a portion of the utility billing system upgrade; and

**WHEREAS**, the City recently advertised an RFP for AMI water meters and an RFP for metering services to install and maintain the AMI water meters; and

**WHEREAS**, The Preo Group, LLC, as a part of its recommended program, has also identified a need to reorganize the Water-Sewer Business Administration Division during the utility billing system upgrade to ensure that staff is properly aligned and trained, and salaries are commensurate with the knowledge, skills, and abilities required for the realigned positions; and

**WHEREAS**, The Preo Group, LLC has recommended to the City that it contract with the Jacobs Engineering Group Inc. to provide the reorganization plan because their professional assigned to the contract will be Tommy McClung, who is already knowledgeable about the Water-Sewer Business Administration Division organization and the utility billing system through the work he did with West Monroe Partners; and

**WHEREAS**, the City of Jackson wishes to retain the services of a local consultant familiar with City processes for the reorganization project to act as a coordinator, point of contact, and preparer of job analyses, including salary studies, for the new positions and the re-aligned current positions in the Water-Sewer Business Administration; and

**WHEREAS**, Crisler Clear Consulting, LLC, whose principal place of business is located at 5346 Farnsworth Drive, Jackson, MS 39204, proposes to provide these services in support of the reorganization of the Water-Sewer Business Administration Division at a cost not to exceed \$50,000.00; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities authorize a professional services agreement with Crisler Clear Consulting, LLC to provide services to support the reorganization of the Water-Sewer Business Administration Division.

Agenda Item #38  
Agenda Date: February 16, 2021  
(WILLIAMS, LUMUMBA)

**IT IS, THEREFORE, ORDERED** that an agreement with Crisler Clear Consulting, LLC in an amount not to exceed \$50,000.00 to provide services in support of the reorganization of the Water-Sewer Business Administration Division is authorized.



**City of Jackson  
Department of Public Works**

**To: Chokwe Antar Lumumba, Mayor**

**From: Charles Williams, Jr., P.E., Ph.D., Director, Department of Public Works**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRISLER CLEAR CONSULTING, LLC TO PROVIDE PROJECT COORDINATION AND JOB ANALYSES FOR THE REORGANIZATION PROJECT FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS)**

**Council Meeting:** Regular Council Meeting, February 16, 2021

**Purpose:** To assist in coordinating the reorganization project at WSBA and to provide job analyses, include salary studies, for the positions at WSBA

**Cost:** \$50,000.00

**Funding Source:** Water-Sewer Enterprise Fund

**Background:**

As stated in the order, the City previously retained The Preo Group, LLC to develop and manage a program to correct continuing issues with the City's utility billing system. The recommended program involves three elements all of which are crucial to the success of the program. The success of the program will mean an end to issues that have plagued the City utility billing process since the Siemens Project.

The City is proposing to contract with Jacobs Engineering Group, LLC to provide the reorganization plan for WSBA. The City Administration felt it helpful to employ a local consultant familiar with City processes to coordinate the project. Crisler Clear Consulting, LLC proposes to provide the following scope of work for the reorganization project:

1. Work with the Vendor and WSBA to identify required resources for the City Team that will be responsible for completing the project;
2. Facilitation of required Meetings, Work Shops, and Presentations with the Vendor, WSBA, and other City Departments as required;

3. Work with WSBA Management and the Vendor as part of the team documenting the As-Is Organization and designing the To-Be Organization;
4. Provide a single point of contact for the Vendor for Coordination, Issue Resolutions, and Reporting;
5. Provide Position Analysis including market rates for new positions and current positions that are redefined by the reorganization process; and
6. Participate in the Program Steering Committee Meetings to provide updates to the Committee and the Mayor as needed.

