



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

CALL TO ORDER BY THE PRESIDENT
INVOCATION

1. **PASTOR JAMES SHOULDERS - RISING SUN M.B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

2. **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI NAMING THE SPLASH PAD AT THE PRESIDENTIAL HILLS II PARK "KINGSTON FRAZIER MEMORIAL SPLASH PAD" IN HONOR OF KINGSTON FRAZIER. (WARD 2) (HARRIS, LUMUMBA)**

REGULAR AGENDA

3. **CLAIMS (HORTON, LUMUMBA)**
4. **PAYROLL (HORTON, LUMUMBA)**
5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS, INC. FOR ANNUAL MAINTENANCE FOR THE AGENDA MANAGEMENT AND VIDEO SYSTEM. (HORTON, LUMUMBA)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TELESTAFF SYSTEM. (HORTON, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING. (HORTON, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO RETAIN THE LAW FIRMS: WINSTON J. THOMPSON III, PLLC, HAWKINS LAW, P.C. AND LIGHTFOOT, FRANKLIN & WHITE, LLC TO PURSUE CLAIMS RELATED TO THE ILLEGAL DUMPING OF WASTE INTO THE CITY OF JACKSON'S SEWER SYSTEM. (LUMUMBA)**

9. **ORDER AUTHORIZING SWEET UNKNOWN SOUTH, LLC, THE USE OF VARIOUS PERSONAL PROPERTY AND ACCESS TO CERTAIN REAL PROPERTY FOR THE PRODUCTION OF A FILM. (LUMUMBA)**
10. **ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DR. ALAN PENMAN TO SERVE AS EXPERT, HEALTH EFFECTS OF HEAT, ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED "GOING GREEN FOR A COOL, HEALTHY JACKSON" (CHJ). (KING, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI RELATED TO THE 2021 MUNICIPAL ELECTIONS. (A. HARRIS, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED SUBGRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC. (SSA) IN THE AMOUNT OF \$241,008.00 FOR THE CITY TO SPONSOR A SENIOR AIDES PROGRAM FOR 12 MONTHS FOR PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021 FOR THE 2020-2021 FISCAL YEAR. (KIDD, LUMUMBA)**
13. **ORDER AUTHORIZING PAYMENT TO BADGEPASS FOR THE JPD IDENTIFICATION UNIT ACCESS BADGE. (DAVIS, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT. (ALL WARDS) (OWENS, LUMUMBA)**
15. **ORDER AMENDING THE ACCEPTANCE OF ONE (1) BUSINESS CLASS INTERNET 200 SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI, AT THE GROVE PARK MUNICIPAL GOLF COURSE, TO OPERATE SECURITY CAMERAS. (WARD 4) (HARRIS, LUMUMBA)**
16. **ORDER ACCEPTING THE DONATION OF A METAL PARK BENCH WITH AN "IN LOVING MEMORY OF RON FELDER" PLAQUE FROM MARY SINK AND FAMILY, TO BE INSTALLED AT THE PARHAM BRIDGES PARK, LOCATED AT 5055 OLD CANTON ROAD, JACKSON, MISSISSIPPI. (WARD 1) (HARRIS, LUMUMBA)**
17. **ORDER AMENDING PRIOR ORDER OF JANUARY 5, 2021 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH NAVIRETAIL, LLC TO PROVIDE RETAIL RECRUITMENT SERVICES IN THE CITY OF JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)**
18. **FINAL ORDER GRANTING APPLICATION OF 225 EAST CAPITOL STREET HOTEL LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 225 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4. (HILLMAN, LUMUMBA)**

19. **FINAL ORDER GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4. (HILLMAN, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH MISSISSIPPI CENTER FOR POLICE & SHERIFFS 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)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HOPKINS CONSTRUCTION & MAINTENANCE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE DAVIS PLANETARIUM DEMOLITION PROJECT CITY PROJECT NO. (WARD 7) (WILLIAMS, LUMUMBA)**
22. **ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BAKER LPA GROUP, INC., FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR ADA RENOVATIONS AT THE ARTS CENTER OF MISSISSIPPI, CITY PROJECT NO. 17B7003.701. (WARD 7) (WILLIAMS, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904 SRF# DWI-L250008-02. (CITYWIDE) (WILLIAMS, LUMUMBA)**
24. **ORDER AUTHORIZING PAYMENT TO HINDS COUNTY FOR THE HINDS COUNTY LPA ROAD RESURFACING PROJECT, PROJECT NO. STP-0025-00(077) LPA/107056-700998. (WILLIAMS, LUMUMBA)**
25. **ORDER ACCEPTING THE BID OF FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT. (WARD 2) (WILLIAMS, LUMUMBA)**
26. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE HATHORN DRIVE BRIDGE REPLACEMENT PROJECT. (WARD 7) (WILLIAMS, LUMUMBA)**
27. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MUTUAL AID AGREEMENT WITH OTHER WATER AND WASTEWATER TREATMENT UTILITIES IN MISSISSIPPI THROUGH THE RURAL WATER EMERGENCY ASSISTANCE COOPERATIVE. (WILLIAMS, LUMUMBA)**
28. **ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WINTER ICE STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON FEBRUARY 22, 2021. (WILLIAMS, LUMUMBA)**

29. **ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S CLAIMS IN CITY OF JACKSON, MISSISSIPPI VS. JAXON ENERGY, LLC, ET AL., CIVIL ACTION NO. 3:20-CV-280 HTW-LRA, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI. (ALLEN, LUMUMBA)**
30. **ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "WAYNE E. FERRELL, JR.; AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CAUSE NO.: G2015-1162. (ALLEN, LUMUMBA)**
31. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF AND TO HONOR LANIER HIGH SCHOOL BOYS VARSITY BASKETBALL TEAM UPON CAPTURING THE 4A STATE CHAMPIONSHIP TITLE. (STOKES)**
32. **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)**
33. **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, STAMPS)**

DISCUSSION

34. **DISCUSSION: CCID (LUMUMBA)**
35. **DISCUSSION: CASA GRANDE (HILLMAN, LUMUMBA)**
36. **DISCUSSION: LANE CHAPEL CHRISTIAN METHODIST EPISCOPAL CHURCH (STOKES)**
37. **DISCUSSION: 1013 CARVER STREET (STOKES)**
38. **DISCUSSION: POLICE MISCONDUCT (REAL TIME CRIME CENTER) (STAMPS)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI NAMING THE SPLASH PAD AT THE PRESIDENTIAL HILLS II PARK "KINGSTON FRAZIER MEMORIAL SPLASH PAD" IN HONOR OF KINGSTON FRAZIER. (WARD 2)

WHEREAS, it is befitting for the City of Jackson to recognize, honor and celebrate individuals whose lives have had a significant and positive impact in the community; and

WHEREAS, the City of Jackson, through the Department of Parks and Recreation, has received requests from the Presidential Hills II Community to name the Splash Pad at the Presidential Hills II Park, the "Kingston Frazier Memorial Splash Pad"; and

WHEREAS, on May 18, 2017, 6-year old Kingston Frazier was kidnapped and murdered after the vehicle he was sleeping in was stolen from the parking lot of Kroger's Food Store on I-55 North Frontage Road in Jackson, Mississippi; and

WHEREAS, Kingston Frazier will forever be missed, but not forgotten, if the Splash Pad is named "Kingston Frazier Memorial Splash Pad", honoring him for many years to come.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, STATE OF MISSISSIPPI, AS FOLLOWS:

SECTION 1. The Splash Pad at the Presidential Hills II Park is hereby named the "Kingston Frazier Memorial Splash Pad".

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

SECTION 3. This ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code Annotated, as amended.

Intro to Ordinance #2

Date: March 16, 2021
By: (Harris, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03-09-20
DATE

POINTS		COMMENTS																																																		
1.	Brief Description	ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI NAMING THE 'SPLASH PAD AT THE PRESIDENTIAL HILLS II PARK "KINGSTON FRAZIER MEMORIAL SPLASH PAD" IN HONOR OF KINGSTON FRAZIER.																																																		
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Crime Prevention Neighborhood Enhancement Quality of Life																																																		
3.	Who will be affected	Patrons and family of Kingston Frazier.																																																		
4.	Benefits	Will bring fun and joy to youth, in a safe-protected environment.																																																		
5.	Schedule (beginning date)	Upon Council Approval																																																		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 2																																																		
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																		
8.	COST	\$150.00																																																		
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Department of Parks & Recreation – Account No. 005-501.10-6419.																																																		
10.	EBO participation	<table border="0"> <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> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
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NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											

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



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Dept. of Parks & Recreation
Date: March 5, 2021
Re: Kingston Frazier Memorial Splash Pad Ordinance

This an Ordinance of the Department of Parks and Recreation, City of Jackson, Mississippi naming the swimming pool at Presidential Hills II, in honor of Kingston Frazier.

The department, recommends this ordinance is passed.

Thank you.

IBHjr/pb

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS, INC.** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



DATE

Monica D. Allen
CITY ATTORNEY
3-11-21

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS FOR MAINTENANCE FOR THE AGENDA MANAGEMENT AND VIDEO SYSTEM.

OFFICE OF THE CITY ATTORNEY
3/11/2021

WHEREAS, on January 21, 2020, the Jackson City Council authorized the execution of a one-year agreement with Granicus to provide an appliance for video housing and playback, a Meeting Efficiency Suite, Government Transparency Suite, Open Platform Suite, Encoding appliance software and resultant maintenance on an annual basis, and

WHEREAS, the appliance provides for an easy way to create, track, and publish agenda items for City Departments and the City Council; and

WHEREAS, the aforementioned agreement, which contemplates access to the software and follow-on maintenance on a subscription basis, expired on December 31, 2020, and is currently due for renewal; and

WHEREAS, the need for continuous maintenance has been analyzed and the execution of an agreement with Granicus for continuous maintenance for this system is recommended; and

WHEREAS, Granicus offered to provide said maintenance for a three-year period in the amount of \$29,609.04 for Year 1 (1/1/2021 – 12/31/2021), \$31,681.67 for Year 2 (1/1/2022 – 12/31/2022), \$33,899.39 for Year 3 (1/1/2023 – 12/31/2023) total amount not to exceed \$95,190.10 for the three-year period to expire on December 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a three-year agreement with Granicus, 408 Saint Peter Street, Suite 600, Saint Paul, Minnesota 55102, for maintenance and support for the agenda management and video system at a cost of \$29,609.04 for Year 1 (1/1/2021 – 12/31/2021), \$31,681.67 for Year 2 (1/1/2022 – 12/31/2022), \$33,899.39 for Year 3 (1/1/2023 – 12/31/2023) total amount not to exceed \$95,190.10 for the three-year period to expire on December 31, 2023.

Agenda Item #5
Agenda Date: March 16, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**3/1/2021
DATE**

POINTS		COMMENTS			
1.	Brief Description	Purchase of a maintenance agreement from GRANICUS, Inc. for the meeting and agenda management system utilized by City Departments and the City Council.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government			
3.	Who will be affected	All Departments			
4.	Benefits	The software provides for an easy way to create, track, and publish agenda items for the City Council.			
5.	Schedule (beginning date)	Final date of execution by both parties.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration			
8.	COST	Not to exceed \$95,190.10			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund - Maintenance			
10.	EBO participation	ABE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		AABE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		WBE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		HBE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		NABE _____ %	WAIVER	yes ___	no ___
		N/A _____			

Department of Administration



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

MEMORANDUM

Date: March 1, 2021
To: Mayor Chokwe Antar Lumumba
From: LaaWanda Horton, Director of Administration
Subject: GRANICUS, Inc. Maintenance Agreement

The maintenance agreement with GRANICUS, Inc. has expired and is due for renewal. This agreement provides support for the agenda management and video solution system presently used by City Departments and the City Council. This particular software provides for an easy way to create, track, and publish agenda items for the City Council. The maintenance agreement for this software is crucial to ensure ongoing support and efficiency in automating the documenting of City Council meetings and City action taken.

Granicus offered to provide said maintenance for a three-year period in the amount of \$29,609.04 for Year 1 (1/1/2021 – 12/31/2021), \$31,681.67 for Year 2 (1/1/2022 – 12/31/2022), \$33,899.39 for Year 3 (1/1/2023 – 12/31/2023) total amount not to exceed \$95,190.10 for the three-year period to expire on December 31, 2023. It will be paid out of the Technology Fund.

LH/fkw

Granicus Proposal for Jackson MS

Granicus Contact

Name: Bernadette Foley

Phone: (651) 538-1366

Email: bernadette.foley@granicus.com

Proposal Details

Quote Number: Q-126672

Prepared On: 12/23/2020

Valid Through: 3/31/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 1/1/2021 - 12/31/2021

Contract End Date: 12/31/2023

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Meeting Efficiency Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$12,364.92
Peak Agenda Management	Annual	1 Each	\$15,960.12
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,284.00
		SUBTOTAL:	\$29,609.04

Remaining Period(s)

Solution(s)	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023
Meeting Efficiency Suite	\$0.00	\$0.00
SUBTOTAL:	\$31,681.67	\$33,899.39

Remaining Period(s)		
Solution(s)	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023
Government Transparency Suite	\$13,230.46	\$14,156.60
Peak Agenda Management	\$17,077.33	\$18,272.74
Open Platform Suite	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,373.88	\$1,470.05
SUBTOTAL:	\$31,681.67	\$33,899.39

Product Descriptions

Name	Description
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Meeting Efficiency Suite Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:

- Unlimited user accounts
- Unlimited meeting bodies
- Unlimited storage of minutes documents
- Access to the LiveManager software application for recording information during meetings
- Access to the Word Add-in software component for minutes formatting in MS Word if desired
- Up to one (1) MS Word minutes template (additional templates can be purchased if needed)

Government Transparency Suite Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.

Peak Agenda Management Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:

- Unlimited user accounts
- Unlimited meeting bodies and meeting types
- Access to up to one (1) Peak Agenda Management site

Product Descriptions

Name	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-126672 dated 12/23/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which volume based pricing is used and the volume has changed from the prior term without regard to the prior term's per-unit pricing.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Jackson MS

Signature:

Name:

Title:

Date:

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TELESTAFF SYSTEM is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



DATE

Monica D. Allen
CITY ATTORNEY
3/11/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TELESTAFF SYSTEM. (HORTON, LUMUMBA)

WHEREAS, Kronos Telestaff is an automated way to manage public safety schedules and communications. Prebuilt schedules and rosters can be utilized ensuring that staffing levels are always maintained and validated against specific rules; and

WHEREAS, the cost of renewal is \$33,945.60; and

WHEREAS, Immix Technology, Inc., is the sole provider of Kronos Telestaff maintenance support; and

WHEREAS, the maintenance needs for this system have been analyzed and the purchase of maintenance for this system is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a maintenance agreement with Immix Technology, Inc., at a cost of \$33,945.60 for the period beginning on the last date of execution by both parties and lasting through March 12, 2022.

Agenda Item #6
Agenda Date: March 16, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/3/2021
DATE

POINTS		COMMENTS
1.	Brief Description	Execute a maintenance agreement with Immix Technology, Inc., to provide ongoing maintenance for the Kronos Telestaff system.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government
3.	Who will be affected	All Departments
4.	Benefits	Immix Technology, Inc., will continue to provide maintenance support for the Kronos Telestaff software
5.	Schedule (beginning date)	Final date of execution by both parties.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration
8.	COST	\$33,945.60
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund - Maintenance
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Department of Administration



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

MEMORANDUM

Date: March 10, 2021
To: LaaWanda Horton, Director of Administration
From: Fredrick Wilson, Deputy Director (IT)
Subject: Kronos Telestaff Software Support Renewal

The City of Jackson purchased Kronos Telestaff software from Immix Technology, Inc ("Immix"). The City uses the Kronos Telestaff software for its timekeeping system.

Kronos Telestaff is an automated way to manage public safety schedules and communications. There are Prebuilt schedules and rosters being utilized ensuring that staffing levels are always maintained and validated against specific rules.

I recommend that we renew this support agreement.

LW/fkw

Sales Quotation

Fred Wilson
 City of Jackson
 Information Systems
 353 South Congress Street
 Jackson, MS 39201
 PH: 601.960.1395
 fwilson@city.jackson.ms.us

Contract No.: GS-35F-0265X
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1184215-J3W7L0
Quote Date: 2/10/2021
Expiration Date: 3/12/2021

Order Address:
 immixTechnology, Inc.
 8444 Westpark Drive, Suite 200
 McLean, VA 22102
 PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Mohan, Vinu
 Vinu.Mohan@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6107879

Manufacturer Contact: Kelly, Jennifer
 jennifer.kelly@kronos.com

PLEASE NOTE THAT THE AMOUNT SHOWN IN THE 'PRICE' COLUMN OF THIS QUOTE FOR LINES 1 IS THE MONTHLY 'PER UNIT' ITEM FEE, MULTIPLIED BY THE DURATION BEING QUOTED.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8804488-000-BUNDLE-SAAS	GS-35F-0265X	XAAS	Workforce TeleStaff Enterprise v6 BUNDLE (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee per Month - NOTE: ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS (340 Lic per Month)** TRUSTED PRODUCT **	340	\$99.8400	\$33,945.60
Period of Performance: 5/7/2021 to 5/6/2022.							
ANYTHING AS A SERVICE							\$33,945.60
Grand Total							\$33,945.60

SID: 6107879
 POP: 5/07/2021 - 5/06/2022

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at: http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



DATE

Monica D. Allen
OFFICE OF THE CITY ATTORNEY
3/11/24

OFFICE OF THE CITY AT-LARGE
MAYOR
3/17/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM. (HORTON, LUMUMBA)

WHEREAS, the City of Jackson purchased Kronos software from Immix Technology, Inc.; and

WHEREAS, the City of Jackson uses the Kronos software for its timekeeping system; and

WHEREAS, the maintenance agreement for the Kronos software expires on March 10, 2021 and will need to be renewed; and

WHEREAS, the cost of renewal is \$106,540.58; and

WHEREAS, Immix Technology, Inc., is the sole provider of Kronos maintenance support; and

WHEREAS, the maintenance needs for this system have been analyzed and the purchase of maintenance for this system is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a maintenance agreement with Immix Technology, Inc., at a cost of \$106,540.58 for the period beginning on the last date of execution by both parties and lasting through March 10, 2022.

Agenda Item #7
Agenda Date: March 16, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/3/2021

DATE

POINTS		COMMENTS																																																																						
1.	Brief Description	Execute a maintenance agreement with Immix Technology, Inc., to provide ongoing maintenance for the Kronos system.																																																																						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government																																																																						
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7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration																																																																						
8.	COST	\$106,540.58																																																																						
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund - Maintenance																																																																						
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____						AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____						WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____						HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____						NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____					
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Department of Administration



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

MEMORANDUM

Date: March 10, 2021
To: LaaWanda Horton, Director of Administration
From: Fredrick Wilson, Deputy Director (IT)
Subject: Kronos Software Support Renewal

The City of Jackson purchased Kronos software from Immix Technology, Inc ("Immix"). The City uses the Kronos software for its timekeeping system.

The maintenance agreement on the Kronos software expires on March 10, 2021 and must be renewed. Immix is the sole provider of maintenance support for Kronos and the cost associated with renewal is \$106, 540.58.

The maintenance support agreement for this software will benefit all City departments by ensuring that our Kronos system is running at optimal performance levels.

I recommend that we renew this support agreement.