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

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 8, 2021

DATE



POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRISLER CLEAR CONSULTING, LLC TO PROVIDE PROJECT COORDINATION AND JOB ANALYSES FOR THE REORGANIZATION PROJECT FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (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	3. Changes in City Government 7. Quality of Life
3.	Who will be affected	The employees of the Water-Sewer Business Administration Division and all of the City's utility customers and citizens
4.	Benefits	Will provide project coordination and job analyses for the Water-Sewer Business Administration reorganization
5.	Schedule (beginning date)	Work will begin upon execution of the agreement
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works and The Preo Group
8.	COST	Not to exceed \$50,000.00
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	\$7,000,000 Emergency Loan
10.	EBO participation	ABE _____ % WAIVER yes _____ N/A _____ AABE _____ % WAIVER yes _____ N/A _____ FBE _____ % WAIVER yes _____ N/A _____ HBE _____ % WAIVER yes _____ N/A _____ NABE _____ % WAIVER yes _____ N/A _____

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  
2/10/21

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRISLER CLEAR CONSULTING, LLC TO PROVIDE PROJECT COORDINATION AND JOB ANALYSES FOR THE REORGANIZATION PROJECT FOR THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

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

2/10/21  
DATE

## BUSINESS CONSULTING PROPOSAL

City of Jackson  
Office of the Mayor  
ATTN: Honorable Chokwe A. Lumumba  
201 E. President Street  
Jackson, MS 39201

Mayor Lumumba,

Thank you for the opportunity to consult on some of the challenges facing City of Jackson's Water Department. My goal is to help get the department back on track, so your citizens can be confident their waters services and billing are in good standing. You are already aware of my background as a former municipal official, policymaker, and consultant.

### PROJECT SUMMARY

This document shows the activities that will be carried out throughout the duration of the project.

Crisler Clear Consulting, LLC d/b/a The Crisler Group will assist the City of Jackson with the Reorganization of the Business Operations for WSBA, by objective setting the quality practices and processes of the project, through the actions and measures that are carried out by each Firm; to ensure the highest level of efficacy by providing the following deliverables:

1. Work with the Vendor and WSBA to identify required resources for the City Team that will be responsible for completing the project
2. Facilitation of required Meetings, Work Shops, and Presentations with the Vendor, WSBA, and other City Departments as required
3. Work with WSBA Management and the Vendor as part of the team documenting the As-Is Organization and designing the To-Be Organization
4. Provide a single point of contact for the Vendor for Coordination, Issue Resolutions, and Reporting
5. Provide Position Analysis including market rates for new positions and current positions that are redefined by the reorganization process.

6. Participate in the Program Steering Committee Meetings to provide updates to the Committee and the Mayor as needed

## **BACKGROUND**

The City of Jackson is Mississippi's State Capitol, and as such, is considered a municipal leader in innovation and quality public services. The City remains a State leader in its respective industries: government, education, and healthcare.

The City of Jackson's Water Department fuels the city's residents with clean, sustainable drinking water. But it also oversees connecting the City's buildings to that water, metering its usage, testing its quality, maintaining the sewer system, and assuring there is no contamination between the potable and non-potable water supplies.

The Water Department's mission is to produce high quality, safe water in adequate quantities to serve the needs of the customers within the area certificated to the City of Jackson; to distribute this water to these customers in a safe manner; and to collect wastewater from both retail and wholesale customers and treat the wastewater to make it safe to return to the river with minimum impact on the environment.

The goal is to perform these tasks in a manner that provides the customers with the services desired at an affordable price through systems that are reliable in their ability to perform their functions as designed. The City is also committed to having an accurate billing system.

While the department has managed to overcome numerous challenges over the last decade, the most significant issue pertains to inconsistent and underperforming billing system. At present, the City has incurred over \$2 million of uncollected water fees, just the past month alone. The need is clear; a comprehensive quality control plan is warranted.

## **BUSINESS CHALLENGE**

Unable to accurately track, calculate, and/or disseminate water bills to customers, resulting in millions of dollars in lost revenue.

## **PROJECT OBJECTIVES**

- A Reorganization of the WSBA to improve current performance and lay a foundation to take advantage of the new environments being implemented as part of the Program



CONSULTING RATES

Hourly rate consulting: \$150

On-site training: \$175

Strategy provision and documentation: \$50

This proposal is offered on a Time and Materials basis Not to Exceed a cost of \$50,000.

Marshand K. Crisler

Business Consultant

Main: [crisler@crislerclear.com](mailto:crisler@crislerclear.com)

Alternate: [mkccrisler@yahoo.com](mailto:mkccrisler@yahoo.com)

769-234-2850



**ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE  
THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC #1704996-P-6357-E 19 PENDING  
BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION**

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**WHEREAS**, on May 18, 2017 the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

**WHEREAS**, on May 18, 2017, a former officer of the Jackson Police Department sustained an injury to his ankle when he stepped into a hole while pursuing a suspect; and

**WHEREAS**, the claim was deemed to be compensable under the Mississippi Workers Compensation Act and medical and benefits for temporary total disability and also permanent partial disability were paid; and

**WHEREAS**, even though the City of Jackson was providing benefits, the former officer retained Chhabra and Gibbs law firm to represent him; and

**WHEREAS**, the firm filed a Petition to Controvert with the Mississippi Workers Compensation Commission on February 23, 2018; and

**WHEREAS**, the officer voluntarily resigned from the City of Jackson and is now employed with the Hinds County Sheriff's Department;

**WHEREAS**, the former officer had multiple surgical procedures, which were performed by Dr. Lori Reed, MD; and

**WHEREAS**, the former officer was assessed with a residual anatomical impairment but released to work without restrictions; and

**WHEREAS**, Section 71-3-15 of the Mississippi Code requires an employer to furnish medical, surgical, and other attendance or treatment, nurse and hospital service, medicine, crutches, artificial members, and other apparatus for such period as the process of recovery may require; and

**WHEREAS**, the City's obligation to provide medical treatment has not been extinguished despite the former officer's failure to seek medical treatment in recent months; and

**WHEREAS**, the Office of the City Attorney evaluated the former officer's potential claim for future medical treatment and advised Claimant's attorney that it would recommend that the claim be settled for \$5,000.00; and

**WHEREAS**, the sum of \$5,000.00 equates to \$116.00 a year for a period of 42 years which is the officer's estimated life expectancy and considers his present age of 29 and medical reports concerning his post traumatic condition; and

Agenda Item # **34**  
Agenda Date: February 16, 2021  
(HOWARD, LUMUMBA)

**WHEREAS**, the Office of the City Attorney received a communication from the former officer's attorney advising that his client would accept the offer and release the City from further liability for medical treatment arising out of the incident; and

**WHEREAS**, compromise and settlement of the claim is subject to the approval of the Mississippi Workers Compensation Commission; and

**WHEREAS**, the best interest of the City of Jackson would be served by compromising and settling the claim pending before the Commission for the sum of \$5,000.00; and

**WHEREAS**, compromising and settling the claim will extinguish the City's obligation to provide benefits of any kind as a result of the work related injury;

**IT IS HEREBY ORDERED** that subject to the approval of the Mississippi Workers Compensation Commission, the Office of the City Attorney is authorized to compromise and settle the employee's claim for benefits and medicals pending in MWCC #1704996-P-6357-E 19 for \$5,000.00.

**IT IS FURTHER HEREBY ORDERED** that the Office of the City Attorney and the Department of Finance and Administration shall be authorized to pay sums required by Orders of the Commission related to the settlement and to do those acts required to comply with the Mississippi Workers Compensation Act, the Mississippi Workers Compensation Commission, and the tenor of this order.