LW/fkw

Sales Quotation

Fred Wilson
City of Jackson
Information Systems
353 South Congress Street
Jackson, MS 39201
PH: 601.960.1395
fwilson@city.jackson.ms.us

Contract No.: GS-35F-0265X
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1191719-S6S7C9
Quote Date: 3/10/2021
Expiration Date: 6/1/2021

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Outsama, Tony
+1 703-712-4998 Tony.Outsama@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6107879

Manufacturer Contact: Paquette, Mariama
978.947.7320 Mariama.Paquette@Kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604315-001GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines** TRUSTED PRODUCT **	1	\$2,669.9700	\$2,669.97
Period of Performance: 6/26/2021 to 6/25/2022.							
2	8800175-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	2750	\$7.9700	\$21,917.50
Period of Performance: 6/26/2021 to 6/25/2022.							
3	8800177-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	2300	\$5.8600	\$13,478.00
Period of Performance: 6/26/2021 to 6/25/2022.							
4	8800178-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	250	\$64.9900	\$16,247.50
Period of Performance: 6/28/2021 to 6/25/2022.							
5	8800183-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Absence Manager V8 - per employee** TRUSTED PRODUCT **	2300	\$7.3000	\$16,790.00
Period of Performance: 6/26/2021 to 6/25/2022.							
6	8800185-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	2750	\$1.2100	\$3,327.50
Period of Performance: 6/26/2021 to 6/25/2022.							
7	8800187-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	500	\$1.0600	\$530.00
Period of Performance: 6/26/2021 to 6/25/2022.							
8	8800188-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	250	\$8.6600	\$2,165.00
Period of Performance: 6/26/2021 to 6/25/2022.							
Group Total:							\$77,125.47

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
9	99X9000-001	GS-35F-0265X	HW MNT	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, STANDARD, B/C** TRUSTED PRODUCT **	48	\$229.2000	\$11,001.60
Period of Performance: 6/26/2021 to 6/25/2022.							
10	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange Maintenance for KRONOS INTOUCH 9000 H2,STANDARD,KR B/C** TRUSTED PRODUCT **	9	\$229.2000	\$2,062.80
Period of Performance: 6/26/2021 to 6/25/2022.							
11	99X9000-028	GS-35F-0265X	HW MNT	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange** TRUSTED PRODUCT **	11	\$229.2000	\$2,521.20
Period of Performance: 6/26/2021 to 6/25/2022.							
12	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange Maintenance for KRONOS INTOUCH 9100 H4,STANDARD,KR B/C** TRUSTED PRODUCT **	4	\$71.3700	\$285.48
Period of Performance: 3/4/2022 to 6/25/2022.							
13	99X9020-001	GS-35F-0265X	HW MNT	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option** TRUSTED PRODUCT **	64	\$96.5100	\$6,176.64
Period of Performance: 6/26/2021 to 6/25/2022.							
14	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for H1/H2/H3 INTOUCH** TRUSTED PRODUCT **	6	\$96.5100	\$579.06
Period of Performance: 6/26/2021 to 6/25/2022.							
15	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for InTouch H3 / H4 Depot Exchange** TRUSTED PRODUCT **	4	\$30.0500	\$120.20
Period of Performance: 3/4/2022 to 6/25/2022.							
Group Total:							\$22,746.98
16	ED-SUBSCRIPTION - 2501-5000	GS-35F-0265X	TR	KnowledgePass Ed Services Subscription 2501-5000 (POP 6.26.2021 - 6.25.2022)** TRUSTED PRODUCT **	1	\$6,668.1300	\$6,668.13
Group Total:							\$6,668.13

HARDWARE MAINTENANCE	\$22,746.98
SW MAINTENANCE	\$77,125.47
TRAINING	\$6,668.13
Grand Total	\$106,540.58

IM97973 - SID 6107879
POP 6.26.2021 - 6.25.2022

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

ORDER AUTHORIZING THE MAYOR TO RETAIN THE LAW FIRMS: WINSTON J THOMPSON III, PLLC, HAWKINS LAW, P.C. AND LIGHTFOOT, FRANKLIN & WHITE, L.L.C. TO PURSUE CLAIMS RELATED TO THE ILLEGAL DUMPING OF WASTE INTO THE CITY OF JACKSON'S SEWER SYSTEM

OFFICE OF THE CITY ATTORNEY
Winston J. Thompson
March 16, 2021

WHEREAS, the governing authorities for the City of Jackson are aware that Gold Coast Commodities Inc., Partridge-Sibley Industrial Services, Inc., PSI-GA LLC, and Walker Environmental Services were the subject of investigations by state and federal authorities pertaining to the dumping and disposal of waste products contrary to state or federal law; and

WHEREAS, the City of Jackson may have suffered harm as a result of the activities of Gold Coast Commodities Inc., Partridge-Sibley Industrial Services, Inc., PSI-GA LLC, and Walker Environmental Services conduct; and

WHEREAS, the City of Jackson believes that the best interest of the municipality would be served by retaining counsel to investigate and pursue claims related to the illegal dumping of waste in the City of Jackson's sewer system; and

WHEREAS, Winston Thompson is a local attorney in the City of Jackson, Mississippi and officer in the firm of Winston J. Thompson, III PLLC whose principal office address is 626 North State Street, Ste. 303, Jackson Mississippi;

WHEREAS, John F. Hawkins is a local attorney and officer in the firm of Hawkins Law P.C., whose principal office address is 308 East Pearl Street, Ste. 102, Jackson, Mississippi according to the Mississippi Secretary of State; and

WHEREAS, Lightfoot Franklin and White LLC, is a limited liability company organized in the state of Alabama with an address of 400 20th Street, Birmingham AL according to the Alabama Secretary of State; and

WHEREAS, the Mayor recommends that the aforementioned firms be retained to investigate and pursue claims against Gold Coast Commodities Inc., Partridge-Sibley Industrial Services, Inc., PSI-GA LLC, and Walker Environmental Services, any officers, agents, affiliates, or employees for harm caused by its illegal activities which have been the subject of state and federal investigation and prosecution; and

WHEREAS, the Mayor and firms collectively entered into contract negotiations; and

WHEREAS, the firms are amenable to investigating and pursuing the claims on a contingency fee basis;

WHEREAS, the firms collectively will be paid a fee of 25% from the *net* recovery obtained and will advance expenses for travel, court reporter fees, depositions, postage, filing fees and other costs associated with the investigation and prosecution of the claim; and

WHEREAS, net recovery is defined to mean the total or gross recovery obtained less the expenses incurred; and

WHEREAS, gross recovery includes cash recovery and the fair market value of software, material or services received as part of the settlement; and

WHEREAS, the expenses will be reimbursed from the gross recovery obtained; and

Agenda Item #8
Agenda Date: March 16, 2021
(LUMUMBA)

WHEREAS, expenses will not be reimbursed if there is no recovery; and

WHEREAS, if the City terminates the agreement in good faith, dismisses or ceases to prosecute the lawsuit, the City will be required to reimburse the firms for expenses and pay the firms for time expended on the lawsuit at the standard hourly rate of the firms;

WHEREAS, the standard hourly rate of Lightfoot Franklin and White LLC is \$705.00; and

WHEREAS, the standard hourly rate of Hawkins Law P.C. is \$400.00; and

WHEREAS, the standard hourly rate of Winston J. Thompson, III PLLC is \$400.00;

WHEREAS, the best interest of the City of Jackson would be served by retaining the firms and entering into a contract providing for the collective investigation pursuit and prosecution of the claims;

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute a contingency fee agreement with **WINSTON J THOMPSON III, PLLC, HAWKINS LAW, P.C. AND LIGHTFOOT, FRANKLIN & WHITE LLC** for the purposes stated in this order.

Lumumba

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RETAIN THE LAW FIRMS: WINSTON J THOMPSON III, PLLC, HAWKINS LAW, P.C. AND LIGHTFOOT, FRANKLIN & WHITE, L.L.C. TO PURSUE CLAIMS RELATED TO THE ILLEGAL DUMPING OF WASTE INTO THE CITY OF JACKSON'S SEWER SYSTEM is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Deputy City Attorney

2/24/21

Date

OFFICE OF THE CITY ATTORNEY
3/11/21

ORDER AUTHORIZING SWEET UNKNOWN SOUTH, LLC THE USE OF VARIOUS PERSONAL PROPERTY AND ACCESS TO CERTAIN REAL PROPERTY FOR THE PRODUCTION OF A FILM.

WHEREAS, Sweet Unknown South, LLC ("Sweet Unknown South") is a Mississippi Limited Liability Company (BID #1217573) duly formed in the State of Mississippi, for the expressed purpose of movie and film production; and

WHEREAS, the governing authorities finds it to be in the best interest of the City of Jackson to attract, support and promote the production of quality films in the City; and

WHEREAS, Sweet Unknown South is focused on socially conscious productions as an independent studio, and is rooted in the mission of growing the film industry in Mississippi; and

WHEREAS, Sweet Unknown South is in the process of producing a film in which the backdrop of certain scenes will be a shooting range. Further, certain scenes in the movie require the use of vehicles staged as law enforcement vehicles; and

WHEREAS, Sweet Unknown South has requested the use of the City of Jackson's shooting range on or about, Sunday, March 23, 2021, to film scenes for its movie; and

WHEREAS, Sweet Unknown South has requested the use of approximately 30 non-working and out-of-service police vehicles of *de minimis* value to use as props in its movie, with the producer bearing the costs of transporting said vehicles; and

WHEREAS, it is in the best interest of the City of Jackson that it grants Sweet Unknown South the use of the City's shooting range on, or about, Sunday March 28, 2021, provided the production company adheres to all of the safety rules and regulations of the shooting range.

IT IS HEREBY ORDERED that City of Jackson, Mississippi grants Sweet Unknown South the use of the City's shooting range on or about, Sunday March 28, 2021, provided the production company adheres to all of the safety rules and regulations of the shooting range and bears all other expenses relating to the use of the property.

IT IS FURTHER ORDERED that the City of Jackson grants the use of 30, more or less, non-working and out-of-service police vehicles of *de minimis* value to use as props in its movie for the tentative dates of March 31, 2021, April 19, 2021 and April 20, 2021, with the producer bearing the costs of transporting said vehicles.

IT IS FURTHER ORDERED that Sweet Unknown South must adhere to all other laws, ordinances, and regulations that may tangential to its production (i.e., permits, licensing, street closures, etc.).

IT IS FINALLY ORDERED that the Mayor, or his legally authorized designee, is authorized to execute any and all documents necessary and in furtherance of this order provided there be no additional costs to the City of Jackson.

Agenda Item #9
Agenda Date: March 16, 2021
(LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING SWEET UNKNOWN SOUTH, LLC THE USE OF VARIOUS PERSONAL PROPERTY AND ACCESS TO CERTAIN REAL PROPERTY FOR THE PRODUCTION OF A FILM is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



DATE

OFFICE OF THE CITY ATTORNEY
3/11/21

ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DR. ALAN PENMAN TO SERVE AS EXPERT, HEALTH EFFECTS OF HEAT, ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED "GOING GREEN FOR A COOL, HEALTHY JACKSON" (CHJ).

OFFICE OF THE CITY ATTORNEY
Chad
3/11/21

WHEREAS, on January 19, 2021, the Jackson City Council ("City Council") approved the following Order: **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DR. ALAN PENMAN TO SERVE AS EXPERT, HEALTH EFFECTS OF HEAT ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED "GOING GREEN FOR A COOL, HEALTHY JACKSON (CHJ);** and

WHEREAS, since that time, Dr. Alan Penman made the City of Jackson, Mississippi aware of his request that all payments be made to his employer, the University of Mississippi Medical Center (UMMC), instead of directly to him as specified in the above referenced Order and approved by the City Council.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Agreement with the University of Mississippi Medical Center, to make payments thereto for the services rendered by its employee, Dr. Alan Penman, who is serving as Consultant on the Robert Wood Johnson Foundation funded project awarded to Jackson, entitled "Going Green for a Cool, Healthy Jackson".

Agenda Item #10
Agenda Date: March 16, 2021
(KING, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 10, 2021

POINTS		COMMENTS						
1.	Brief Description/Purpose							
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DR. ALAN PENMAN TO SERVE AS EXPERT, HEALTH EFFECTS OF HEAT, ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED "GOING GREEN FOR A COOL, HEALTHY JACKSON" (CHJ).						
3.	Who will be affected	City of Jackson residents and businesses						
4.	Benefits	Healthy Citizens, Economic Development,						
5.	Schedule (beginning date)	Upon Approval						
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide						
7.	<input type="checkbox"/> Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	CAO						
8.	COST	\$45,000 over three (3) years						
9.	<input type="checkbox"/> Source of Funding <ul style="list-style-type: none"> ▪ General Fund X ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other 							
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>

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 ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DR. ALAN PENMAN TO SERVE AS EXPERT, HEALTH EFFECTS OF HEAT, ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED "GOING FOR A COOL, HEALTHY JACKSON" (CHJ)** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



DATE

FILED IN THE CITY ATTORNEY
3/11/21

OFFICE OF THE CITY ATTORNEY
3/16/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI RELATED TO THE 2021 MUNICIPAL ELECTIONS.

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

WHEREAS, the City of Jackson’s 2021 Municipal Elections will take place, as specified by statute, on the following dates: Primary Election – April 6, 2021; Run-off Election – April 27, 2021 if needed; and General Election – June 8, 2021; and

WHEREAS, Hinds County, Mississippi owns the necessary voting equipment and accessories to properly conduct the 2021 Municipal election and is the body that must enter certain pertinent information into the Statewide Election Management System (“SEMS”); and

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

WHEREAS, Hinds County, Mississippi will provide said services in an amount not to exceed One Thousand Two Hundred Fifty Dollars (\$1,250.00); Five Hundred Dollars (\$500.00) for the April 6, 2021 Primary, Two Hundred Fifty (\$250.00) for the April 27, 2021 Primary Run-off if needed and Five Hundred Dollars (\$500.00) for the June 8, 2021 General Election.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute an agreement with the Hinds County, Mississippi for the use of voting equipment and accessories in an amount not to exceed One Thousand Two Hundred Fifty Dollars (\$1,250.00) for the municipal election.

Agenda Item #11

Date: March 16, 2021
By: A. Harris, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 10, 2021
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Agreement with Hinds County, Mississippi to provide the City of Jackson with equipment and accessories for the upcoming 2021 Municipal Election																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows the Department of Municipal Clerk and the Municipal Election Commissioners to utilize the necessary equipment and accessories to conduct the 2021 Municipal elections for the following: April 6, 2021-Primary Election April 27, 2021- Primary Run-off Election June 8, 2021-General Election																																													
3.	Who will be affected	Governing Authorities and City of Jackson residents																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon Approval																																													
6.	Location: <input type="checkbox"/> WARD <input type="checkbox"/> CITYWIDE (yes or no) (area) <input type="checkbox"/> Project limits if applicable	City Wide																																													
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Municipal Clerk																																													
8.	COST	Not to exceed \$1,250.00																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	General Fund- 001428206419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							

**2021 MUNICIPAL PRIMARY AND GENERAL ELECTION CONTRACT
BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND
HINDS COUNTY, MISSISSIPPI**

WHEREAS, the City of Jackson, Mississippi ("City of Jackson"), has requested the assistance of Hinds County with the 2021 Municipal Primary and General Elections, for use of county equipment, along with performing other duties prescribed by statute; and

WHEREAS, said services are needed for the primary and general elections to be held on April 6th, April 27th and June 8th, 2021.

THEREFORE, in light of the 2021 Municipal Elections, the parties agree to the following provisions:

- Hinds County, Mississippi ("Hinds County"), by and through the Hinds County Circuit Clerk will make available immediately to the City of Jackson all related and necessary election equipment/accessories, including, but not limited to: 113 DS200's with keys for election central, 2 DS200's used for training, 84 Express Vote with tables and keys, 83 blue rolling ballots bags, 83 red rolling ballot bags, 83 media bags, 83 small blue affidavits bags, 83 small red affidavit bags, voting partition dividers with privacy sleeves, ADA ramps, voting yard signs and pens.
- The City of Jackson assumes all responsibility for destruction, negligence or any other damage to County equipment and agrees to indemnify, hold harmless and otherwise fully compensate the County for any claims and losses, to the extent allowable by Mississippi Law.
- Upon completion of the usage of said equipment, the City of Jackson agrees to remit to Hinds County the amount of One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00) for usage of equipment provided during the 2021 Municipal Primary, Runoff and General Elections on April 6th, April 27th and June 8, 2021. Payment will be made to the Hinds County Chancery Clerk.

IN WITNESS THEREOF, the parties have executed this Agreement on the _____ day of March, 2021.

CITY OF JACKSON, MISSISSIPPI

ATTEST:

Chokwe Antar Lumumba, Mayor

Angela Harris, City Clerk

HINDS COUNTY, MISSISSIPPI

ATTEST:



Credell Calhoun, Board President



Eddie Jean Carr, Chancery Clerk

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI RELATED TO THE 2021 MUNICIPAL ELECTIONS is legally sufficient for placement in NOVUS Agenda.



Monica Allen, *Interim City Attorney*



Date

RECEIVED THE CITY ATTORNEY
3/10/21

ORDER AUTHORIZING MAYOR TO EXECUTE AN AMENDED SUBGRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC. (SSAI) IN THE AMOUNT OF \$241,008.00 FOR THE CITY TO SPONSOR A SENIOR AIDES PROGRAM FOR 12 MONTHS FOR PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021 FOR THE 2020-2021 FISCAL YEAR.

OFFICE OF THE CITY CLERK
3/16/21

WHEREAS, the City of Jackson has implemented a Senior AIDES Program since 1972; and

WHEREAS, the Senior AIDES Program offers part-time employment training opportunities to low income individuals fifty five (55) years of age or older; and

WHEREAS, the City has been awarded \$241,008.00 in grant funding to further the Senior AIDES Program for a twelve month period beginning July 1, 2020 through June 30, 2021 for fiscal year 2020 - 2021; and

WHEREAS, a match of \$31,050.00 is required from the City of Jackson; and

WHEREAS, the program will enroll senior citizens in a four county service area: Hinds, Rankin, Scott, and Warren.

THEREFORE, BE IT ORDERED that the Mayor be authorized to execute an amended subgrant agreement with SSAI for additional funding in the amount of \$241,008.00 for a twelve month period beginning July 1, 2020 through June 30, 2021 to sponsor a Senior AIDES Program for the 2020-2021 fiscal year.

Agenda Item #12
Agenda Date: March 16, 2021
(KIDD, LUMUMBA)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01-22-2021
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Order authorizes Mayor to amend subgrant agreement with Senior Service America for grant to provide employment opportunities for persons age 55 and older in selected counties.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																													
3. Who will be affected	Seniors in Hinds, Rankin, Warren, and Scott County who are 55 years of age or older with incomes within 125% of the poverty level are affected.																																													
4. Benefits	Seniors are afforded an opportunity to supplement their incomes and receive training for employment.																																													
5. Schedule (beginning date)	July 1, 2020 – June 30, 2021																																													
6. Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	City of Jackson is the program sponsor; however, participants are residents of Hinds, Rankin, Scott, and Warren, County. A majority of the program participants are residents of Hinds County.																																													
7. Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Human and Cultural Services Senior Services Division																																													
8. COST	\$ 272,058																																													
9. Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	General Fund \$31,050.00 Grant \$241,008.00																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						

MEMORANDUM

TO: The Honorable Chokwe Antar Lumumba
Mayor

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

DATE: January 22, 2021

SUBJECT: ORDER AUTHORIZING MAYOR TO AMEND SUBGRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC. FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

This Order authorizes you to amend a subgrant agreement with Senior Service America for the period July 1, 2020 – June 30, 2021 for funding related to the employment and provision of training opportunities to individuals fifty five (55) years of age and older in Hinds, Warren, Scott, and Rankin counties who meet certain economic criteria.

The City has been awarded an additional \$241,008.00 in grant funding for the Senior AIDES Program for a twelve month period beginning July 1, 2020 through June 30, 2021. The City must provide a match of \$31,050.00.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING MAYOR TO EXECUTE AN AMENDED SUBGRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC. (SSAI) IN THE AMOUNT OF \$241,008.00 FOR THE CITY OF SPONSOR A SENIOR AIDES PROGRAM FOR 12 MONTHS FOR PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021 FOR THE 2020-2021 FISCAL YEAR is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Monica D. Allen, Special Assistant 



DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT TO BADGEPASS FOR THE JPD IDENTIFICATION UNIT ACCESS BADGE.