Lumumba, Howard

# M E M O R A N D U M

OFFICE OF THE CITY ATTORNEY



Office of the City Attorney  
(601) 960-1799

Privileged Communication

TO: Mayor Chokwe Lumumba

FROM: Timothy Howard

DATE: February 9, 2021

**RE: Settlement of Police Officer's Claim for Benefits and Medical Pursuant to Mississippi Workers Compensation Act**

---

The Order which accompanies this memo requests that the governing authorities approve the compromise and settlement of disability benefits and medicals which is pending before the Commission in **MWCC #1704996-P-6357-E 19**. Office of the City Attorney recommends that the claim be settled for the sum of \$5,000.00.

The City's exposure for disability benefits and future medical treatment will be extinguished by the compromise and settlement of the claim.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 9, 2021  
DATE

POINTS		COMMENTS																																																																						
1.	<b>Brief Description/Purpose</b>	Order Authorizes the Office of the City Attorney to settle and compromise a claim pending before the Mississippi Workers Compensation Commission for injury sustained by former law enforcement officer during the course of pursuing suspect on foot.																																																																						
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	No policy initiative – compromise and settlement of a claim against municipality under the Mississippi Workers Compensation Act																																																																						
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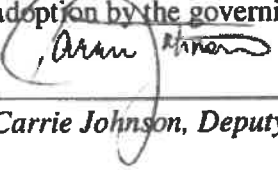
Office of the City Attorney  
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC 1704996-P-6357-E 19 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION has been reviewed by me and is legally sufficient for adoption by the governing authorities.

 2/9/2021  
\_\_\_\_\_  
Carrie Johnson, Deputy City Attorney





**ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE  
THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1404288-M-7671-E 24 PENDING  
BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION**

OFFICE OF THE CITY ATTORNEY  
Howard Lumumba  
Attorney

**WHEREAS**, on March 12, 2014, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

**WHEREAS**, on March 12, 2014, a 911 communications employee sustained an injury to her back, hip, leg, and wrist when she fell after her sweater became caught on a door which was propped open with a crash can; and

**WHEREAS**, the claim was deemed to be compensable under the Mississippi Workers Compensation Act and medical and benefits for temporary total disability were paid; and

**WHEREAS**, a dispute and controversy arose concerning the employee's continued disable status, and the employee initially retained The Franks Law Firm to represent her; and

**WHEREAS**, a Petition to Controvert was filed with the Mississippi Workers Compensation Commission; and

**WHEREAS**, the dispatcher resigned from the City of Jackson subsequent to receiving a statement from a physician indicating that her condition was permanent, and she would not be able to continue in gainful employment; and

**WHEREAS**, no surgical procedures were performed but medical records indicate that the former dispatcher has a chronic condition and residual impairment to the lower extremity arising out of the fall; and

**WHEREAS**, Section 71-3-15 of the Mississippi Code requires an employer to furnish medical, surgical, and other attendance or treatment, nurse and hospital service, medicine, crutches, artificial members, and other apparatus for such period as the process of recovery may require; and

**WHEREAS**, the former dispatcher is currently represented by attorney Willie Abston; and

**WHEREAS**, attorney Abston tendered a demand to compromise the claim for the sum of \$167,000.00 based on a contention that the former dispatcher was permanent and totally disabled; and

**WHEREAS**, the Office of the City Attorney advised attorney Abston that it would dispute permanent and total disability at a hearing on the merits and began negotiating with attorney Abston on a reasonable compromise; and

**WHEREAS**, the Office of the City Attorney advised attorney Abston that it would be amenable to recommending that the claim be settled for sum of \$70,700.00;

Agenda Item #40  
Agenda Date: February 16, 2021  
(HOWARD, LUMUMBA)

**WHEREAS**, the sum of \$70,700.00 was derived by multiplying the maximum number of weeks of compensation payable for loss of use of the lower extremity times two thirds of the average weekly of \$498.57 ( $\$498.57 \times .6667 \times \$175 = \$58,169.00$ ); and

**WHEREAS**, an additional sum of \$80.32 per month for a period of 13 years based on the Claimant's life expectancy;

**WHEREAS**, compromise and settlement of the claim is subject to the approval of the Mississippi Workers Compensation Commission; and

**WHEREAS**, the best interest of the City of Jackson would be served by compromising and settling the claim pending before the Commission for the sum of \$70,700.00; and

**WHEREAS**, compromising and settling the claim will extinguish the City's obligation to provide benefits of any kind as a result of the work related injury;

**IT IS HEREBY ORDERED** that subject to the approval of the Mississippi Workers Compensation Commission, the Office of the City Attorney is authorized to compromise and settle the employee's claim for benefits and medicals pending in MWCC # **1404288-M-7671-E 24** for a sum not to exceed \$70,700;

**IT IS FURTHER HEREBY ORDERED** that the Office of the City Attorney and the Department of Finance and Administration shall be authorized to pay sums required by Orders of the Commission related to the settlement and to do those acts required to comply with the Mississippi Workers Compensation Act, the Mississippi Workers Compensation Commission, and the tenor of this order.

Lumumba, Howard

# M E M O R A N D U M



Office of the City Attorney  
(601) 960-1799

Privileged Communication

TO: Mayor Chokwe Lumumba

FROM: Timothy Howard

DATE: February 9, 2021

**RE: Settlement of Former Employee's Claim for Benefits and Medical Pursuant to Mississippi Workers Compensation Act**

---

The Order which accompanies this memo requests that the governing authorities approve the compromise and settlement of disability benefits and medicals which is pending before the Commission in MWCC #1404288-M-7671-E 24. The Office of the City Attorney recommends that the claim be settled for the sum of \$70,700.00.

The City's exposure for disability benefits and future medical treatment will be extinguished by the compromise and settlement of the claim.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 9, 2021  
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Office of the City Attorney  
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC 1404288-M-7671-E 24 +PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION has been reviewed by me and is legally sufficient for adoption by the governing authorities.

*Carrie Johnson* 2/9/2021  
\_\_\_\_\_  
Carrie Johnson, Deputy City Attorney



**CITY OF JACKSON**

**RESOLUTION AUTHORIZING THE CITY OF JACKSON, MS, TO ENTER INTO, A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., ("USP") D/B/A/ SERVICE LINE WARRANTIES OF AMERICA ("SLWA") FOR ADVERTISEMENT TO THE CITY'S RESIDENTS OF WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES AND EXTERNAL SEWER LINES,**

**WHEREAS,** sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City; and

**WHEREAS,** City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan for their external water lines and external sewer lines

**WHEREAS,** Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained within the marketing agreement; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Jackson, MS enters into a three (3) year marketing agreement with Utility Service Partners Private Label, Inc., ("USP") D/B/A/ Service Line Warranties of America ("SLWA") to provide the National League of Cities Service Line Warranty Program.

Adopted by the City Council this      day of      by a vote of \_\_\_ ayes and \_\_\_ nays.

Agenda Item No . 41  
February 16, 2021  
(Banks)





## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the City of Jackson, Mississippi ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Property Owner"); and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "Product" and collectively, the "Products"); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

#### 2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("License") to use City's name and logo or other branding ("Marks"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data

for Property Owners in City is defined as "**Property Owner Data**". Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for five (5) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

6. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any

Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Mayor Chokwe Lumumba  
City of Jackson  
219 South President Street  
PO Box 17  
Jackson, MS 39205-0017  
Email: clumumba@jacksonms.gov  
Phone: (601) 960-1084

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
4000 Town Center Boulevard, Suite 400  
Canonsburg, PA 15317  
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-

party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Mississippi, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF JACKSON**

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Name:

Title:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

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Name: Michael Backus

Title: Chief Sales Officer

**Exhibit A**  
**NLC Service Line Warranty Program**  
**City of Jackson**  
**Term Sheet**  
**September 13, 2019**

I. Initial Term. Five years

II. License Conditions.

City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:

a. External water service line plan (initially, \$5.75 per month)

b. External sewer/septic line plan (initially, \$11.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

a. External water service line plan:

- Property Owner responsibility: From the meter and/or curb box to the external wall of the home.