WHEREAS, the Jackson Police Department's Identification Unit uses equipment that requires special software servicing to continue to operate; and

WHEREAS, the City of Jackson Police Department's Identification Unit uses scan badges to control the access to JPD Headquarters; and

WHEREAS, BadgePass has provided continue maintenance/upgrades to the software system.

IT IS, THEREFORE, ORDERED that payment be made to BadgePass for the services rendered in the amount of \$450.00.

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

APPROVED FOR AGENDA:

Agenda Item #13
Agenda Date: March 16, 2021
(DAVIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 6, 2021
DATE

POINTS		COMMENTS									
1.	Brief Description/Purpose	Order Authorizing Payment To BadgePass For The JPD Identification Unit Access Badge.									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.									
3.	Who will be affected	City Staff and Law Enforcement Personnel.									
4.	Benefits	Police Department Headquarters									
5.	Schedule (beginning date)	10/28/2020 To 02/28/2021									
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE									
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department									
8.	COST	\$450.00									
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund									
10.	EBO participation	ABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	___


Jackson Police Department



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

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police 

Date: January 7, 2021

Subject: ORDER AUTHORIZING PAYMENT TO BADGEPASS FOR THE
JPD IDENTIFICATION UNIT ACCESS BADGE

It is my recommendation that the City of Jackson, Mississippi enter into an Order Authorizing Payment to Badgepass for the JPD Identification Unit Access Badge. The Jackson Police Department's Identification Unit uses equipment that requires special software and hardware to continue to operate. It also requires a special software service upgrade agreement for one year.

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


Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO BADGEPASS FOR THE JPD IDENTIFICATION UNIT ACCESS BADGE** is legally sufficient for placement in NOVUS Agenda.


Timothy Howard, *City Attorney*

James Anderson, *Deputy City Attorney* 


Date

OFFICE OF THE CITY ATTORNEY 

Batch # 5379



280 Trace Colony Park Ridgeland, MS 39157
P: 601-499-2131 F: 601-856-2823



CONTRACT INVOICE

Invoice Number: INV58830
Invoice Date: 9/3/2020
Account Number: CO06-002
Balance Due: \$450.00

Bill To: City of Jackson - Police Dept
Finance Divison/Accts Payable
P.O. Box 17
Jackson, MS 39205-0017

Customer: City of Jackson - Police Dept
327 East Pascagoula Street
Jackson, MS 39201

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
CO06-002	Net 15 Days	9/18/2020	\$ 450.00	\$ 450.00	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
26111-07	David Marais 601-960-1250	\$ 450.00	renewal	10/28/2020	10/27/2021
Contract Remarks					
BadgePass server with one Identity Manager Device License This agreement provides one year of Phone and Remote support for all Software components listed as well as access to the latest versions of BadgePass software.					

Summary:

Contract base rate charge for the 10/28/2020 to 10/27/2021 billing period	\$450.00 *
*Sum of equipment base charges	<u>\$450.00</u>

Detail:

Item/Services Included under this contract

Description	Quantity	Base Charge	Location
BIM011001 / BadgePass IM Device License (1 per workstation)	1	\$0.00	City of Jackson - Police Dept 327 East Pascagoula Street Jackson, MS 39201

Equipment included under this contract

BadgePass / BadgePass Server

Number	Serial Number	Base Charge	Location
13731(0)	82109056706	\$450.00	City of Jackson - Police Dept 327 East Pascagoula Street Jackson, MS 39201

001-442200-419

Thank you for choosing BadgePass, Inc. for your identification needs!

Invoice SubTotal	\$450.00
Tax:	\$0.00
Invoice Total	\$450.00
Balance Due:	\$450.00



Dear Customer:

Enclosed is a Service Agreement invoice for your software. Purchase of this agreement will insure that there is no lapse in maintaining your software support and will assure you're receiving the care required for smooth operations.

If we do not receive payment for the renewal invoice by the "Effective Date", the agreement will be cancelled, and the software will be placed on a non-maintenance status. Additionally, if the renewal date has passed and we do not have a paid invoice and you wish to reinstate your software agreement, you may be required to pay a reactivation fee to restart support.

We feel that having a Service Agreement is a good investment; however, for our clients without service agreements, the following rate schedule applies. Our charge for Non-contract service calls is \$150.00 per hour for remote service and if required \$200.00 per hour for travel time and labor, plus parts.

We appreciate your past business and look forward to serving you in the future. Should you have any questions, please do not hesitate to reach out to me at the phone number or email below.

Sincerely,

Stevee Stidham
stevee.stidham@badgepass.com
405-528-8881

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

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

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

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

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

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

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

WHEREAS, the anticipated date for commencement of the field delivery program is March 22–26, 2021; and

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

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

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

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

(4) All documents and curriculum furnished 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

Agenda Item #14
Agenda Date: March 16, 2021
(OWENS, LUMUMBA)

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

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

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

(8) The Jackson Fire Department will have a total of five (5) students participating. There is no charge (GRANT FUNDED);

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

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the MOU with the Mississippi State Fire Academy for the delivery course anticipated to commence on March 22-26, 2021;

Item No. _____

Agenda Date: _____

By: Lumumba, Owens

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 5, 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 SERVICES ASSOCIATED WITH NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Citizens of Jackson and Metro Area
4.	Benefits	To provide exceptional emergency response to citizens and visitors
5.	Schedule (beginning date)	After council approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	ALL WARDS CITY WIDE
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	JACKSON FIRE DEPARTMENT
8.	COST	\$0.00
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	GRANT FUNDED

Memorandum

TO: Chokwe Antar Lumumba, Mayor City of Jackson

FR: Willie Owens, Fire Chief *WO*

RE: MOU with MSFA to conduct NFPA 1072 F Course

DA: March 5, 2021

The Mississippi State Fire Academy will conduct an NFPA 1072 F Course for new recruits. The MSFA staff will provide testing to the Jackson Fire Department commencing on March 22-26, 2021.

The service fee is \$0.00 (Grant Funded). The maximum number of students is 15 (exceeded due to COVID). The Jackson Fire Department has a total of five (5) students participating.

WO/ss



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 22-26, 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 1072 F. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations.

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

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

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

Minimum Number: currently removed due to COVID Maximum Number: 15 (exceeded due to COVID)

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

Jackson FD 5 - Students

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

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

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

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

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

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

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

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

7. INSURANCE:

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

8. GOVERNING LAW:

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

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

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

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

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

PARTIES IN AGREEMENT:

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

Customer: Jackson Fire Department
Authorized Personnel: Chokwe Antar Lumumba
Title: Mayor
Authorized Personnel:

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:

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

Telephone:
Email:

Customer Invoicing/Billing Address:

Contact Name:
Contact Phone Number:

Please email to 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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

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

Carrie Johnson, Sr. Deputy City Attorney *Carrie Johnson* DATE *3/9/2021*

OFFICE OF THE CITY CLERK
3/18/21

ORDER AMENDING THE ACCEPTANCE OF ONE (1) BUSINESS CLASS INTERNET 200 SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI, AT THE GROVE PARK MUNICIPAL GOLF COURSE, TO OPERATE SECURITY CAMERAS. (WARD 4) (HARRIS, LUMUMBA)

WHEREAS, the Department of Parks and Recreation of the City of Jackson, Mississippi ("City of Jackson") has a need to install high speed internet with wi-fi service at the Grove Park Municipal Golf Course to operate security cameras; and

WHEREAS, the Department of Parks and Recreation the previous agenda item honored the Business Internet 200 Data Package for with a one-time Non-Recurring Charge (Professional Installation Fee) of \$99.95, approved on January 19, 2021; and

WHEREAS, further investigation regarding the installing cause a slight change, increasing the one-time Non-Recurring Charge (Professional Installation Fee) from \$99.95 to \$119.95; and

WHEREAS, no other revisions have been made, the Total Monthly Service Charge for \$148.45 will remain the same;

Data Package Discounted Rate - (1-12 Months)	\$130.00
Data Package Discounted Rate - (13-24 Months)	\$150.00
Equipment Fee	\$18.45
Total Monthly Service Charge	\$148.45
Standard Installation Fee/Change of Service Fee – (Non-Recurring)	\$119.95

WHEREAS, the revision received is reasonable for the services to be provided.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute One (1) Business Class Internet 200 Service Order Agreement with Comcast, for a two (2) year term, as well as any and all documents related thereto, for the installation and maintenance of business internet with wi-fi at the Grove Park Municipal Golf Course.

IT IS FURTHER ORDERED that the monthly service charge cost will not exceed \$150.00, plus any applicable fees, for services as well as a one-time Professional Installation charge of \$119.95, at the Grove Park Municipal Golf, and shall be paid from general funds budgeted for use by the Department of Parks and Recreation upon submission and approval of invoices from Comcast, as applicable at a cost not to exceed \$4,100.00.

Agenda Item #15
Agenda Date: March 16, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03-04-21
DATE

	POINTS	COMMENTS																																																		
1.	Brief Description/Purpose	Order amending the acceptance of Business Class Internet 200 Service Order Agreement with Comcast for the installation of internet and wi-fi service at the Grove Park Municipal Golf Course to operate security cameras, increasing the Professional Installation fee from \$99.95 to \$119.95.																																																		
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Youth & Education Crime Prevention Quality of Life																																																		
3.	Who will be affected	Patrons utilizing the Grove Park Municipal Golf Course, and staff in securing City-owned equipment and property.																																																		
4.	Benefits	Allows youth and young adults access to educational tools and offers security services at the Grove Park Municipal Golf Course; helps deter burglary and vandalism at this City facility.																																																		
5.	Schedule (beginning date)	Upon City Council approval.																																																		
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 4 No																																																		
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Parks & Recreation																																																		
8.	COST	At a cost not to exceed \$4100.00 Months 1-12: \$130.00 with a one-time Professional Installation Fee of \$119.95 Months 13-24: \$150.00 Monthly Equipment Fee of \$18.45 Note: Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.																																																		
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Account 005-501.10-6419																																																		
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">%</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">___</td> <td style="width: 10%;">Yes</td> <td style="width: 5%;">___</td> <td style="width: 10%;">No</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</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> </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> </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> </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> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A
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WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A																																											
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A																																											
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A																																											

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



"One City, One Aim, One Destiny"

Memo

To: Chokwe Lumumba, Mayor
From: Ison B. Harris, Jr., Director
Date: March 4, 2021
Re: Grove Park Municipal Golf Course
Comcast – Business Class Service Order Agreement - Amendment

Attached, you will find an Order amending the acceptance of a Business Class Internet 200 Service Order Agreement with Comcast for the installation of internet and wi-fi service at the Grove Park Municipal Golf Course to operate security cameras, increasing the Professional Installation fee from \$99.95 to \$119.95.

The Department of Parks and Recreation recommends that this agenda item is approved.

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 AMENDING THE ACCEPTANCE OF ONE (1) BUSINESS CLASS INTERNET 200 SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI, AT THE GROVE PARK MUNICIPAL GOLF COURSE, TO OPERATE SECURITY CAMERAS is legally sufficient for placement in NOVUS Agenda.


Monica Allen, City Attorney

3/8/2021
Date

Company Name:	<u>The City of Jackson Parks and Recreations</u>	Order #	<u>27619130</u>
Service Location:	Billing Location:		
Address 1	<u>1800 WALTER DUTCH WELCH DR</u>	Address 1	<u>1800 WALTER DUTCH WELCH DR</u>
Address 2		Address 2	
City	<u>JACKSON</u>	City	<u>JACKSON</u>
State	<u>MS</u>	State	<u>MS</u>
Zip	<u>39213</u>	Zip	<u>39213</u>
Primary Contact Name	<u>Rhonda Williams</u>	Billing Contact Name	<u>Rhonda Williams</u>
Primary Contact Phone	<u>(601) 212-2058</u>	Billing Contact Phone	<u>(601) 212-2058</u>
Primary Contact Email	<u>rwilliams@city.jackson.ms.us</u>	Billing Contact Email	<u>rwilliams@city.jackson.ms.us</u>
Service Term	<u>24</u>	Tax Exempt	<u>No</u>
		Promo Code:	
Package Code:	<u>\$130DataPackage_BI200_2yr</u>		

Package & Promotion Details

Data Package for discounted rate of \$130 for months 1-12, increasing to \$150 for months 13-24, increasing to then regular rate in month 25. Package includes Business Internet 200/20 Mbps. 2 year term agreement required. All products in the package must be maintained to sustain the package rate. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials _____

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data Package	Business Internet 200	1	\$ 130.00	\$ 0.00

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 18.45	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 119.95
Total Additional Charge		\$ 18.45	\$ 119.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service	\$ 148.45	\$ 119.95

Company Name: The City of Jackson Parks and Recreations **Order #** 27619130

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature _____
Name _____
Title _____
Date _____

FOR COMCAST USE ONLY	
Sales Representative	<u>Terica Culberson</u>
Sales Representative Code	_____
Sales Manager Name	<u>Louis Savard</u>
Sales Manager Approval	_____
Division	<u>Central</u>
SmartOffice License Number	_____

Company Name: The City of Jackson Parks and Recreations Order # 27618130

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net

Number of Static Ips

Equipment

Business Web

COMCAST BUSINESS

Comcast Business Service Order Agreement

VOID

Company Name: The City of Jackson Parks and Recreations **Order #** OID-0004524725

Service Location: **Billing Location:**

Address 1 1800 WALTER DUTCH WELCH DR **Address 1** Attn Wendy Brown

Address 2 _____ **Address 2** P O Box 17

City JACKSON **City** JACKSON

State MS **State** MS

Zip 39213 **Zip** 38205

Primary Contact Name Rhonda Williams **Billing Contact Name** Rhonda Williams

Primary Contact Phone (601) 212-2058 **Billing Contact Phone** (601) 212-2058

Primary Contact Email rwilliams@city.jackson.ms.us **Billing Contact Email** rwilliams@city.jackson.ms.us

Tax Exempt No

Service Term 24 Months

Package Code: 9326100806

Package & Promotion Details

Data Package for discounted rate of \$130 for months 1-12, increasing to \$150 for months 13-24, increasing to then regular rate in month 25. Package includes Business Internet 200/20 Mbps. 2 year term agreement required. All products in the package must be maintained to sustain the package rate. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports fee, regulatory recovery fee and other applicable charges extra and subject to change.

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data Package	Business Internet 200	1	\$ 130.00	\$ 0.00

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Equipment Fee	1	\$ 18.45	
Additional Fees			
Professional Installation	1		\$ 99.95
Total Additional Charge		\$ 18.45	\$ 99.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service Order	\$ 148.45	\$ 99.95

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.



Comcast Business Service Order Agreement

Company Name:

The City of Jackson Parks and Recreations

Order #

OJD-0004524725

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. Customer must provide sixty (60) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

COMCAST BUSINESS

Comcast Business Service Order Agreement

Company Name: The City of Jackson Parks and Recreations

Order # OID-0004524725

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index	
Signature	
Name	
Title	<u>Mayor</u>
Date	<u>2/10/2021</u>

FOR COMCAST USE ONLY	
Sales Representative	<u>Terica Culberson</u>
Sales Representative Code	<u>0051H000008hX8vQAE</u>
Sales Manager/Director Name	<u>Haden Giddings</u>
Sales Manager/Director	<u>Approved</u>
Division	
SmartOffice License	

CompanyName: The City of Jackson Parks and

Order #: OID-0004524725

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email Equipment Selection
 Number of Static IPs* Business Web Hosting

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type	Additional Comments:
Outlet 1 - Primary			
Outlet 2 - Additional			
Outlet 3 - Additional			
Outlet 4 - Additional			
Outlet 5 - Additional			
Outlet 6 - Additional			
Outlet 7 - Additional			
Outlet 8 - Additional			

Total Occupancy

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	<input type="text"/>
TV Adapter	<input type="text"/>

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	Additional Voice Details
Directory Listing (Published, Non-Published, Unlisted)	Caller ID
Directory Listing Phone Number	Caller ID Display Name
Directory Listing Display Name	International dialing
DA/DL Header Text information	Call Blocking
DA/DL Header Code information	Auto Attendant
Standard Industry Code	

Hunt Group Configuration Details

Hunt Group Features Requested (Yes/No)	<input type="text"/>
Hunt Group 1 Configuration Type	<input type="text"/>
Hunt Group 2 Configuration Type	<input type="text"/>

Phone#	Type	HG1 Seq	HG2 Seq	Voicemail	RCFTN

CompanyName: The City of Jackson Parks and **Order #:** OID-0004524725

Toll Free #	Calling Originating Area	Associated TN
--------------------	---------------------------------	----------------------

ORDER ACCEPTING THE DONATION OF A METAL PARK BENCH WITH AN "IN LOVING MEMORY OF RON FELDER" PLAQUE FROM MARY SINK AND FAMILY, TO BE INSTALLED AT THE PARHAM BRIDGES PARK, LOCATED AT 5055 OLD CANTON ROAD, JACKSON, MISSISSIPPI. (WARD 1) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
MARK
3/16/21

WHEREAS, Ms. Mary Sink and family have expressed a sincere desire to donate a beautiful metal park bench with an "In Loving Memory of Ron Felder" plaque, to be installed at Parham Bridges Park, located at 5055 Old Canton Road, Jackson, Mississippi, to be enjoyed by all park patrons of all ages, for many years to come; and

WHEARAS, the beautiful metal park bench will be installed by a City of Jackson approved vendor, working with the Park Maintenance staff, at no cost to the City of Jackson; and

WHEARAS, installing a beautiful metal park bench, helps provide extra, aesthetically pleasing seating for all park patrons for many years to come, as well as a memorable place family and friends living in the area, can long remember and enjoy memories of their deceased loved one.

IT IS, THEREFORE, ORDERED that the City of Jackson, Mississippi, is authorized to accept the donation from Mary Sink and family, beautiful, metal park bench, to be installed at Parham Bridges Park, located at 5055 Old Canton Road, Jackson, Mississippi, at no cost to the City of Jackson.

(HARRIS, LUMUMBA)

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03-04-21
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description	This is a donation of a metal park bench from Mary Sink and family to Parham Bridges Park.																																													
2.	1. Public Policy Initiative 2. Youth & Education 3. Crime Prevention 4. Changes in City Government 5. Neighborhood Enhancement 6. Economic Development 7. Infrastructure and Transportation 8. Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life																																													
3.	Who will be affected	Parham Bridges Park patrons.																																													
4.	Benefits	Will be enjoyed by park patrons of all ages.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 1																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	None – (Donation)																																													
9.	Source of Funding: General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Donation received from Ms. Mary Sink and family.																																													
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>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>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>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>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>N/A</td><td>X</td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	N/A	X	AABE	_____	%	WAIVER	___	Yes	___	N/A	X	WBE	_____	%	WAIVER	___	Yes	___	N/A	X	HBE	_____	%	WAIVER	___	Yes	___	N/A	X	NABE	_____	%	WAIVER	___	Yes	___	N/A	X
ABE	_____	%	WAIVER	___	Yes	___	N/A	X																																							
AABE	_____	%	WAIVER	___	Yes	___	N/A	X																																							
WBE	_____	%	WAIVER	___	Yes	___	N/A	X																																							
HBE	_____	%	WAIVER	___	Yes	___	N/A	X																																							
NABE	_____	%	WAIVER	___	Yes	___	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



"One City, One Aim, One Destiny"

Memo

To: The Honorable Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Parks & Recreation Department
Date: March 4, 2021
Re: Mary Sink & Family - (Parham Bridges Park - Metal Park Bench Donation)

The attached agenda item is to accept the donation of a beautiful, metal park bench, to be installed at Parham Bridges Park, located at 5055 Old Canton Road, Jackson, Mississippi with an *"In Loving Memory of Ron Felder"* plaque.