- Covers well service lines if applicable.

b. External sewer/septic line plan:

- Property Owner responsibility: From the external wall of the home to the curb.

- Covers septic lines if applicable.

- Repairs for leaks and breaks identified by the utility or City as a source of contamination pursuant to a notice of violation.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND HINDS COUNTY, MISSISSIPPI, TO PROVIDE FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) TO HINDS COUNTY, MISSISSIPPI, TO ENGAGE DEPUTIES OF THE SHERIFF OF HINDS COUNTY TO ASSIST WITH PUBLIC SAFETY ACTIVITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI.**

WHEREAS, during the City Council meeting on October 13, 2020, the City of Jackson, by resolution (Item #65), declared a crisis of violence within the City of Jackson; and

WHEREAS, by way of the afore-mentioned resolution (Item #65) and another resolution, Item #66, passed during that same meeting, the City recognizes the fact that the Jackson Police Department (JPD) is presently understaffed and in need of tangible assistance; and

WHEREAS, pursuant to the afore-mentioned resolutions passed on October 13, 2020, and in consideration of the public health, safety and welfare of the citizens of the City of Jackson, the City should enter into an interlocal cooperative agreement with Hinds County, Mississippi to engage Deputies of the Sheriff of Hinds County, Mississippi to assist with public safety activities within the City of Jackson, Mississippi.; and

WHEREAS, under the proposed interlocal agreement the City of Jackson would provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi; and

WHEREAS, the proposed interlocal cooperative agreement would continue from the effective date as until such time as the crisis has been abated, the funds have been expended, and activities contemplated by the interlocal agreement have been completed.

THEREFORE, IT IS HEREBY ORDERED that pursuant to the Interlocal Cooperation Act of 1974 and other applicable law, the Mayor is authorized to execute an interlocal agreement between the City of Jackson, Mississippi and the Hinds County to provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi.

Agenda Item #42  
Agenda Date: February 16, 2021  
(STOKES)





ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
DECLARING THE JASCO LOCATION ON WOODROW WILSON DRIVE  
IN THE CITY OF JACKSON TO BE A PUBLIC NUISANCE AND  
THEREBY CLOSING SAID BUSINESS HEREBY DECLARED A PUBLIC  
NUISANCE

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

WHEREAS, the JASCO store location on Woodrow Wilson Drive in Jackson has been before the City Council for various reasons and has been the site of numerous murders and criminal activity over the years; and

WHEREAS, the City of Jackson has a duty to the general public and the citizens of the City of Jackson whose lives are placed in danger by the operation of this business; and

WHEREAS, the Jackson City Council by the passage of this Order seeks to 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 the JASCO location on Woodrow Wilson Drive in the City of Jackson to be a public nuisance and thereby closing said business hereby declared a public nuisance.

SO RESOLVED, this the \_\_\_\_ day of February, 2021.

Agenda Item No. 43  
Date: February 16, 2021  
BY: STOKES



ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING SETTLEMENT NEGOTIATION OF WATER BILL CLASS  
ACTION LAWSUIT AGAINST THE CITY OF JACKSON

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

WHEREAS, the City of Jackson is facing a lawsuit for a class action against the City of Jackson regarding water bill charges; and

WHEREAS, the City of Jackson has already settled one lawsuit with Siemens regarding the water bills; and

WHEREAS, the passage of this Order will encourage settlement negotiations to help in a resolution of the lawsuit, Clifton Jackson, et al vs The City of Jackson; and

WHEREAS, the Jackson City Council, by passage of this Order seeks to act in the best interest of the citizens of the City of Jackson.

NOW, THEREFORE, BE IT ORDERED, that the Jackson City Council hereby authorizes settlement negotiations of the water bill class action lawsuit against the City of Jackson.