It is the recommendation of the Department of Parks and Recreation that acceptance of this donation is approved.

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 ACCEPTING THE DONATION OF A METAL PARK BENCH WITH AN "IN LOVING MEMORY OF RON FELDER" PLAQUE FROM MARY SINK AND FAMILY, TO BE INSTALLED AT THE PARHAM BRIDGES PARK, LOCATED AT 5055 OLD CANTON ROAD, JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.


Monica Allen, *Interim City Attorney*


Date

OFFICE OF THE CITY ATTORNEY
3/10/04

OFFICE OF THE CITY ATTORNEY
[Signature]

**ORDER AMENDING PRIOR ORDER OF JANUARY 5, 2021
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND
RELATED DOCUMENTS WITH NAVIRETAIL, LLC TO PROVIDE
RETAIL RECRUITMENT SERVICES IN THE CITY OF JACKSON,
MISSISSIPPI**

WHEREAS, the Department of Planning and Development desires to enter into an agreement with a professional service provider to perform retail recruitment related services in the City of Jackson; and

WHEREAS, the intent of the project is to identify the site selection data from the City of Jackson and to take a proactive approach to increase the retail sales tax base by recruiting eligible retailers; and

WHEREAS, NaviRetail, LLC presented a retail recruitment services plan for downtown Jackson to include targeting retailers suitable for downtown site selection data, performance of market and GAAP analyses and custom marketing material for the area; and

WHEREAS, on January 5, 2021, recorded in Minute Book "6S, at Page 385, the governing authorities authorized the Mayor to execute an agreement and related documents with NaviRetail LLC to provide professional retail recruitment related services in the City of Jackson from January 1, 2021 through December 31, 2021, at a cost not to exceed \$20,000.00, and further ordered that the agreement may be renewed under the same terms and conditions up to three (3) years, at a cost not to exceed \$20,000.00 per year, subject to the right of the succeeding governing authorities to void; and

WHEREAS, after the January 5, 2021 Order was entered, NaviRetail, LLC advised the Development Division of the Department of Planning and Development, that to receive the discounted rate of \$10,000 per year, the agreement needed to reflect a three (3) year term; and

WHEREAS, after considering the information provided, the Department recommends the three (3) year term, beginning March 16, 2021 and ending February 28, 2024, at a cost not to exceed \$20,000.00 per year for a total contract cost of \$60,000.00, subject to the right of the succeeding governing authorities to void.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with NaviRetail LLC to provide professional retail recruitment related services in the City of Jackson from March 16, 2021 through February 28, 2024, at a cost not to exceed \$60,000.00, subject to the right of the succeeding governing authorities to void.

Agenda Item #17

Date: March 16, 2021

By: (Hillman, Lumumba)

Department of Planning and Development



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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Jhai Keeton, Deputy Director
Department of Planning and Development

Date: February 22, 2021

Subject: Agenda Item

Attached for review is the amended service agreement between the City of Jackson and NaviRetail.

NaviRetail will provide retail recruitment services for downtown Jackson to include the targeting of 15-30 retailers suitable for downtown's site selection data, performance of market and GAP analyses and custom marketing materials for the area. The cost for the project is \$60,000 for a 36-month term starting March 16, 2021 and ending February 28, 2024.

Feel free to contact Jhai Keeton at 601-960-1993 with any questions or needed clarification.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/16/2021


POINTS		COMMENTS																																																		
1.	Brief Description	ORDER AMENDING PRIOR ORDER OF JANUARY 5, 2021 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH NAVIRETAIL, LLC TO PROVIDE RETAIL RECRUITMENT SERVICES IN THE CITY OF JACKSON, MISSISSIPPI																																																		
2.	Purpose	Retail Recruitment Services																																																		
3.	Who will be affected	N/A																																																		
4.	Benefits	Increase Retail Sales Tax Base																																																		
5.	Schedule (beginning date)	Upon approval																																																		
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Downtown Corridor																																																		
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development Office of Economic Development																																																		
8.	COST	\$60,000																																																		
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001 40198 6419																																																		
10.	EBO participation See attached sheets from Vendors	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																											
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																											
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																											
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																											


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 PRIOR ORDER OF JANUARY 5, 2021 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH NAVIRETAIL, LLC TO PROVIDE RETAIL RECRUITMENT SERVICES IN THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
Chandra Gayten, *Deputy City Attorney* 



DATE

OFFICE OF THE CITY ATTORNEY
CF

FINAL ORDER GRANTING APPLICATION OF 225 EAST CAPITOL STREET HOTEL LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 225 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4

WHEREAS, 225 East Capitol Street Hotel LLC, filed with Jackson City Council, a sworn Application for exemption from ad valorem taxation on the improvements made in 2020 to the property located at 225 East Capitol Street; and

WHEREAS, 225 East Capitol Street Hotel LLC, submitted the Said Application pursuant to the provisions of Section 27-31-31 of the Mississippi Code of 1972, as amended, in the Jackson Code of Ordinances, Section 114-4, seeking an exemption from improved ad valorem taxes for a period of ten (10) years beginning January 1, 2021; and

WHEREAS, the true value prior to renovations was \$1,085,510.00; and

WHEREAS, the increase in true value due to renovations is \$4,271,690.00; and

WHEREAS, the City Council of the City of Jackson, Mississippi, by the Resolution adopted on June 9, 2020, and recorded in minute book "6R, at pages 185-186", granted preliminary approval to the said Application for exemption of ad valorem taxes, subject to approval and certification by the State Tax Commission; and

WHEREAS, all statutory requirements for granting the requested exemption from ad valorem taxes have now been met, and the City Council of the City of Jackson, Mississippi may now enter a final order in this matter.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Jackson, Mississippi:

1. The Application of 225 East Capitol Street Hotel LLC, for exemption from ad valorem taxes on \$4,271,690.00 on the improvements of its property, which improvements were completed and in place as of December 31, 2020, is hereby finally approved for a ten (10) year period beginning January 1, 2021; provided further, however, that nothing herein shall be construed to exempt the said properties from state ad valorem taxation or from ad valorem taxation for school district purposes.
2. That the Municipal Clerk shall record the application and the order approving the same and shall file one (1) copy of the application and the order with the Chairman of the State Tax Commission.

Agenda Item #18

Date: March 16, 2021

By: (Jordan, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/16/2021

POINTS		COMMENTS					
1.	Brief Description	Final Order Granting 225 East Capitol Street Hotel LLC Ad Valorem Tax Exemption On The Increased In Ad Valorem Taxes For Improvements To Property Located At 225 East Capitol Street, Jackson, Mississippi Pursuant To Section 27-31-31 Of The Mississippi Code Of 1972, As Amended And City Of Jackson Ordinance Section 114-4.					
2.	Purpose	Renovation to property located at 225 East Capitol Street in Jackson, MS.					
3.	Who will be affected	Applicant.					
4.	Benefits	Tax relief of renovations and improvements to properties that is necessary to sustain an attractive business district.					
5.	Schedule (beginning date)	N/A					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development Office of Economic Development					
8.	COST	Reduction in unrealized revenue over 10 years:					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 						
10.	EBO participation See attached sheets from Vendors	ABE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		AABE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		WBE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		HBE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		NABE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: March 2, 2021
Subject: Agenda Item

The attached agenda item is a final resolution of the City Council of the City of Jackson granting 225 East Capitol Street Hotel LLC, Exemption from Ad Valorem taxes on the improved value from the rehabilitation and renovation of the Edison Walthall Hotel completed as of December 31, 2020, for a period of not more than ten (10) years, as authorized by Section 27-31-31 of the Mississippi Code of 1972, as amended, and the City of Jackson Code of Ordinances, Section 114-4. This property will greatly enhance the downtown Jackson environment, adding a Class A Historic Loft Apartment Property with modern amenities and 155 units of luxury lofts.

The investment in the renovations has created a valuation increase per Hinds County Tax Assessor of \$3,774,580.00.

Prior Tax Assessment	\$ 10,258.07
New Tax Assessment without Abatement	\$ 50,625.54
Increase is Taxed after Abated Expires	\$ 40,362.55
True Value before Improvements	\$ 1,085,510.00
True Value after Improvements	\$ 5,357,200.00
Increase in Value after Improvements to be Abated	\$ 4,271,690.00
Total Abatement over 10 Years (Taxes Owed To City x 10 Years)	\$ 403,625.50

*All figures are estimated based on current municipal millage rate. Any change in millage or decreases in valuation may change these estimates.

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: EDISON WALTHALL BUILDING 225 EAST CAPITOL STREET HOTEL LLC

LOCATION: 225 EAST CAPITOL STREET SUPERVISOR DISTRICT # 191-68
PARCEL # ACCOUNT # _____

EXEMPTION RELATES TO MISS CODE OF 1972, SECTION: 27-31-31, 114-4

TYPE OF BUSINESS: LUXURY APARTMENT

FINISHED PRODUCTS ARE: 155 LUXURY APARTMENT

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: _____

HOUSING / APARTMENT

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? (YES-NO) NO

UNDER ANY OTHER TRADE NAME? (YES-NO) NO

ANY OTHER LOCATION? (YES-NO) NO

UNDER ANY OTHER OWNERSHIP? NO

NUMBER OF NEW JOBS? 00 ESTIMATED ANNUAL PAYROLL _____

EXEMPTION TO BE ON:

LAND: (YES NO) VALUE \$ _____

IMPROVEMENTS: (YES NO) VALUE \$ 4,271,690.00

PERSONAL PROPERTY:

FURN. & FIX. VALUE \$ _____

MACH. & EQUIP. VALUE \$ _____

RAW MATERIALS VALUE \$ _____

WORK IN PROCESS VALUE \$ _____

PERSONAL PROPERTY TOTAL: \$ _____

EXEMPTION TOTAL VALUE: \$ 4,271,690.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: 225 EAST CAPITOL STREET HOTEL LLC

OWNER OF IMPROVEMENTS: 225 EAST CAPITOL STREET HOTEL, LLC

DATE OF IMPROVEMENTS: COMPLETED 2020 EXPANDED _____

ANY PRIOR EXEMPTION: NO

YEARS OF EXEMPTION APPLIED FOR: 1/1/2021 THRU 12/31/2031

APPLICANT'S REPRESENTATIVE: AMIT GOEL DULY AUTHORIZED AGENT

ADDRESS: 2727 KIRBY DRIVE, STE 15C HOUSTON, TX 77098 PHONE: 601-291-3894

INVESTIGATED BY: Scott Pinter AP POS prepared by Laura Burse

COMMENTS: _____

TAX ASSESSOR: Charles E. Stebbins by LBurse DATE: 12/9/2020

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This FINAL ORDER GRANTING APPLICATION OF 225 EAST CAPITOL STREET HOTEL LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASE IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 225 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT YO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch



DATE

OFFICE OF THE CITY ATTORNEY
CC

FINAL ORDER GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4

WHEREAS, CW Old, LLC and related companies have secured investments and financing from various investors and lenders in order to fund the rehabilitation and renovation of the Old Courthouse located on East Capitol Street, in Jackson, Mississippi, within the central business district of the City; and

WHEREAS, CW Old, LLC, submitted the Said Application pursuant to the provisions of Section 27-31-31 of the Mississippi Code of 1972, as amended, in the Jackson Code of Ordinances, Section 114-4, seeking an exemption from improved ad valorem taxes for a period of ten (10) years beginning January 1, 2021; and

WHEREAS, the true value prior to renovations was \$1,966,500.00; and

WHEREAS, the increase in true value due to renovations is \$3,088,260.00; and

WHEREAS, the City Council of the City of Jackson, Mississippi, by the Resolution adopted on June 9, 2020, and recorded in minute book "6R, at pages 186-187", granted preliminary approval to the said Application for exemption of ad valorem taxes, subject to approval and certification by the State Tax Commission; and

WHEREAS, all statutory requirements for granting the requested exemption from ad valorem taxes have now been met, and the City Council of the City of Jackson, Mississippi may now enter a final order in this matter;

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Jackson, Mississippi:

1. The Application of CW Old, LLC, for exemption from ad valorem taxes on \$3,088,260.00 on the improvements of its property, which improvements were completed and in place as of December 31, 2020, is hereby finally approved for a ten (10) year period beginning January 1, 2021; provided further, however, that nothing herein shall be construed to exempt the said properties from state ad valorem taxation or from ad valorem taxation for school district purposes.
2. That the Municipal Clerk shall record the application and the order approving the same and shall file one (1) copy of the application and the order with the Chairman of the State Tax Commission.

Agenda Item #19

Date: March 16, 2021
By: (Jordan, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/16/2021

P O I N T S		C O M M E N T S						
1.	Brief Description	FINAL ORDER GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASED IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT TO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4						
2.	Purpose	Renovation to property located at 245 East Capitol Street in Jackson, MS.						
3.	Who will be affected	Applicant.						
4.	Benefits	Tax relief of renovations and improvements to properties that is necessary to sustain an attractive business district.						
5.	Schedule (beginning date)	N/A						
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7						
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department 	Department of Planning & Development Office of Economic Development						
8.	COST	Reduction in unrealized revenue over 10 years;						
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 							
1	EBO participation See attached sheets from Vendors	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: March 2, 2021
Subject: Agenda Item

The attached agenda item is the final order of the City Council of the City of Jackson granting CW Old, LLC, Exemption from Ad Valorem taxes on the improved value from the rehabilitation and renovation of the Old Courthouse completed as of December 31, 2020, for a period of ten (10) years, as authorized by section 27-31-31, et seq., of the Mississippi code of 1972, as amended and City of Jackson Ordinance Section 114-4. Upon tenancy, this property will greatly enhance the downtown Jackson environment, adding a Class A Historic Loft Apartment Property with modern amenities and 103 units of luxury lofts.

The tax prior to the improvement is \$18,583.43 which will continue being paid. The improvement will have the applicant paying in additional \$29,172.21 which will be abated.

Prior Tax Assessment	\$ 18,592.27
New Tax Assessment without Abatement	\$ 47,767.48
Increase is Taxed after Abated Expires	\$ 29,172.21
True Value before Improvements	\$ 1,966,500.00
True Value after Improvements	\$ 5,054,760.00
Increase in Value after Improvements to be Abated	\$ 3,088,260.00
Total Abatement over 10 Years (Taxes Owed To City x 10 Years)	\$ 291,722.12

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: OLD COURTHOUSE BUILDING CW OLD, LLC
LOCATION: 245 EAST CAPITOL STREET SUPERVIOR DISTRICT # 191-71
PARCEL # ACCOUNT # _____
EXEMPTION RELATES TO MISS CODE OF 1972, SECTION: 27-31-31, 114-4
TYPE OF BUSINESS: LUXURY APARTMENT
FINISHED PRODUCTS ARE: 103 LUXURY APARTMENT
STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: _____
HOUSING / APARTMENT
HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? (YES-NO) _____ NO
UNDER ANY OTHER TRADE NAME? (YES-NO) _____ NO
ANY OTHER LOCATION? (YES-NO) _____ NO
UNDER ANY OTHER OWNERSHIP? _____ NO
NUMBER OF NEW JOBS? 00 ESTIMATED ANNUAL PAYROLL _____

EXEMPTION TO BE ON:

LAND: (YES NO) VALUE \$ _____
IMPROVEMENTS: (YES NO) VALUE \$ 3,088,260.00

PERSONAL PROPERTY:

FURN. & FIX. VALUE \$ _____
MACH. & EQUIP. VALUE \$ _____
RAW MATERIALS VALUE \$ _____
WORK IN PROCESS VALUE \$ _____

PERSONAL PROPERTY TOTAL: \$ _____
EXEMPTION TOTAL VALUE: \$ 3,088,260.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: SOUTHERN INST OF FINE ARTS DEV CO
OWNER OF IMPROVEMENTS: CW OLD, LLC
DATE OF IMPROVEMENTS: COMPLETED END OF OCTOBER, 2020 EXPANDED _____
ANY PRIOR EXEMPTION: _____ NO
YEARS OF EXEMPTION APPLIED FOR: 1/1/2021 THRU 12/31/2031
APPLICANT'S REPRESENTATIVE: AMIT GOEL DULY AUTHORIZED AGENT
ADDRESS: 2727 KIRBY DRIVE, STE 15C HOUSTON, TX 77098 PHONE: 601-291-3894
INVESTIGATED BY: Scott Pinter POS prepared by Laura Burse
COMMENTS: _____


TAX ASSESSOR: Charles E Stokes by Burse DATE: 12/9/2020

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This FINAL ORDER GRANTING CW OLD, LLC AN AD VALOREM TAX EXEMPTION ON THE INCREASE IN AD VALOREM TAXES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 245 EAST CAPITOL STREET, JACKSON, MISSISSIPPI, PURSUANT YO SECTION 27-31-31 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
Chandra Gayten, *Deputy City Attorney* Ch



DATE

OFFICE OF THE CITY ATTORNEY
Ch

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH MISSISSIPPI CENTER FOR POLICE & SHERIFFS 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 Mississippi Center for Police & Sheriffs to expend ESG CARES Act funds in an amount not to exceed \$20,103.58 to prepare, prevent and respond to the Coronavirus to residents of the City of Jackson's Metropolitan Statistical Area, beginning April 1, 2020 through March 31, 2021.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the contract and related documents with Mississippi Center for Police & Sheriffs to expend ESG CARES Act funds in an amount not to exceed \$20,103.58, to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning April 1, 2020 through March 31, 2021.

Agenda Item #20
Agenda Date: March 16, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/16/21

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH MISSISSIPPI CENTER FOR POLICE & SHERIFFS 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.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Provide services for low/moderate income persons and homeless persons
4.	Benefits	Provide public services
5.	Schedule (beginning date)	Upon approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department X Consultant	Department of Planning & Development
8.	COST	\$20,103.58
9.	Source of Funding: General Fund X Grant Bond Other	2019 ESG CARES Act
	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 ___

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor
FROM: *JPH* Jordan Hillman, Director
Planning and Development
DATE: March 1, 2021
RE: Agenda Item for March 16, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Mississippi Center for Police & Sheriffs 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).

This contract will cover expenses incurred during the months of April 1, 2020 through March 31, 2021 for Emergency Shelter Operations in the amount of \$20,103.58.

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:	<i>Linda Caldwell</i>	Date: <i>3-1-21</i>
Fiscal Officer Approval:	<i>Sylvia Rowsey</i>	Date: <i>3-1-21</i>

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 AND RELATED DOCUMENTS WITH MISSISSIPPI CENTER FOR POLICE & SHERIFFS 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 SOLUTION GRANT (ESG) IN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch

3/3/2021
DATE

OFFICE OF THE CITY ATTORNEY
CC

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HOPKINS CONSTRUCTION & MAINTENANCE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE DAVIS PLANETARIUM DEMOLITION PROJECT CITY (WARD 7)

OFFICE OF THE CITY CLERK
MAYOR'S OFFICE
MAY 16 2021

WHEREAS, competitive bids for interior demolition for the Russell C. Davis Planetarium Building were received on December 15, 2020 and

WHEREAS, a total of four bids were properly received, tabulated and reviewed; and

WHEREAS, Hopkins Construction & Maintenance LLC submitted the lowest and best bid; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hopkins Construction & Maintenance LLC, in the amount of \$278,500.00, to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hopkins Construction & Maintenance LLC to provide construction services for the Davis Planetarium Demolition project, in an amount not to exceed \$278,500.00 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Hopkins Construction & Maintenance LLC, for construction services for Davis Planetarium Demolition project in an amount not to exceed \$278,500.00

Agenda Item #21
Agenda Date: March 16, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 23, 2021

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HOPKINS CONSTRUCTION & MAINTENANCE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE DAVIS PLANETARIUM DEMOLITION PROJECT CITY PROJECT NO. (WARD 7)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This project addresses initiatives 1 and 6.																																													
3.	Who will be affected	All users of Russell C Davis Planetarium Building.																																													
4.	Benefits	A suitable work and education environment.																																													
5.	Schedule (beginning date)	Once the contract is signed by the Mayor.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 7.																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This action has been implemented by the Public Works Department on behalf of the Human & Cultural Services Department.																																													
8.	COST	Account Numbers: 30540810-6824 and 22345310-6824 Total requested authorization not to exceed \$278,500.00																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Funding for this project is from: Insurance Claim Proceeds and 22345310-6824 - \$125,112 Human and Cultural Services 30540810-6824 - \$153,388																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams, Jr., Director Public Works

Date: February 23, 2021

A handwritten signature in blue ink, appearing to read "Charles Williams, Jr.", is written over the "From:" line.

Agenda Item: Contract for Davis Planetarium Demolition
City Project #:
Council Meeting: Regular Council Meeting, TBD
Contractor: Hopkins Construction & Maintenance, LLC.
EBO Compliance Details:

Design/Construction Administration

- ABE: 0%
- AABE: 50.15%
- HBE: 0.37%
- NABE: 0%
- FBE: 8.02%

Purpose: Construction Services Davis Planetarium Demolition
Cost: \$278,500.00
Project/Contract Type: Demolition
Funding Source: Acct# 30540810-6824 and 22345310-6824
Schedule/Time: 60 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 demolition with Hopkins Construction & Maintenance, LLC at the Davis Planetarium.

This demolition is to remove damaged interior finishes spoiled by roof leaks due to hail storm

Demolition documents were prepared by CDFL Architects + Engineers.



**City of Jackson
Department of Public Works**

The City of Jackson twice solicited bids for demolition of interior finishes Davis Planetarium. Construction Specialists, LLC has been determined to be the EBO compliant bidder for bids received December 15, 2020.

Funding for this project is provided by Hail Storm Damage proceeds and Human & Cultural Services.

It is the recommendation of this office to accept the EBO compliant bid of Hopkins Construction & Maintenance, LLC.

Total not to exceed \$278,500.00

Talking Points:

- Hail Storm Damage proceeds remaining from the re-roofing project will be used for a portion of the project.
- Remaining project funding will come from the Department of Human and Cultural Services – Marie R Hoerner Foundation donations saved for the past few years for the enhancement of the Planetarium.
- Demolition is to prepare areas for planned future improvements of the Planetarium addressing outdated conditions, ADA accessibility, new exhibitions, a learning center, and a new atrium.
- Future design will specify for build out to match the aesthetics of the future renovations of the interior Art Center of Mississippi (effort led by the Greater Jackson Arts Council) and will include a new entry and addition that will connect the two facilities and enhance the visitor experience.
- A re-bid was accomplished to obtain an EBO compliant bidding contractor. Bids were received December 15, 2020.

January 4, 2021

The City of Jackson
Department of Human & Cultural Services
1000 Metrocenter Suite 101
Jackson, Mississippi 39209

Attention: David Lewis
Deputy Director of Cultural Services

Regarding: Davis Planetarium - Demolition
CDFL 19.142

Dear Mr. Lewis:

Please find attached the Certified Bid Tabulation for bids received on December 15, 2020 on the above referenced project.

Four bids were received. We recommend awarding the contract to the low bidder, Hopkins Construction & Maintenance LLC for the Base Bid amount of \$278,500.00. Their proposal was also found to comply with the City of Jackson's Equal Business Opportunity (EBO) requirements. (The EBO determination is attached.)

If the City of Jackson agrees, CDFL is prepared to move forward in developing the contract.

Sincerely,

Cooke Douglass Farr Lemons
Architects + Engineers PA



Chris Myers, AIA, Principal

CM/th

COOKE
DOUGLASS
FARR
LEMONS
ARCHITECTS



ENGINEERS PA

cdfl.com
601.366.3118
3221 Old Canton Road
Suite 200
Jackson, MS
39216

CERTIFIED BID TABULATION FORM

CDFL

Project #: 19.142	Bid Date: December 15, 2020	Time: 3:30 PM
Project Title: Davis Planetarium - Demolition		
Owner: City of Jackson		
Professional: Cooke Douglass Farr Lemons Architects + Engineers PA		

Contractors	Base Bid	Alternates
<u>Hopkins Construction & Maintenance LLC</u> Certificate of Responsibility: <u>19759-MC</u> 5% Bid Security: <u>SureTec Insurance Company</u> Addenda Received: (X #1) (X #2) (X #3) (X #4)	<u>\$ 278,500.00</u> CR Expires: <u>10/10/2021</u> Days: <u>60</u> EBO Received	Not Applicable
<u>Socrates Garrett Enterprises, Inc.</u> Certificate of Responsibility: <u>12805-MC</u> 5% Bid Security: <u>Washington International Insurance Company</u> Addenda Received: (X #1) (X #2) (X #3) (X #4)	<u>\$ 295,000.00</u> CR Expires: <u>03/06/2021</u> Days: <u>60</u> EBO Received	Not Applicable
<u>BIG Construction, LLC</u> Certificate of Responsibility: <u>23525-MC</u> 5% Bid Security: <u>United States Fire Insurance Company</u> Addenda Received: (X #1) (X #2) (X #3) (X #4)	<u>\$ 330,000.00</u> CR Expires: <u>11/13/2021</u> Days: <u>60</u> EBO Received	Not Applicable
<u>Washington County Properties, LLC</u> DBA <u>Gear's Construction</u> Certificate of Responsibility: <u>23543-MC</u> 5% Bid Security: <u>The Gray Insurance Company</u> Addenda Received: (X #1) (X #2) (X #3) (X #4)	<u>\$ 450,000.00</u> CR Expires: <u>06/04/2021</u> Days: <u>60</u> EBO Received	Not Applicable

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.
 (Having checked the Contractor's name and certificate number with the Contractor's Board at www.msbc.us).



 (Authorized Signature)

December 17, 2020

 (Date)

EBO Determination

Davis Planetarium Demolition CDFL 19.142

Bidder: [BIG Construction](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	0.00 %
AABE	39.00 %
NABE	0.00 %
HBE	0.37 %
ABE	0.00 %

Bidder: [Hopkins Construction & Maintenance](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
FBE	8.02 %
AABE	50.15 %
NABE	0.00 %
HBE	0.37 %
ABE	0.00 %

Bidder: [Washington Co/Gear's Construction](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
FBE	8.00 %
AABE	15.00 %
NABE	0.00 %
HBE	0.37 %
ABE	0.00 %

Bidder: [Socrates Garrett Enterprises](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
FBE	5.00 %
AABE	13.00 %
NABE	0.00 %
HBE	0.37 %
ABE	0.00 %

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HOPKINS CONSTRUCTION & MAINTENANCE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE DAVIS PLANETARIUM DEMOLITION PROJECT (WARD 7) is legally sufficient for placement in NOVUS Agenda.


MONICA D. ALLEN, INTERIM CITY ATTORNEY
Terry Williamson, Legal Counsel 


DATE

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BAKER LPA GROUP, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR ADA RENOVATIONS AT THE ARTS CENTER OF MISSISSIPPI, CITY PROJECT NO. 17B7003.701. (WARD 7)

OFFICE OF THE CITY ATTORNEY
319-556-3003

WHEREAS, the City of Jackson solicited statements of qualifications from architectural / engineering firms for the design and construction of ADA Renovations at the Arts Center of Mississippi; and

WHEREAS, one proposal for architectural / engineering services was received; and

WHEREAS, a review committee evaluated the response and Baker LPA Group, LLP was selected for the project; and

WHEREAS, architectural and engineering services will be funded by a CDBG grant; and

WHEREAS, five bids were received for the construction project November 10, 2020; and

WHEREAS, the ADA renovation cost for the compliant bidder building construction work is \$340,000.00, inclusive of Alternate No. 1.; and

WHEREAS, the ADA renovation cost for the building is determined to be \$340,000.00 and the consulting fee for the project is calculated by the State of Mississippi log fee formula with renovation work additional multiplier fee in the amount of \$29,688.00 plus additional amounts of \$2,000.00 for reimbursable items and \$1,800.00 for hazardous materials design services amendment for a total amount of \$33,488.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an amendment to the contract with Baker LPA Group, LLP for architectural and engineering services for ADA Renovations at the Arts Center of Mississippi, City Project No. 17B7003.701, increasing the total contract amount by \$15,568.00 to \$33,488.00.

Agenda Item #22
Agenda Date: March 16, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/23/21
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BAKER LPA GROUP, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR ADA RENOVATIONS AT THE ARTS CENTER OF MISSISSIPPI, CITY PROJECT NO. 17B7003.701. (WARD 7)			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Youth and Education 4. Neighborhood Enhancement 5. Economic Development 7. Quality of Life			
3.	Who will be affected	Citizens and community served.			
4.	Benefits	ADA upgrade to outdated and unfit areas of existing facility			
5.	Schedule (beginning date)	Upon approval by the City			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	7 No Arts Center of Mississippi			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Human and Cultural Services And managed by Public Works, Engineering Division			
8.	COST	The ADA renovation cost for the building is determined to be \$340,000.00 and the consulting fee for the project is calculated by the State of Mississippi log fee formula with renovation work additional multiplier fee in the amount of \$29,688.00 plus additional amounts of \$2,000.00 for reimbursable items and \$1,800.00 for hazardous materials design services. Total contract value of \$33,488.00.			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	CDBG Grant 085-96810.7B7003.701-6413 \$33,488.00 			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Charles Williams, Jr., Director Public Works
Date: February 23, 2021

Charles Williams Jr.

Agenda Item: Amended Consulting Services Contract for ADA Renovations, Arts Center of Mississippi
City Project #: 17B7003.701
Council Meeting: Regular Council Meeting, TBD
Consultant: The Baker LPA Group
EBO Compliance Details:

Design/Construction Administration

- ABE: 0%
- AABE: 45.0%
- HBE: 0%
- NABE: 0%
- FBE: 0%

Purpose: Amended Architectural/Engineering Services ADA Renovations
Cost: Design (\$29,688.00), Reimbursable (\$2,000.00), Hazardous materials consulting (\$1,800.00). **Total Value \$33,488.00**
Project/Contract Type: Design/Construction Administration
Funding Source: CDGB Grant Acct# 085-96810.7B7003.701-6413
Schedule/Time: Extended thru construction contract administration
DPW Manager: Charles Williams Jr., PE, PhD/Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda for Amending the contact for Architectural and Engineering services for the design and production of construction documents 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.



**City of Jackson
Department of Public Works**

Funding for this project is provided by a CDBG Grant.

It is the recommendation of this office that the architectural and engineering consulting services contract shall be amended. The ADA renovation cost for the building is determined to be \$340,000.00 and the consulting fee for the project is calculated by the State of Mississippi log fee formula with renovation work additional multiplier fee in the amount of \$29,688.00 plus additional amounts of \$2,000.00 for reimbursable items and \$1,800.00 for hazardous materials design services. Total not to exceed contract value of \$33,488.00.

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

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
3-9-24

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BAKER LPA GROUP, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR ADA RENOVATIONS AT THE ARTS CENTER OF MISSISSIPPI, CITY PROJECT NO. 17B7003.701 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.


MONICA D. ALLEN, *INTERIM CITY ATTORNEY*
Terry Williamson, *Legal Counsel*


DATE

OFFICE OF THE CITY ATTORNEY
3/16/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904 SRF# DWI-L250008-02 (CITYWIDE)

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, on August 4, 2020 for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project in an amount not to exceed \$1,997,636.00; and

WHEREAS, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc, to start work on November 2, 2020; and

WHEREAS, Hemphill Construction Company, Inc, was given one hundred and eighty (180) calendar days to complete the work from the issuance of the notice to proceed; and

WHEREAS, the City of Jackson has discovered additional construction work needed at JH Fewell to complete the project; and

WHEREAS, Hemphill Construction Company, has provided a quote for the additional work in an amount of \$118,275.19 increasing the original contract from \$1,997,636.00 to \$2,115,911.19; and

WHEREAS, the additional cost will cover expenses for:

1. Replace pile bent No. 1 with an 8'X 8'Spread Footing at Station 0+00
2. Install Pile Bent No. 10 at Station 7+52
3. Additional Crush Stone
4. Utility Pole Repair
5. Raw Water Pump #5 Switchgear Repair

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc, for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project, City Project Number 19B0103.904, SRF# DWI-L250008-02 increasing original bid cost from \$118,275.19 to \$2,115,911.19.

ITEM #

Agenda Item #23

DATE:

Agenda Date: March 16, 2021

BY:

WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 8, 2021

	P O I N T S	C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904 SRF# DWI-L250008-02 (CITYWIDE)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	Residents and businesses within the City of Jackson Corporate Limits
4.	Benefits	Water Infrastructure
5.	Schedule (beginning date)	When change order is executed.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works.
8.	COST	Total Cost: \$2,115,911.19
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0103-904-6485
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

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



Date: March 8, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute Change Order No. 1 to the construction contract with Hemphill Construction Company, Inc, for the JH Fewell Influent Pump Station Pedestrian Bridge Project. The City of Jackson has discovered additional work items that need to be addressed with the project. Hemphill Construction Company, Inc., has provided the City of Jackson with a quote for the additional work in an amount not exceed \$2,115,911.19. We are also in agreement to approve the additional compensation in the amount not to exceed \$118,275.19.

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

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

OFFICE OF THE CITY ATTORNEY
2021

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE J.H. FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904 SRF# DWI-L250008-02 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.


MONICA D. ALLEN, *INTERIM CITY ATTORNEY*
Terry Williamson, *Legal Counsel*


DATE

Change Order

No. 1

Date of Issuance: February 9, 2021 Effective Date: _____

Project: JH Fewell Water Treatment Plant Influent Pump Station Pedestrian Bridge Replacement Project	Owner: City of Jackson	Owner's Contract No.: DWI- L250008-02
Contract: #2		Date of Contract: August 17, 2020
Contractor: Hemphill Construction Company, Inc.		Engineer's Project No.: 19-04

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

Description:

1. Replace Bent 1 with an 8' X 8' Spread Footing at Station 0+00 and Install Bent 10 at Station 7+52
2. Additional Crushed Stone 3. Utility Pole Repair and 4. Raw Water Pump #5 Switchgear Repair

Attachments (list documents supporting change):

See the attached email correspondence for additional information.

CHANGE IN CONTRACT PRICE: CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,997,636.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ NA

Contract Price prior to this Change Order:

\$ 1,997,636.00

[Increase] [Decrease] of this Change Order:

\$118,275.19

Contract Price incorporating this Change Order:

\$2,115,911.19

Original Contract

Times: Working days Calendar days

Substantial completion (days or date): 180 days

Ready for final payment (days or date): May 1, 2021

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): 180 days

Ready for final payment (days or date): May 1, 2021

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): May 1, 2021

Contract Times with all approved Change Orders:

Substantial completion (days or date): 180 days

Ready for final payment (days or date): May 1, 2021

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)

Date: 2-9-21

Approved by Funding Agency (if applicable):

ACCEPTED:
By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 2/11/21

Date: _____

JH Fewell Bridge Change Order #1

2/9/21

Item 1	Replace Bent 1 with Spread Footing and addition Bent 10*	\$9,000
Item 2	Additional Crushed Stone*	\$6,500
Item 3	Utility Pole Repair**	\$48,025.19
Item 4	Switchgear #5 Repair**	<u>\$129,750</u>
		\$193,275.19
Project Allowance Applied		-\$75,000
Total Net Change Order #1		\$118,275.19

***Items 1 and 2 are for quantity overruns that will be paid within the existing allowance and funds in the contract.**

****Items 3 and 4 are additional pay items to the contract.**

Fwd: RE: JH Fewell

MM Mauricka McKenzie <admin@cornerstoneengllc.com>
📧 Tue, 01 Dec 2020 2:26:43 PM -0600
To "Charles Williams" <cwilliams@city.jackson.ms.us>,
"Terrence Byrd" <tbyrd@city.jackson.ms.us>
Bcc "Ssmith" <:ssmith@hemphillconstruction.com>
Tags 🏷

Charles,

We have \$75,000 in the allowance for the project. The following items are change directive items to be taken out of the existing project allowance with your approval.

\$9,000 for the additional bent #10 and spread footing change.
\$6,500 for the crushed stone for the electrical junction box in the road
\$48,025.19 for the utility pole repair (See attached)

\$63,525.19 Total

These cost does not require a change order to go before the City Council since I can come directly from the project allowance. There will be \$11,474.81 remaining in the project allowance after this for any other unforeseen items.

Let me know you have any questions or if we can proceed with the utility pole repair and we will direct Hemphill.

Thanks,

Mauricka

==== Forwarded message =====
From: Stephen Smith <SSmith@hemphillconstruction.com>
To: "Mauricka McKenzie" <admin@cornerstoneengllc.com>
Date: Mon, 30 Nov 2020 10:38:04 -0600
Subject: RE: JH Fewell
==== Forwarded message =====



1 Attachment

Utility Pole Repair - November 2020.pdf



**P.O. Drawer 879
Florence, MS 39073-8879**

**Phone: 601-932-2060
Fax: 601-932-2550**

Municipal & Public Works Construction

Heavy & Highway Construction

November 30, 2020

**Cornerstone Engineering, LLC
710 Northside Drive Suite A
Clinton, MS 39056**

Attn: Mr. Mauricka McKenzie, P.E.

**Re: JH Fewell Water Treatment Plant Influent Pump Station Pedestrian Bridge
Project SRF Loan # DWI-L250008-02 Contract #2
Jackson, Mississippi
Utility Pole Repair**

Mr. McKenzie

The following is our breakdown for your use in preparing the supplemental agreement for the requested utility pole repair on the above referenced project:

Material -	\$15,370.50
Labor -	\$19,987.50
Equipment -	\$2,900.00
Overhead & Profit -	\$7,606.06
Tax & Bond -	\$2,161.13
Total -	\$48,025.19

If you should need any additional information please let us know.

Thanks;

**Stephen Smith, P.E.
Project Manager
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS
Office 601-932-2060 ext 121
Fax 601-932-2550
Cell 601-942-9949**

The difficult we do immediately, the impossible takes a little longer!

Pump #5 Switch Gear CO

SS

Stephen Smith <SSmith@hemphillconstruction.com>

Tue, 09 Feb 2021 1:59:34 PM -0600

To "Mauricka McKenzie" <admin@cornerstoneengllc.com>

Tags 

Security  TLS [Learn more](#)

Mauricka

The price to perform the work on Pump #5 switch gear is \$129,750.00

The scope of work Included is:

To remove & replace 2 pieces of 5KV gear due to age and being non-operable. Section 1 a refurbished

5KV fusible switch will be placed inside the plant in location next to the existing gear line up to power section 2. Section 2 is new 5KV soft start starter located at the pump building at the river. Price includes control work by CSI. This price excludes any work on pump #5 itself, this motor has not been run for a while and needs to be checked prior to being energized. There will have to a schedule outage to energize to new gear. The gear was locked in on 2/6/2021 will shipped within 10 days.

This is based on the use of AIA#A401

Thank you

Stephen Smith, P.E.
Project Manager



Hemphill Construction Company, Inc.
P.O. Drawer 879
1858 Highway 49 South
Florence, MS 39073-0879
Office: 601-326-9106
Fax: 601-932-2350
Mobile: 601-942-9949
Email: SSmith@hemphillconstruction.com
Web: www.hemphillconstruction.com

This electronic mail message and any files transmitted with it may contain confidential and/or privileged information and is the property of HEMPHILL CONSTRUCTION CO. INC. If you are not the intended recipient, you are hereby notified that any use of the contents of this message or any unauthorized copying, disclosure, or distribution of the material in this message is strictly prohibited. If you received this communication in error, please immediately return this message to the sender and delete the original message and any copy of it in your possession.