SO ORDERED, this the \_\_\_\_ day of February, 2021.

Agenda Item No. 44  
Date: February 16, 2021  
BY: STOKES



**ORDER RESCINDING THE ORDINANCE THAT RENAMED SUNRAY DRIVE TO WILLIE LINDSEY JR. DRIVE.**

**WHEREAS**, on February 27, 2018, an item was placed on the Jackson City Council meeting agenda to rename Sunray Drive to Willie Lindsey Jr. Drive. The said item was referred to the planning committee; and

**WHEREAS**, on August 6, 2020, the Planning Committee of the City of Jackson voted unanimously to rename Sunray Drive to Willie Lindsey Jr Drive in honor of a beloved Jackson citizen and;

**WHEREAS**, it was later discovered that Sunray Drive was named after Mr. Ray Houseworth who was a member of the family that built the first house on that street and;

**WHEREAS**, Mr. Willie Lindsey Jr.'s family does not wish to take anything away from Mr. Ray Houseworth's legacy by renaming Sunray Drive to Willie Lindsey Jr. Drive.

**IT IS THEREFORE ORDERED** that the ordinance that renamed Sunray Drive to Willie Lindsey Jr. Drive be rescinded; changing the name back to Sunray Drive.

Agenda Item #45  
Agenda Date: February 16, 2021  
(STAMPS, LUMUMBA)



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI  
PROCLAIMING A LOCAL EMERGENCY AND DECLARING THE CITY OF JACKSON,  
MISSISSIPPI A DISASTER AREA FROM MARCH 16, 2020 AND GOING FORWARD.**

**WHEREAS**, on March 13, 2020, the President of the United States declared the ongoing COVID-19 outbreak a pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Sec. 5121-5207 (the “Stafford Act”); and

**WHEREAS**, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. Sec. 1601, *et seq.*, and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. Sec. 1320b-5), declared that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

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

**WHEREAS**, on March 16, the Mayor of the City of Jackson, Mississippi, pursuant to Section 45-17-3 of the Mississippi Code of 1972, as amended, executed and declared a civil emergency proclamation in the wake of the Coronavirus pandemic; and

**WHEREAS**, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and the City of Jackson, Mississippi significantly impacts the life and health of the citizens of the City of Jackson, as well as the economy of the City; and

**WHEREAS**, the risk of the spread of COVID-19 within the City of Jackson, Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within the City of Jackson; and

**WHEREAS**, Hinds County has the highest number of cases reported for COVID-19 in the State of Mississippi, at 415 as of April 25, 2020; and

**WHEREAS**, the City of Jackson is situated in Hinds County, Mississippi and may reasonably be presumed to have a substantial number of the cases reported for Hinds County, Mississippi; and

**WHEREAS**, Section 33-15-17(d) of the Mississippi Code of 1972, as amended, allows for a local emergency as defined in Section 33-15-5 – which expressly includes an epidemic – to be proclaimed by a governing body of a municipality; and

**WHEREAS**, the Jackson City Council finds that such local emergency exists within the geographical limits of the City of Jackson; and

**WHEREAS**, the emergency arising out of the public health crisis associated with COVID-19 continues to threaten the public health, safety, and welfare of the citizens of the City of Jackson.

**NOW THEREFORE, BE IT RESOLVED:**

1. Pursuant to Section 33-15-17(d) of the Mississippi Code of 1972, as amended, it is hereby resolved and proclaimed that a state of local emergency exists throughout the City of

Jackson, Mississippi, and the areas encompassed by the boundaries of the City of Jackson are hereby declared an area of local emergency and disaster beginning March 16, 2020.

2. Said local emergency and emergency disaster area are deemed to continue to exist and the Jackson City Council will review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated by the Jackson City Council.

Agenda Item #51

Agenda Date: February 16, 2021

(JACKSON CITY COUNCIL)