Message ID: 3GA14X1E

**ORDER ACCEPTING THE BID OF HEMPHILL
CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL
INFLUENT PUMP STATION PEDESTRIAN BRIDGE
REPLACEMENT PROJECT, CITY PROJECT NUMBER
19B0103.904, DWI-L250008-02.**

OFFICE OF THE CITY ATTORNEY
7-27-2020
149100

WHEREAS, on July 7, 2020, the City of Jackson received one sealed bid for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project, City Project No.19B01032.904, DWI-L250008-02; and


WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$1,997,636.00, 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 Hemphill Construction Company, Inc. as the lowest and best bid.


IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the amount of \$1,997,636.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

ITEM # _____
DATE: _____
BY: **WILLIAMS, CARTER, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 21, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents and businesses in within the City of Jackson Corporate Limits																																													
4.	Benefits	Water/Bridge Infrastructure JH Fewell Water Plant																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located at the JH Fewell WTP.																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$1,997,636.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan #2 Account No. 032-521.90-9B0103-904-6485 																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____	AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____	WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____	HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____	NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____																																							

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba
From: Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer 
Date: July 7, 2020

Agenda Item:

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02.

Purpose: Water/Bridge Infrastructure Repair JH Fewell
Cost: \$1,997,636.00
Project/Contract Type: Influent Pump Bridge Replacement
Funding Source: Fund 32
Schedule/Time: August 2020
DPW Manager: Charles Williams Jr., PE, PhD/Mary Carter

Background:

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a contract with Hemphill Construction Company, Inc., for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project. The purpose of is this project is to replace the existing bridge structure to the influent pump station. This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. 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
7/20/20

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02 is legally sufficient for placement in NOVUS Agenda.



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



DATE



July 8, 2020
Cornerstone Engineering Project No. 19-04

Charles Williams, P.E., PhD, City Engineer
Department of Public Works
City of Jackson, Mississippi
200 South President Street
Jackson, MS 39201

REFERENCE: **BID EVALUATION
PROPOSED COJ JH FEWELL PUMP STATION PEDESTRIAN BRIDGE
REPLACEMENT PROJECT**

Dear Dr. Williams:

As you are aware, on July 7, 2020, one (1) bid was received and opened for the above referenced project. The original proposals were retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bids and have found the following:

The apparent lowest bid was received in the amount of \$1,997,636.00 from Hemphill Construction Company, Inc. Hemphill Construction had MBE participation of 12.43% as noted in their bid. Hemphill also had FBE participation of 15.23% as noted in their bid.

Our engineer's budget estimate for the project was \$1,700,000.00 for the construction budget. Hemphill Construction, Inc.'s proposal is slightly over the projected construction estimate.

The final official bid tabulation is included in Attachment A. Please let us know of the City Council's decision at your earliest convenience so we may prepare the contract documents for execution. Please call if you or your staff have any questions.

Sincerely,

Mauricka McKenzie, Sr., P.E., BCBE
Principal Engineer

Cc: Mary Carter, Deputy Public Works Director

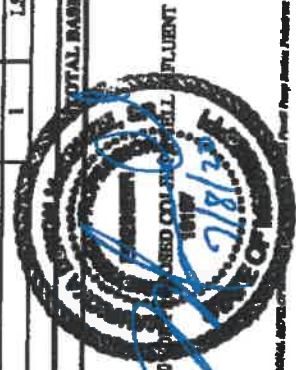
BID TABULATION

Proposed COJ JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project

BRF LOAN #3 DW1-1250008-02, Contract #2

Appoint Low Bidder #1
REMFBILL

Item Sched.	Item No.	Item Description	Estimated Quantity	Unit Description	Bidder's Original Price	
					Unit Price	Total Price (Estimated Quantity x Unit Price)
A	1	Mobilization	1	LS	\$ 65,000.00	\$ 65,000.00
A	2	Clearing, Bunting, and Grading and Debris Removal	1	LS	\$ 20,000.00	\$ 20,000.00
A	3	Electrical Demolition	1	LS	\$ 21,500.00	\$ 21,500.00
A	4	Cleanup, Grading, and Erosion Control	800	SY	\$ 34.00	\$ 27,200.00
A	5	Remove and Dispose Existing Timber Pedestrian Bridge	1	LS	\$ 95,000.00	\$ 95,000.00
A	6	Concrete Pavement Demolition	1	LS	\$ 9,985.00	\$ 9,985.00
A	7	Temporarily Cap Existing 2" PVC Water Line Near Inlets Structure and Reinstall at Bridge Completion (100 L.F.)	1	LS	\$ 2,500.00	\$ 2,500.00
A	8	Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
B	1	Install Steel Bridge Foundations (Drive Piles - Steel HP 14 x 89 Piling)	1500	LF	\$ 50.00	\$ 75,000.00
B	2	Install Precast Concrete Pile Cap	9	EA	\$ 3,500.00	\$ 31,500.00
B	3	PDA Test Pile - Steel HP Piling	1	EA	\$ 12,500.00	\$ 12,500.00
B	4	Remove and Dispose of Excess Excavated Soils	150	CY	\$ 22.95	\$ 3,442.50
B	5	Install New Rebarbed Power Lines, Electrical Conduits/Devices, Control Wiring	1	LS	\$ 323,650.00	\$ 323,650.00
B	6	Install Pedestrian Bridge Steel Superstructure w/wood Decking (760 L.F.)	1	LS	\$ 765,520.00	\$ 765,520.00
B	7	Install New Steel Bridge Superstructure (Appr. 4'w x 15'L) to Connect North Vault	1	LS	\$ 28,500.00	\$ 28,500.00
B	8	Install New Steel Bridge Superstructure (Appr. 4'w x 10'L) to Connect South Vault	1	LS	\$ 27,500.00	\$ 27,500.00
B	9	Salvage, Rebarfoot, Repair and Reinstall Ex. Bridge Deck & Rails Between South Vaults	1	LS	\$ 19,500.00	\$ 19,500.00
B	10	Modify Bridge Connection and Handrails at Inlets Structure	1	LS	\$ 19,250.00	\$ 19,250.00
B	11	Install Reinforced Concrete Road Wall and Approach Slab	1	LS	\$ 20,750.00	\$ 20,750.00
B	12	Install R/o Gap (300 lb) Around Inlets Structure and box Culvert	150	TON	\$ 95.00	\$ 14,250.00
B	13	Install 6" Tall Chainlink Manway Gate (black vinyl coated)	1,520	LF	\$ 20.00	\$ 30,400.00
B	14	Install 5" wide Chainlink Manway Gate (black vinyl coated)	1	EA	\$ 1,500.00	\$ 1,500.00
B	15	Install 4" wide Chainlink Manway Gate (Black vinyl coated)	2	EA	\$ 1,000.00	\$ 2,000.00
B	16	Concrete Bridge Pile Reinforcement	150	LF	\$ 255.70	\$ 46,026.00
B	17	Install 610 Corrugated Lintstone (4") for Access Road	65	TON	\$ 62.50	\$ 4,062.50
B	18	Install Select Fill Material on Embankment	250	CY	\$ 40.00	\$ 10,000.00
B	19	Install New Bridge Lighting	1	LS	\$ 45,500.00	\$ 45,500.00
B	20	Geotextile under Riprap	400	SY	\$ 2.75	\$ 1,100.00
B	21	Install Flowable FFI	1500	CY	\$ 125.00	\$ 187,500.00
B	22	Allowance (for unforeseen adjustments to utilities, sewerwork, etc.)	1	LS	\$ 75,000.00	\$ 75,000.00
TOTAL BASE BID:						\$ 1,997,636.00



I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:30 P.M. ON JULY 7, 2008 FOR THE PROPOSED BRIDGE REPLACEMENT PROJECT AT THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT.

E B O Determination

***JH Fewell Water Treatment Plant Influent
Pump Station Pedestrian Bridge Replacement
Project SRF Loan #3 DWI-L250008-02 Contract #2***

Bidder: Hemphill Construction
Status: COMPLIANT

MBE	Total Utilization
<i>FBE</i>	<i>15.23 %</i>
<i>AABE</i>	<i>12.43 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>*0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

*Waiver request

**ORDER AUTHORIZING PAYMENT TO HINDS COUNTY FOR THE
HINDS COUNTY LPA ROAD RESURFACING PROJECT, PROJECT
NO. STP-0025-00(077) LPA/107056-700998**

3-9-2021
LAW

WHEREAS, the Hinds County Board of Supervisors requested assistance with the match for the Hinds County LPA Road Resurfacing Project the City of Jackson; and

WHEREAS, the 1% Sales Tax Commission agreed to fund an amount not to exceed \$1,085,058.82 to assist with the matching funds; and

WHEREAS, the road resurfacing work included Robinson Road and Woodrow Wilson Avenue; and


WHEREAS, Hinds County has requested the matching funds in the amount of \$1,085,058.28; and

WHEREAS, the Department of Public Works recommends payment to Hinds County for the Hinds County LPA Road Resurfacing Project not to exceed \$1,085,058.82.

IT IS, THEREFORE, ORDERED that the City Council is authorized to provide payment to Hinds County in an amount not to exceed \$1,085,058.82 for the Hinds County LPA Road Resurfacing Project, Project No. STP-0025-00(077) LPA/107056-700998.

Agenda Item #24
Agenda Date: March 16, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
January 25, 2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING PAYMENT TO HINDS COUNTY FOR THE HINDS COUNTY LPA ROAD RESURFACING PROJECT, PROJECT NO. STP-0025-00(077) LPA/107056-700998
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Infrastructure and Transportation
3.	Who will be affected	Resident living along Woodrow Wilson Avenue and Robinson Rod
4.	Benefits	Road Resurfacing
5.	Schedule (beginning date)	Complete
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Robinson Road & Woodrow Wilson Avenue
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department
8.	COST	\$1,085,058.82
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	173-45190-6485 
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

To: Chokwe Antar Lumumba, Mayor

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

Date: January 28, 2021



**ORDER AUTHORIZING PAYMENT TO HINDS COUNTY FOR THE HINDS COUNTY
LPA ROAD RESURFACING PROJECT, PROJECT NO. STP-0025-00(077)
LPA/107056-700998**

Background:

Attached, you will find an item for the City Council Agenda to approve payment to Hinds County for matching funds for the Hinds County LPA Road Resurfacing Project. The project entailed resurfacing Robinson Road and Woodrow Wilson Avenue. The 1% Sales Tax Commission approved the match in the amount of \$1,085,058.82.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

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

Office of the City Attorney
3/9/21

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO HINDS COUNTY FOR THE HINDS COUNTY LPA ROAD RESURFACING PROJECT, PROJECT NO. STP-0025-00(077) LPA/107056-700998** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, *INTERIM CITY ATTORNEY*
Terry Williamson, *Legal Counsel*



DATE

MUNICIPAL SPECIAL SALES TAX COMMISSION MEETING MINUTES

Wednesday, December 12, 2018 - 2:00 p.m. Warren G. Hood Building - Andrew Jackson Conference Room

PRESENT: Dr. Robert Blaine, Michael Boerner, Ted Duckworth, Carrie Johnson Robinson, Jonathan Lee, Mayor Lumumba, Pete Perry, and Duane O'Neill.

PRESIDING: Mayor Lumumba

CALL TO ORDER/INVOCATION: Mayor Lumumba called the meeting to order at 2:17p.m. and gave the invocation.

APPROVAL OF MINUTES: The minutes of the November 14, 2018 Municipal Sales Tax Commission Meeting were presented for approval. A motion was made by Duane O'Neill and seconded by Dr. Robert Blaine to approve the minutes. A vote was taken. Motion Carried.

STATUS OF SALES TAX FUND: Robert Miller stated that \$65,390,659.00 has been collected since inception (through November, 2018), \$58,021,252 has been obligated, leaving \$7,369,407 unobligated.

STATUS OF TRANSMISSION LINE FAILURE: Robert Miller stated that on Friday, November 30th there was a catastrophic failure of a 90 degree bend, in a 36 inch transmission main at the intersection of Laurel and Myrtle Streets in Belhaven. The failure was due to two holes in the bend of the pre-stressed concrete pipe. A boil water notice was issued early Friday afternoon. The job site was secured and turned over to Hemphill Construction on Friday evening and repair continued through the weekend. The pipe was refilled on Sunday evening and returned to service Monday morning. The boil water advisory was lifted noon on Monday. Because this infrastructure is significant, an independent evaluation regarding the cause of the failure is being completed by an engineer at Neel-Schaffer. The review is complete and a report is being drafted. The estimated cost is between \$350,000 and \$500,000.

2018 RESURFACING UPDATE: Dr. Charles Williams stated that two projects are complete. Base repair and sidewalk repair were made on Bailey Avenue and Bailey Avenue extension. Contractors are paving near Merit Health on Hospital Drive, base repairs were made on Clinton Boulevard and will move towards Bullard Street. The total project cost was \$3,912, 249.89. Robert Miller added that recent information provided regarding Ridgewood Court Drive has caused them to look at recommending another street that has pressing needs.

BELHAVEN CREEK UPDATE: Dr. Charles Williams stated that originally the project had two parts but were combined to look at the entire channel from Woodrow Wilson to Laurel. During the evaluation, Southern Consultants put together a proposal; and a series of meetings took place with residents who will be affected on how to move forward. A meeting was held in October and from that meeting it was decided to look at the area around St. Mary to Laurel Street, which affects about 16 property owners. So far six construction easements have been received and are working to obtain the others. Once easements are obtained, the Commission will be asked to provide construction funds. There was further discussion about the language regarding the project. It was stated that the language has not changed and the City is prepared with the assistance of the residents to move on the section, St. Mary to Laurel and move forward with the remainder of the project at a later time. Commissioners asked for a global analysis, a total cost and a detail breakdown of the sections.

STATUS UPDATE FOR WATER SEWER BILLING (WSBA): Robert Miller began by saying that the inability to collect water bills predates the implementation of the Siemens system; the City did not enforce its collection rules even before the new system was installed. They have worked to get customers billed and had considerable amount of success, with 21,600 customers billed from May-October. The turn off service began in November and business processed had to rebuilt. In addition, turn-offs began for non-payment and will ramp up after the Holidays. In November, 782 customers received notification. There are essentially three problems to work through: (1) customers who can't afford their bill, (2) Incorrect bills, (3) customers who need discuss billing with the City but don't have access to MetroCenter (the City will provide satellite centers), and (4) the billing system is caught up but there are 24 significant issues to solve. There are nearly 20,000 accounts delinquent. A total of \$178,581.84 was collected in November; these are accounts that have not made payments in two or more years.

NORTHSIDE DRIVE BID RESULTS: *Dr. Charles Williams* stated that the price exceeded the Engineer's estimate so a bid evaluation was created by Southern Consultants. James Stewart of Southern Consultants reviewed the bid evaluation and used Terry Road as a comparison. A total of \$600,725 is needed to cover the shortfall. A motion was made by *Jonathan Lee* and seconded by *Dr. Robert Blaine* to authorize \$600,725 to cover the shortfall, if MDOT allows the City to accept the bid for Northside Drive BID results. A vote was taken. Motion Carried.

NORTH STATE STREET MILL AND OVERLAY: *Dr. Charles Williams* distributed and reviewed an opinionated cost for State Street prepared by Waggoneer Engineering. The subtotal construction items \$4,091,988.05, contingencies \$204,599.40, construction engineering and inspection \$491,038.57, so the total construction cost is \$4,787,626.02. The request is above the match. The original match that was applied for MPO funds for Northside was \$1,887,575, the federal match was \$1,415,681.25 and the City's local match was \$471,893.75.

State Street (Fortification to Woodrow Wilson) - The federal match is \$3,888,750.00; the local match City's is \$1,296,250. The total construction funding is \$5,185,000.00.

HINDS COUNTY PAVING PROJECT: *Mayor Lumumba* stated that Hinds County is requesting matching funds in the amount 1,085,058.82 for their MPO request. The funding will assist with repaving the following streets: Robinson Road segment 1 (Capitol Street to Ellis Avenue), Robinson Road Segment 2 (Ellis Avenue to Hwy 80), Robinson Road segment 3 (Hwy 80 to I-20), and Woodrow Wilson (Fortification Street to Martin Luther King Drive). Supervisor Calhoun will provide \$448,000. A motion was made *Carrie Johnson Robinson* and seconded by *Jonathan Lee* to allocate \$1,085,058.82 to support the local match required. A vote was taken 6-yes Dr. Robert Blaine, Michael Boerner, Ted Duckworth, Jonathan Lee, Mayor Lumumba, Carrie Johnson Robinson, and Duane O'Neill; 1-No, Pete Perry. Motion Carried.

UPDATE ON BRIDGE CLOSURES: *Dr. Williams* stated that a notice to proceed has been issued for Raymond Road as well as Henderson Road; and contractors have started on Henderson. Bids opened yesterday for Beasley Road and Ford Avenue. Bids also opened on Meadowbrook last week. There were issues with beams and with AT&T on McDowell Road; however those issues have been resolved and work should resume the first of the year. Additionally, West Street is near completion.

FY 20 PLANNING MEETING REQUEST: *Robert Miller* requested a planning meeting with Commissioners to review all authorized projects and the status of those projects. It was agreed that this meeting will replace the regular Commission Meeting on January 9, 2019.

ADJOURNMENT: The meeting was adjourned at 3:57 p.m.

Jonathan Lee/Cynthia Buchanan, Recorder
ATTEST:

Chokwe Antar Lumumba, Mayor

ROBERT GRAHAM
District 1

DAVID L. ARCHIE
District 2
Vice President

CREDELL CALHOUN
District 3
President



VERN O. GAVIN
District 4

BOBBY "BOBCAT" MCGOWAN
District 5

Thelma Boyd
Acting
Public Works Director

Public Works Department

January 8, 2021
Attention: Dr. Charles Williams, P.E., Public Works Director
City of Jackson
200 South President St., Suite 523
Jackson, MS 39201

**Re: HINDS COUNTY LPA ROAD RESURFACING PROJECT
PROJECT NO. STP-0025-00(077) LPA/ 107056-700998**

Subject: Request for City of Jackson Committed Funds

Dear Dr. Williams:

This letter will serve as a follow up to our conversation and a request funds the City of Jackson Committed to assist with the match for the above reference project. In general, the project consisted of milling, leveling, base repairs, overlaying, and striping the following streets (approximately 5.00 miles in length):

<u>Site</u>	<u>Road Name</u>	<u>B.O.P</u>	<u>E.O.P</u>	<u>Miles (approx.)</u>
A	Robinson Road 1	Capitol Street	Ellis Avenue	1.700
B	Robinson Road 2	Ellis Avenue	Highway 80	1.600
C	Robinson Road 3	Highway 80	Interstate 20	0.700
D	Woodrow Wilson	Fortification St.	MLK Drive	0.800

The Construction Cost for the project was \$2,998,919.50. And a final inspection was held on December 9, 2020 in which the City of Jackson was a participant.

The City of Jackson committed to provide \$1,085,058.82 for this project.



"Accredited by the American Public Works Association"

Upon receipt of this letter, we are respectfully requesting the City of Jackson to provide Committed Funds to the Hinds County Board of Supervisors in the amount of **\$1,085,058.82** in an effort to close out this project.

Sincerely,



Thelma Boyd, Hinds County Public Works Director

c: Hinds County Board of Supervisors
File



"Accredited by the American Public Works Association"

900 E. Main Street – Raymond, MS 39154 – (601) 857-8732 – Fax: (601) 857-5559

Phase 2 Street Resurfacing Project: STP-0025-00(077) LPA107058-700998

ORIGINAL BUDGET		Federal Funds	County Match	Total	
1	Robinson Road Segment 1 (Capitol St. To Ellis Ave.)	\$ 336,934.00	\$ 336,934.00	\$ 673,868.00	
2	Robinson Road Segment 2 (Ellis Ave to Hwy. 80)	\$ 437,935.00	\$ 437,935.00	\$ 875,870.00	
3	Robinson Road Segment 3 (Hwy 80 to 120)	\$ 215,854.00	\$ 215,854.00	\$ 431,708.00	
4	Woodrow Wilson (Fortification St. to Martin Luther King Dr.)	\$ 208,033.00	\$ 208,033.00	\$ 412,066.00	
		\$ 1,196,756.00	\$ 1,196,756.00	\$ 2,393,512.00	
BUDGET BASED ON BIDS RECEIVED					
	1 Construction Cost			\$ 2,894,686.50	
	2 Contingency	0.00000%		\$ -	
	3 Material Testing	3.45461%		\$ 100,000.00	
	4 CE&I Cost			\$ 94,000.00	
	5 Total Estimated Cost			\$ 3,088,686.50	
	6 Federal Funds (Maximum amount that can be used on project)			\$ 1,196,756.00	
	7 City of Jackson Commented		\$ 1,085,058.82		
	8 Hinds County Commented		\$ 400,000.00		
	9 Total Amount Commented by City and County			\$ 1,485,058.82	
	10 Total Budget Funds			\$ 2,881,814.82	
	11 Additional Fund Needed			\$ 406,871.68	
	12 City and County - Total Estimated Funds Required (This does not include any Contingency Funds)			\$ 1,491,930.50	
03/27/19 BID SUMMARY					
Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Comment	Previous Bid
1 APC - Mississippi, Inc	00085	Federal Insurance Company	\$2,998,919.50		\$ 2,983,142.00
2 Dickerson & Bowen, Inc.	00012	Hartford Accident & Indemnity Company	\$3,027,918.50		\$ 3,025,123.00
3 Superior Asphalt, Inc.	08457	Fidelity and Deposit Company of Maryland	\$2,894,686.50	Low Bidder	\$ 2,396,194.00
4 W. E. Blain	00011	Liberty Mutual Insurance Company	\$3,365,423.50		
					Note: Superior Bid increase by \$ 498,492.50



**ORDER ACCEPTING THE BID OF FORDICE
CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE
BRIDGE REPLACEMENT PROJECT (WARD 2)**

OFFICE OF THE CITY ATTORNEY
3/16/21

WHEREAS, on November 10, 2020, the City of Jackson received three sealed bids for the Woodway Drive Bridge Replacement Project; and


WHEREAS, the bid received from Fordice Construction Company in the amount of \$390,671.00, 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 Fordice Construction Company as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Fordice Construction Company in the amount of \$390,671.00, 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 #	Agenda Item #25
DATE:	Agenda Date: March 16, 2021
BY:	WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
March 6, 2021

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT (WARD 2)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents and businesses in Ward 2																																													
4.	Benefits	Bride Infrastructure																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 2, on Woodway Drive.																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$390,671.00																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173 173 45190 6824 																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							


Department of Public Works



200 South President Street
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: March 6, 2021

RE: Agenda Item for City Council Meeting

Attached you will find an agenda item authorizing the Mayor to enter a contract with Fordice Construction Company for the Woodway Drive Bridge Replacement. Fordice Construction Company provided the lowest and best bid in the amount of \$390,671.00.

The Department of Public Works recommends approval, if you have any questions please do not hesitate to call me at 2091.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39203-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/9/24

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, *INTERIM CITY ATTORNEY*
Terry Williamson, *Legal Counsel*



DATE

EBO Determination

Woodway Drive Bridge Replacement

Bidder: [Hemphill Construction Co](#)

Status: [COMPLIANT](#)

MBE	Total Utilization
<i>FBE</i>	5.80 %
<i>AABE</i>	24.13 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.06 %
<i>ABE</i>	0.00 %

Bidder: [Fordice Construction Co](#)

Status: [COMPLIANT](#)

MBE	Total Utilization
<i>FBE</i>	6.56 %
<i>AABE</i>	*1.74 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.15 %
<i>ABE</i>	0.00 %

Bidder: [Baker Pile Driving & Site Work LLC](#)

Status: [NON-COMPLIANT](#)

MBE	Total Utilization
<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 %

CITY OF JACKSON
WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT
 City Project No.: 18R4503.2D1

PAY ITEM NO.	DESCRIPTION	EXPOSURE ESTIMATE			FORMER CONSTRUCTION			TEMPERIAL CONSTRUCTION			BAKERS FIELD DRIVING & UTIL. WORK, LLC				
		QUANTITY	UNIT	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
5-200-A	Mobilization	1	LF	20,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-201-A	Clearing and Grubbing	1	LS	15,000.00		15,000.00		15,000.00		15,000.00		15,000.00		15,000.00	
5-202-B	Removal of Bridge	1	UNIT	15,000.00		15,000.00		15,000.00		15,000.00		15,000.00		15,000.00	
5-202-D	Removal of Asphalt Pavement	136	BY	2,700.00		2,700.00		2,700.00		2,700.00		2,700.00		2,700.00	
5-203-A	Underfoot Restoration (VMA)	374	CY	22.00		8,228.00		8,228.00		8,228.00		8,228.00		8,228.00	
5-114	Steepling	1	ACTH	1,200.00		1,200.00		1,200.00		1,200.00		1,200.00		1,200.00	
5-213-A	Temporary EIT Piers (Type I)	400	LF	8.00		3,200.00		3,200.00		3,200.00		3,200.00		3,200.00	
5-213-B	Temporary Erection Checks	16	BALE	15.00		240.00		240.00		240.00		240.00		240.00	
5-194-A	Operator Award (VMA) (Class 3, Group B)	17	TONS	25.00		425.00		425.00		425.00		425.00		425.00	
5-403-B	Hot Mix Asphalt, BT (2.5mm)	89	TONS	125.00		11,125.00		11,125.00		11,125.00		11,125.00		11,125.00	
5-404-B	Hot Mix Asphalt, BT (12.5mm)	89	TONS	120.00		10,680.00		10,680.00		10,680.00		10,680.00		10,680.00	
5-405-A	Cold Milling	237	BY	27.00		6,399.00		6,399.00		6,399.00		6,399.00		6,399.00	
5-413-D	Maintenance of Workline	1	LS	7,000.00		7,000.00		7,000.00		7,000.00		7,000.00		7,000.00	
5-413-E	Weld Cold Patch Stone (Continuous Yellow)	1	LS	20,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-413-F	Ground Bit-Run (200 lb)	350	LF	12.00		4,200.00		4,200.00		4,200.00		4,200.00		4,200.00	
5-413-G	Ground Bit-Run (400 lb)	177	BY	9.00		1,593.00		1,593.00		1,593.00		1,593.00		1,593.00	
BRIDGE ITEMS															
28" CLEAR ROADWAY WIDTH															
3" 12' PRECAST CONCRETE SPANS															
5-800-A	12" Precast Concrete Filling	2	EACH	8,000.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00	
5-800-B	12" Precast Concrete Slab Unit 3.5' Interior	649	FT	70.00		45,430.00		45,430.00		45,430.00		45,430.00		45,430.00	
5-800-C	12" Precast Concrete Slab Unit 4.5' Interior	4	EACH	5,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-800-D	12" Precast Concrete Slab Unit 3.5' Exterior	4	EACH	5,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-800-E	12" Precast Concrete Slab Unit 4.5' Exterior	74	LF	273.00		20,202.00		20,202.00		20,202.00		20,202.00		20,202.00	
5-800-F	12" Precast Concrete Cap, End Unit	2	EACH	8,000.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00	
5-800-G	12" Precast Concrete Wing	4	EACH	1,500.00		6,000.00		6,000.00		6,000.00		6,000.00		6,000.00	
5-800-H	12" Precast Concrete Slab Unit 3.5' Interior	4	EACH	5,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-800-I	12" Precast Concrete Slab Unit 4.5' Interior	2	EACH	5,000.00		10,000.00		10,000.00		10,000.00		10,000.00		10,000.00	
5-800-J	12" Precast Concrete Slab Unit 3.5' Exterior	2	EACH	5,000.00		10,000.00		10,000.00		10,000.00		10,000.00		10,000.00	
5-800-K	12" Precast Concrete Slab Unit 4.5' Exterior	38	LF	273.00		10,474.00		10,474.00		10,474.00		10,474.00		10,474.00	
5-800-L	12" Precast Concrete Cap	2	EACH	8,000.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00	
28" CLEAR ROADWAY WIDTH															
3" 12' PRECAST CONCRETE SPANS															
5-800-A	12" Precast Concrete Filling	2	EACH	8,000.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00	
5-800-B	12" Precast Concrete Slab Unit 3.5' Interior	649	FT	70.00		45,430.00		45,430.00		45,430.00		45,430.00		45,430.00	
5-800-C	12" Precast Concrete Slab Unit 4.5' Interior	4	EACH	5,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-800-D	12" Precast Concrete Slab Unit 3.5' Exterior	4	EACH	5,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-800-E	12" Precast Concrete Slab Unit 4.5' Exterior	74	LF	273.00		20,202.00		20,202.00		20,202.00		20,202.00		20,202.00	
5-800-F	12" Precast Concrete Cap, End Unit	2	EACH	8,000.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00	
5-800-G	12" Precast Concrete Wing	4	EACH	1,500.00		6,000.00		6,000.00		6,000.00		6,000.00		6,000.00	
5-800-H	12" Precast Concrete Slab Unit 3.5' Interior	4	EACH	5,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
5-800-I	12" Precast Concrete Slab Unit 4.5' Interior	2	EACH	5,000.00		10,000.00		10,000.00		10,000.00		10,000.00		10,000.00	
5-800-J	12" Precast Concrete Slab Unit 3.5' Exterior	2	EACH	5,000.00		10,000.00		10,000.00		10,000.00		10,000.00		10,000.00	
5-800-K	12" Precast Concrete Slab Unit 4.5' Exterior	38	LF	273.00		10,474.00		10,474.00		10,474.00		10,474.00		10,474.00	
5-800-L	12" Precast Concrete Cap	2	EACH	8,000.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00	

TOTAL BID \$ 468,980.00 \$ 386,874.00 \$ 433,158.00 \$ 446,038.48

CERTIFICATION:

I hereby certify this is a true and correct copy of the Bid as received on November 10, 2020 at 2:00 PM for the City of Jackson Woodway Drive Bridge Replacement Project.



Shirley Moody, P.E.
 CIVILTECH, INC.

**ORDER ACCEPTING THE BID OF HEMPHILL
CONSTRUCTION COMPANY, INC., FOR THE HATHORN
DRIVE BRIDGE REPLACEMENT PROJECT (WARD 7)**

OFFICE OF THE CITY ATTORNEY
3-18-2021
[Signature]

WHEREAS, on November 10, 2020, the City of Jackson received one sealed bid for the Hathorn Drive Bridge Replacement Project; and

WHEREAS, the bid received from Hemphill Construction Company, Inc., in the amount of \$528,353.40, 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 Hemphill Construction Company, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc., in the amount of \$528,353.40, 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.

IT IS, FURTHER, ORDERED that the Mayor execute a contract with Hemphill Construction Company, Inc for the Hathorn Drive Bridge Replacement in amount not to exceed \$528,353.40.

ITEM # Agenda Item #26
DATE: Agenda Date: March 16, 2021
BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
March 6, 2021

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE HATHORN DRIVE BRIDGE REPLACEMENT PROJECT (WARD 7)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents and businesses in Ward 7																																													
4.	Benefits	Bridge Infrastructure																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 7																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$528,353.40																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173-45190-6824 																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>___</td><td>N/A</td><td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Public Works



200 South President Street
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: March 6, 2021
RE: Agenda Item for City Council Meeting

A handwritten signature in blue ink that reads "Charles Williams Jr." with a stylized flourish at the end.

Attached you will find an agenda item authorizing the Mayor to enter a contract with Hemphill Construction Company, Inc., for the Hathorn Drive Bridge Replacement Project. Hemphill Construction Company, Inc., provided the lowest and best quote in the amount of \$528,353.40.

The Department of Public Works recommends approval, if you have any questions please do not hesitate to call me at 2091.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2739
Jackson, Mississippi 39207-2739
Telephone: (601) 960-1789
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/9/24

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE HATHORN DRIVE BRIDGE REPLACEMENT PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, *INTERIM CITY ATTORNEY*
Terry Williamson, *Legal Counsel*



DATE



November 13, 2020

Attention: Charles Williams Jr., PE, PhD, Interim Director of Public Works
City of Jackson, Mississippi
200 South President Street
Jackson, MS 39205

Dear Dr. Williams,

Reference: Hawthorn Drive Bridge Replacement Project

Sealed bids were received by the City of Jackson on November 10th, 2020, for the construction of the referenced project. As indicated by the enclosed certified bid tabulation, one (1) sealed bid from the following construction company was opened and read aloud:

Hemphill Construction Company, Inc.

The bid submitted by Hemphill Construction Company, Inc. was for a total bid amount of **\$528,353.40**. We have reviewed the bid, find it to be in order and recommend the referenced project be awarded to **Hemphill Construction Company, Inc.** following approval by City of Jackson personnel.

Regards,

Stantec Consulting Services, Inc.

A handwritten signature in blue ink that reads "Brad Engels".

Brad Engels
Senior Associate
Phone: (601) 500-7960
Fax: 601-853-3780
brad.engels@stantec.com

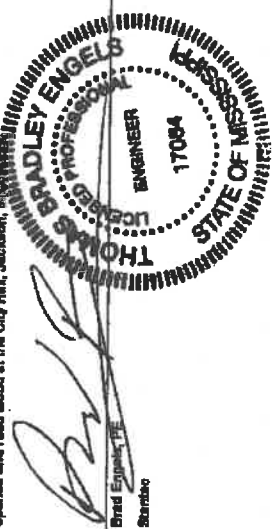
Attachment: Bid Tabulation

c. File

eb document2

MANWORTH BRIDGE REPLACEMENT BID TABULATION									
PAY ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEERS ESTIMATE		HEMPHILL CONSTRUCTION COMPANY, INC.			
				UNIT COST	TOTAL	UNIT COST	TOTAL		
S-200-A	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$37,750.00	\$37,750.00		
S-201-A	CLEARING & GRUBBING	LS	1	\$20,000.00	\$20,000.00	\$51,550.00	\$51,550.00		
S-202-A	REMOVAL OF OBSTRUCTIONS	LS	1	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00		
S-202-C	REMOVAL OF CURB AND GUTTER	LF	60	\$15.00	\$900.00	\$15.00	\$900.00		
S-202-D	REMOVAL OF ASPHALT	SY	315	\$50.00	\$15,750.00	\$50.00	\$15,750.00		
S-203-A	UNCLASSIFIED EXCAVATION (FM)	CY	100	\$50.00	\$5,000.00	\$20.00	\$2,000.00		
S-203-E	BORROW EXCAVATION (CONTRACTOR FINISHED, FIVE, CLASS B-1.5)	CY	200	\$40.00	\$8,000.00	\$40.00	\$8,000.00		
S-203-F	CHANNEL EXCAVATION (LVM)	CY	92	\$40.00	\$3,680.00	\$30.00	\$2,760.00		
S-203-H	EXCESS EXCAVATION (FM)	CY	100	\$40.00	\$4,000.00	\$30.00	\$3,000.00		
S-203-I	SITE GRADING	SY	50	\$20.00	\$1,000.00	\$15.00	\$750.00		
S-225-A	SOLID SOODING	SY	80	\$10.00	\$800.00	\$10.00	\$800.00		
907-5-228-A	HYDROSEEDING	ACRE	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00		
S-229-A	PORTLAND CEMENT CONCRETE PAVED DITCH	CY	10	\$1,100.00	\$11,000.00	\$1,000.00	\$10,000.00		
S-233-A	TEMPORARY SILT FENCE	LF	100	\$5.00	\$500.00	\$6.00	\$600.00		
S-237-A	WATTLES, 20'	LF	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00		
S-304-D	CRUSHED STONE (SIZE 6/10)	TON	50	\$75.00	\$3,750.00	\$85.00	\$4,250.00		
S-310A-2	SIZE 57 STABILIZER AGGREGATE, COURSE	TON	200	\$100.00	\$20,000.00	\$60.00	\$12,000.00		
902-4-403-A	HOT MIX ASPHALT, BASE COURSE (BS-1) (TYPE 6)	TON	15	\$400.00	\$6,000.00	\$150.00	\$2,250.00		
902-4-403-D	HOT MIX ASPHALT, SURFACE COURSE (SC-1) (TYPE 4)	TON	10	\$400.00	\$4,000.00	\$150.00	\$1,500.00		
303-C	SAW CUT	LF	150	\$10.00	\$1,500.00	\$12.00	\$1,800.00		
S-601-A	CLASS BB STRUCTURAL CONCRETE	CY	203	\$1,300.00	\$263,600.00	\$995.00	\$201,985.00		
S-602-A	REINFORCING STEEL	LBS	45649	\$2.00	\$91,298.00	\$1.50	\$73,088.40		
S-607-A	ROADWAY CONSTRUCTION STAGING	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
S-605-B	CONCRETE CURB, HEADER	LF	100	\$45.00	\$4,500.00	\$35.00	\$3,500.00		
S-618-A	MAINTENANCE OF TRAFFIC	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00		
S-613-A	CONCRETE PAVING	LF	84	\$250.00	\$21,000.00	\$180.00	\$15,120.00		
				TOTAL BID	\$513,774.00	TOTAL BID	\$528,313.40		

I certify this to be a true and accurate tabulation of the bids received by the City of Jackson by 3:30 PM on Tuesday, November 10, 2020 and opened and read aloud at the City Hall, Jackson, Mississippi.



Thomas Bradley Engels
 Brad Engels, P.E.
 Engineer

E B O Determination

Hawthorne Drive Bridge Replacement

Bidder: [Hemphill Construction Company](#)
Status: [COMPLIANT](#)

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	6.22 %
<i>AABE</i>	16.09 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.09 %
<i>ABE</i>	0.00 %

ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WINTER ICE STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON FEBRUARY 22, 2021

WHEREAS, on or about February 22, 2021, the Mayor and Council declared the existence of a local emergency as a result an ice storm that occurred in the City of Jackson; and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code of 1972, as amended, the City of Jackson possess the power to enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to victims of such disaster; and

WHEREAS, furthermore, pursuant to Section 33-15-17 (b), the City of Jackson is authorized to exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, and the incurring of obligations; and

WHEREAS, pursuant to Section 33-15-17 (c), the City of Jackson possesses the power and authority to appropriate and expend funds and make contracts for emergency management purposes, which includes the collecting and removal of debris left from the ice storm event; and

WHEREAS, the Mayor and the authorized representative of PDT Logistics LLC have executed a contract for the removal of debris caused by the winter storm, which is attached hereto; and

WHEREAS, the scope of work for the contract includes debris removal and basic labor to remove limbs and other debris from the street and yards of individual dwellings; hauling, and removal of debris from the site for legal disposal; and

WHEREAS, payment will be based on the number of cubic yards of material disposed at a cost of \$90.00 per cubic yard, which per yard price is based on an estimated maximum quantity of 3000 cubic yards; and

WHEREAS, the total contract amount shall not exceed \$250,000.00.

IT IS THEREFORE ORDERED that the contract with PDT Logistics LLC in an amount not to exceed \$250,000.00 without further authorization of the governing authorities for debris removal necessitated by the 2021 winter storm is ratified.

Agenda Item #28
Agenda Date: March 16, 2021

By: (WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 3, 2021

	POINTS	COMMENTS																														
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WINTER ICE STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON FEBRUARY 22, 2021																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Quality of Life Infrastructure and Transportation																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	The purpose of this contract is to remove debris left and caused by the ice storm event.																														
5.	Schedule (beginning date)	As soon as possible																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	The Department of Public Works, Solid Waste Division																														
8.	COST	Not to exceed \$250,000																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Fund																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes ___</td> <td style="width: 10%;">no ___</td> <td style="width: 35%;">N/A ___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	NABE	_____ %	WAIVER	yes ___	no ___	N/A ___
ABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
AABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
WBE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
HBE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											



**City of Jackson
Department of Public Works**

To: Mayor Chokwe A. Lumumba

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

Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WINTER ICE STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON FEBRUARY 22, 2021

Item #:
Council Meeting: Regular Council Meeting, March 16, 2021
Consultant/Contractor: N/A
EBO: N/A
Purpose: To ratify a contract with PDT Logistics LLC for debris removal after the recent inclement weather event.
Cost: An amount not to exceed \$250,000
Project/Contract Type:
Funding Source: General Fund
Schedule/Time:
DPW Manager: Lakesha Weathers

Background: PDT Logistics LLC will remove debris caused by the most recent winter storm event. A contract in an amount not to exceed \$250,000 has been executed by the Mayor and the authorized representative of PDT Logistics LLC.

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

Handwritten: 252
FORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WINTER STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON FEBRUARY 22, 2021** is legally sufficient for placement in NOVUS Agenda.



MONICA D. ALLEN, INTERIM CITY ATTORNEY
Terry Williamson, Legal Counsel 

3/10/21
DATE

9
3-16-2021

ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S CLAIMS IN *City of Jackson, Mississippi vs. Jaxon Energy, LLC, et al.*, CIVIL ACTION NO. 3:20-cv-280 HTW-LRA, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

WHEREAS, the City of Jackson, Mississippi Department of Public Works installed a 4-inch water main line at the facility of Jaxon Energy, LLC, which was located in the 400 block of Industrial Drive in the City of Jackson; and

WHEREAS, Jaxon Energy, LLC used the water main to supply water to a hydrogen reformer; and

WHEREAS, beginning from May of 2018 when the hydrogen reformer went to service, during the 266 days of its operation, Jaxon Energy, LLC failed to pay for any of the water used; and

WHEREAS, on March 31, 2020, the Council of the City of Jackson authorized the Mayor to retain William M. Quinn II and his law firm McRaney Montagnet Quin & Noble, PLLC and Merrida Coxwell and his firm, Coxwell & Associates, PLLC (collectively, "Outside Counsel") to pursue legal action against Jaxon Energy, LLC for the misappropriation of water and other resources from the City of Jackson; and

WHEREAS, Outside Counsel agreed to compensation on a contingency fee basis, wherein they agreed accept as full compensation those authorized on Section 7-5-8 of the Mississippi Code of 1972, as amended; and

WHEREAS, Outside Counsel filed the lawsuit styled *City of Jackson, Mississippi vs. Jaxon Energy, LLC, et al.*, Civil Action No. 3:20-cv-280 HTW-LRA, in the United States District Court for the Southern District of Mississippi; and

WHEREAS, after the filing of the lawsuit, Outside Counsel participated in mediation conducted by the United States Magistrate Judge assigned to the case on October 22, 2020; and

WHEREAS, during the mediation, based on the information received by Outside Counsel, they were able to calculate the amount of water sales lost by the City in the amount of \$41,429.50; and

WHEREAS, at the conclusion of the mediation, Jaxon Energy, LLC proposed to pay \$62,000.00 as full and final settlement of all of the City of Jackson's claims arising from the operation of the hydrogen reformer owned and operated by it in the 400 block of Industrial Drive; and

WHEREAS, Outside Counsel recommends that the governing authorities of the City of Jackson accept this settlement.

IT IS, THEREFORE, ORDERED that the counsel for the City of Jackson in the case styled *City of Jackson, Mississippi vs. Jaxon Energy, LLC, et al.*, Civil Action No. 3:20-cv-280 HTW-LRA, in the United States District Court for the Southern District of Mississippi is authorized to settle all claims asserted by the City against Jaxon Energy, LLC and the other defendants in that case for the amount of \$62,000.00.

Agenda Item #29
Agenda Date: March 16, 2021
(ALLEN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 19, 2021
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S CLAIMS IN City of Jackson, Mississippi vs. Jaxon Energy, LLC, et al., CIVIL ACTION NO. 3:20-cv-280 HTW-LRA, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life
3.	Who will be affected	City's Water-Sewer Enterprise Fund will receive payment for unmetered water
4.	Benefits	Compensates the Water-Sewer Enterprise for unmetered water
5.	Schedule (beginning date)	N/A
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input checked="" type="checkbox"/>	Lawsuit filed and mediation conducted by outside counsel
8.	COST	N/A (Recovery of \$45,165.14)
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water-Sewer Enterprise Fund
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 _____



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Monica D. Allen, Interim City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S CLAIMS IN City of Jackson, Mississippi vs. Jaxon Energy, LLC, et al., CIVIL ACTION NO. 3:20-cv-280 HTW-LRA, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

Council Meeting: Regular Council Meeting, March 16, 2021

Purpose: To resolve litigation brought on behalf of the City by outside counsel

Cost: N/A

Funding Source: Water-Sewer Enterprise Fund

Background:

This litigation arose from reports of environmental dumping and the use of unmetered water at the Jaxon Energy, LLC facility located in the 400 block of Industrial Drive. Jaxon Energy operated a hydrogen reformer at this location, which produced byproducts that were allegedly dumped to a ditch where it entered the environment. The hydrogen reformer was also alleged to be using unmetered City of Jackson treated water.

March 31, 2020, the Council of the City of Jackson authorized the Mayor to retain William M. Quinn II and his law firm McRaney Montagnet Quin & Noble, PLLC and Merrida Coxwell and his firm, Coxwell & Associates, PLLC (collectively, "Outside Counsel") to pursue legal action against Jaxon Energy, LLC for the misappropriation of water and other resources from the City of Jackson.

Following the filing of the lawsuit, the Court conducted a mediation on October 22, 2021. During the mediation, parties used the respective information in their possession to conclude that Jaxon Energy used unmetered water that would have cost it \$41,429.50, had the water been metered properly. At the conclusion of the mediation, the defendants offered a settlement of \$62,000.00, which Outside Counsel believed to be reasonable and agreed to recommend to the City Council.

Under the terms of the fee agreement with Outside Counsel, the City will receive \$45,165.14. Outside counsel will receive a contingency fee of \$15,500 and reimbursement for expense in the amount of \$1,334.86.

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

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capital Street
Post Office Box 2779
Jackson, Mississippi 39207-0779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO SETTLE THE CITY'S CLAIMS IN City of Jackson, Mississippi vs. Jaxon Energy, LLC, et al., CIVIL ACTION NO. 3:20-cv-280 HTW-LRA, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.


MONICA B. ALLEN, INTERIM CITY ATTORNEY
Terry Williamson, *Legal Counsel*


DATE

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 31, 2020 10:00 A.M.**

847

WHEREAS, attorneys may join efforts with other lawyers to pursue the claims of the City at no increase of the attorneys' fees owed by the City; and

WHEREAS, the City agrees that should it fail to fully cooperate with attorneys, and should such failure to cooperate cause attorneys to voluntarily withdraw from representation of the City, attorneys are entitled to recoup all money advanced by attorneys on City's behalf, and attorneys will be entitled to a quantum meruit fee for all of attorneys' work which contributed to the recovery of money for the client, based on hourly rates delineated in the legal services contract - \$400.00 for work performed by member attorneys of the firms; \$300.00 for work performed by non-member attorneys of the firms; and \$150.00 for work performed by paralegals of the firms; and

WHEREAS, City agrees that in the event the City discharges the attorneys, the attorneys are entitled to recoup all money advanced by the attorneys on the City's behalf, and the attorneys will be entitled to a quantum meruit fee for all the attorneys' work with contributed to the recovery of money for the City, based on hourly rates delineated in the legal services contract - \$400.00 for work performed by member attorneys of the firms; \$300.00 for work performed by non-member attorneys of the firms; and \$150.00 for work performed by paralegals of the firms; and

WHEREAS, attorneys are required to keep a record of expenses and time spent working on the case, based on hourly rates delineated above.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute a contingency fee agreement with William M. Quin II and his law firm, McCraney Montagnet Quin & Noble, PLLC, and Merrida Coxwell, and his law firm, Coxwell & Associates, PLLC consistent with the terms set forth in this Order.

IT IS FINALLY ORDERED that the Mayor is authorized to execute any other documents necessary to fulfill this Order.

Council Member Stamps moved adoption; Council Member Banks seconded.

President Lindsay recognized **Tim Howard**, City Attorney, who stated that an amendment was needed in the seventh paragraph of said order to revise "WHEREAS, the City is agreeable that the attorneys' fees for services rendered will be 30% of the gross recovery obtained for the City; and change it to "WHEREAS, the City is agreeable that the attorneys' fees for services rendered shall be consistent with Section 7-5-8 of the Mississippi Code of 1972, as amended."

Council Member Priester moved; seconded by **Council Member Banks** to amend said order to reflect the changes as stated by **Tim Howard**, City Attorney. The motion prevailed by the following vote:

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

Thereafter, **President Lindsay** called for a vote on said Order as amended:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEGAL SERVICES CONTRACT WITH WILLIAM M. QUIN II AND HIS LAW FIRM MCRANEY MONTAGNET QUIN & NOBLE, PLLC, AND MERRIDA COXWELL, AND HIS LAW FIRM, COXWELL & ASSOCIATIONS, PLLC AS THE CITY OF JACKSON'S ATTORNEYS FOR THE PURPOSE OF INVESTIGATING, PROTECTING AND MAKING ANY AND ALL CLAIMS THE CITY MAY HAVE AGAINST ANY PERSON OR ENTITY ARISING OUT OF JAXON ENERGY, LLC'S ALLEGED MISAPPROPRIATION OF WATER AND OTHER RESOURCES FROM THE CITY OF JACKSON.

WHEREAS, it is in the best interest of the City for the City to engage independent legal counsel to investigate and, if necessary, pursue claims through administrative and/or civil action

against any person or entity arising out of or related to Jaxon Energy, LLC's alleged pollution of the environment, and misappropriation of water and other resources from the City of Jackson; and

WHEREAS, the individuals and firms identified herein to perform the aforementioned services are William M. Quin II and his law firm McCraney Montagnet Quin & Noble, PLLC and Merrida Coxwell, and his law firm, Coxwell & Associates, PLLC; and

WHEREAS, the individuals and two firms have proposed fees paid for services be contingent upon recovery whether by judgment, settlement, or otherwise; and

WHEREAS, the proposed legal services contract requires that the attorneys advance all reasonable and necessary expenses associated with the prosecution of the City's claims; and

WHEREAS, the proposed legal services contract requires that attorneys are authorized to pay any of the litigation expenses and court costs incurred out of the Client's share of any money recovered for the City, and such payment will be made only after a deduction is made for attorneys' fees; and

WHEREAS, the proposed legal services contract requires that attorney's fees to be charged only if the attorneys recover money for the City, subject to exceptions herein; and

WHEREAS, the City is agreeable that the attorneys' fees for services rendered shall be consistent with Section 7-5-8 of the Mississippi Code of 1972, as amended; and

WHEREAS, the City will agree to assign and convey to the attorneys a lien equal to their full contingency fee in any sums recovered for the City by way of settlement, judgment, or otherwise; and

WHEREAS, attorneys may join efforts with other lawyers to pursue the claims of the City at no increase of the attorneys' fees owed by the City; and

WHEREAS, the City agrees that should it fail to fully cooperate with attorneys, and should such failure to cooperate cause attorneys to voluntarily withdraw from representation of the City, attorneys are entitled to recoup all money advanced by attorneys on City's behalf, and attorneys will be entitled to a quantum merit fee for all of attorneys' work which contributed to the recovery of money for the client, based on hourly rates delineated in the legal services contract - \$400.00 for work performed by member attorneys of the firms; \$300.00 for work performed by non-member attorneys of the firms; and \$150.00 for work performed by paralegals of the firms; and

WHEREAS, City agrees that in the event the City discharges the attorneys, the attorneys are entitled to recoup all money advanced by the attorneys on the City's behalf, and the attorneys will be entitled to a quantum merit fee for all the attorneys' work with contributed to the recovery of money for the City, based on hourly rates delineated in the legal services contract - \$400.00 for work performed by member attorneys of the firms; \$300.00 for work performed by non-member attorneys of the firms; and \$150.00 for work performed by paralegals of the firms; and

WHEREAS, attorneys are required to keep a record of expenses and time spent working on the case, based on hourly rates delineated above.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute a contingency fee agreement with William M. Quin II and his law firm, McCraney Montagnet Quin & Noble, PLLC, and Merrida Coxwell, and his law firm, Coxwell & Associates, PLLC consistent with the terms set forth in this Order.

IT IS FINALLY ORDERED that the Mayor is authorized to execute any other documents necessary to fulfill this Order.

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

Council Member Stamps left meeting.

ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "WAYNE E. FERRELL, JR.; AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162.

OFFICE OF THE CITY ATTORNEY
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3/18/21
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WHEREAS, on October 14, 2016, Plaintiffs filed an Amended Complaint naming the City of Jackson, Mississippi as one of the defendants, alleging breach of contract, conspiracy, and a violation of City Ordinance in the case styled, "Wayne Ferrell, Jr.; and Tombigbee Court, LLC v. City of Jackson, et al.", In the Chancery Court of the First Judicial District of Hinds County, Mississippi, Cause No. G2015-1162; and,

WHEREAS, on July 8, 2020, the parties participated in a status conference with the Judge and, the parties, through counsel, discussed settlement of this matter and have reached a proposed agreement to settle the aforementioned lawsuit styled "WAYNE E. FERRELL, JR.; AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162; and,

WHEREAS, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiffs and their attorney Chuck McCray, in return for a complete release of the City and Entry of an Agreed Order of Dismissal with prejudice; and,

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and,

WHEREAS, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle the claims by leasing to Plaintiffs two metered parking spaces and two subsequently developed parking spaces, on Congress Street, for a period not to exceed five years; and,

WHEREAS, the agreement between the City and the Plaintiffs shall specify that the City will not be responsible for the enforcement of said parking spaces; and,

WHEREAS, the agreement between the City and the Plaintiffs shall specify that the grant of four parking spaces for a period of five years, on Congress Street to Plaintiffs, is not transferable nor renewable.

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi, in an effort to settlement this matter and release the City from any and all liability, grant to Plaintiffs two metered parking spaces and two subsequently developed parking spaces, on Congress Street, for a period not to exceed five years.

Agenda Item #30
Agenda Date: March 16, 2021
(ALLEN, LUMUMBA)

MEMORANDUM



Office of the City Attorney
(601) 960-1799

PRIVILEGED AND CONFIDENTIAL

TO: HONORABLE CHOKWE ANTAR LUMUMBA , MAYOR
MEMBERS OF THE CITY COUNCIL

FROM: MONICA D. ALLEN, INTERIM CITY ATTORNEY

DATE: March 8, 2021

RE: ***WAYNE E. FERRELL, JR.; AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL., IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162.***

This memorandum is to recommend settlement regarding the above styled matter against the City of Jackson, Mississippi.

The lawsuit was originally filed on August 14, 2015, and amended on October 14, 2016, in Chancery Court, against the City of Jackson, Mississippi. The Complaint alleged the following causes of action: breach of contract, civil conspiracy and a violation of City Ordinance. Plaintiffs' allege that the City conspired with Capital Hotel Associates, Butler's Locksmith, and David Waddell to breach the contract between Plaintiffs and Butler's Locksmith by denying Plaintiffs the right of first refusal. Plaintiffs further allege that the City violated a City Ordinance when the City closed a portion of Congress Street, during the construction of the Westin Hotel, without giving notice to Plaintiffs of the potential closure and not compensating Plaintiffs for any damages caused.

The Office of the City Attorney (OCA) has been successful in negotiations and the Plaintiffs are willing to accept the following as full and final settlement of all claims against the City of Jackson: the grant of the use of two metered parking spaces and two parking spaces created by Ferrell once he closes in one of his driveways to his parking lot. All four parking spaces will be located on Congress Street and the grant of the spaces will run for five years. At the August 4, 2020 Council meeting, Council agreed to settle this matter under the following conditions: (1) the City would not be responsible for the enforcement of said parking spaces; (2) Mr. Ferrell would indemnify the City regarding any disputes surrounding the enforcement of said parking spaces; (3) the grant of the parking spaces is non-transferable; and (4) the grant of the parking spaces is non-renewable.

Plaintiffs would not agree to the indemnification provision. As result, the matter did not settle. Capital Hotel Association, one of the defendants named herein, settled with Plaintiffs and filed a Motion to Dismiss them from the lawsuit. On February 9, 2021, the Court held a status conference. During the status conference, the Judge urged all of the parties to settle so that the lawsuit could be dismissed as to all parties. To assist in the settlement of this matter, the Judge ordered the City to remove the indemnification provision and, to assist Plaintiffs in enforcing the parking spaces, the Court suggested that the City write a letter giving Plaintiffs the right of possession of the parking spaces. Because the OCA was unable to settle this matter under the terms originally dictated by this Council, we now seek approval to settle this matter without requiring Plaintiffs indemnify the City and, provide Plaintiffs documentation granting them a right of possession of the parking spaces. The documentation would be attached as an exhibit to the Order of Dismissal. However, with the exception of the indemnification provision, all other conditions as dictated by the Council, will remain.

The approval to settle this matter, in accordance with the revised conditions as outlined above, is now being requested.

The OCA recommends that the governing authorities approve a final settlement in this cause.

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

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "WAYNE E. FERRELL, JR.; AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
LaShundra Jackson-Winters, *Deputy City Attorney*

3/8/24
DATE

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF AND HONOR TO LANIER HIGH SCHOOL BOYS VARSITY
BASKETBALL TEAM UPON CAPTURING THE 4A STATE CHAMPIONSHIP**

WHEREAS, the City Council of Jackson, Mississippi, in its tradition, highly commends those in our community who represent positive and noteworthy achievements of youth; and

WHEREAS, *Head Coach Lawrence Mardis “Bo” Clark*, assisted by *Interim Head Coach Jonas James, Jr.*; *Assistant Coaches Rafael Anderson* and *Ronald Cox* provide concrete and direct leadership for the talented group of young men of the historical Lanier High School Boys Varsity Basketball Team; principal, *Dr. Valeria Bradley*, assures the entire well-being of the school; and

WHEREAS, son of Lawrence and Phoebe Gross Clark, *Coach Clark* was born in Chicago, IL; his education was acquired in the schools of Jackson Public School District; Hinds Community College and Tougaloo College where he was an “All American Scholar;” he is recognized for both football and basketball; and

WHEREAS, his career tenure includes: Manager, Municipal Art Gallery for the City of Jackson; Art teacher, Assistant and Head Coach, Chastain Middle and Siwell Middle Schools; at Murrah High School, he led the 9th grade team to City Championship; and

WHEREAS, Basketball Team members: *Tobias Dawkins-Brickhouse, Michael Brown, Rodney Burrell, Damaurian Edwards, Cameron Foster, Gregory Franklin, Sacario Hamilton, Shamar Moffett, Corterrious Shaw, Nicholas Turner, Joshua Washington* well executed techniques that garnered this feat.

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi supports and honors *Head Coach Lawrence Mardis “Bo” Clark, Interim Head Coach Jonas James, Jr.; Assistant Coaches Rafael Anderson* and *Ronald Cox; Principal Dr. Valeria Bradley* and the illustrious *Boys Varsity Basketball Team of Lanier High School* upon its capture of 4A State Basketball Championship title.

SO RESOLVED, this the 16th day of March, 2021.

Agenda Item No. 31
Agenda Date: March 16, 2021
BY: STOKES

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 #32
Agenda Date: March 16, 2021
(STOKES)

