



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI**

**May 11, 2021**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **MINISTER SANTITA DELANEY - JACKSON REVIVAL CENTER**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES. (HILLMAN, LUMUMBA)**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

**INTRODUCTION OF ORDINANCES**

3. **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RENAMING ROSE ST IN ITS ENTIRETY TO THELMA SANDERS ST. (STAMPS)**

**ADOPTION OF ORDINANCE**

4. **ORDINANCE AMENDING SECTION 62-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)**

**REGULAR AGENDA**

5. **CLAIMS (HORTON, LUMUMBA)**
6. **PAYROLL (HORTON, LUMUMBA)**
7. **ORDER REVISING THE FY 2020-2021 BUDGET FOR THE DEPARTMENT OF ADMINISTRATION. (HORTON, LUMUMBA)**

8. **ORDER ACCEPTING BID OF RINGCENTRAL, INC. FOR A 60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM (BID NO. 83977-041321). (HORTON, LUMUMBA)**
9. **ORDER ACCEPTING BID OF PILEUM CORPORATION FOR MICRO COMPUTER DESKTOPS AND LAPTOPS (BID NO. 20453-042721). (HORTON, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE, AND CITY CLERK TO ATTEST, A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE, FOR A TERM PERIOD BEGINNING JULY 15, 2021 AND ENDING JULY 14, 2022. (HORTON, LUMUMBA)**
11. **ORDER APPROVING THE ACCEPTANCE OF ADDENDUM TO AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM, GRANT NO. 3-28-0037-059-2021; AND ADOPTING AND RATIFYING EXECUTION OF SAID AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM CONCESSIONS ADDENDUM BY THE MAYOR AND CITY ATTORNEY ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT, TO PROVIDE RELIEF FROM RENT AND MINIMUM ANNUAL GUARANTEES OBLIGATIONS FOR ALL ELIGIBLE AIRPORT CONCESSIONS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT. (LUMUMBA)**
12. **ORDER AUTHORIZING PAYMENT TO INTEGRATED PEST CONTROL FOR SERVICES RENDERED IN THE AMOUNT OF \$1,420.00. (DAVIS, LUMUMBA)**
13. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION FOR THE JACKSON POLICE DEPARTMENT'S PARTICIPATION IN THE JACKSON HIDTA TASK FORCE FOR THE TERM OF JANUARY 01, 2021 THROUGH DECEMBER 31, 2021. (DAVIS, LUMUMBA)**
14. **ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY BETWEEN MARCH 16, 2021 AND APRIL 15, 2021, AUTHORIZING PAYMENT FOR SAID SERVICES. (WARD 3) (HARRIS, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC., TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON. (ALL WARDS) (HILLMAN, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CLOSEOUT OF THE AGREEMENT AND FINAL PAYMENT WITH NATIONAL EXPRESS TRANSIT SERVICES CORPORATION (NEXT) FOR THE PROVISION OF**

**GENERAL PUBLIC FIXED ROUTE AND DEMAND RESPONSE SERVICES FOR CITY OF JACKSON'S PUBLIC TRANSPORTATION (JTRAN) CLOSEOUT EFFECTIVE MAY 11, 2021. (HILLMAN, LUMUMBA)**

17. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES. (HILLMAN, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE O.B. CURTIS & J.H. FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS SRF LOAN #DWI-L250008-02. (WILLIAMS, LUMUMBA)**
19. **ORDER RATIFYING A CONTRACT WITH COMPLIANCE ENVIROSYSTEMS, LLC, EMERGENCY SANITARY SEWER COLLECTION CLEANING & CCTV SERVICES. (ALL WARDS) (WILLIAMS, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH KIMBERLY C. BANKS, ESQ., OF BANKS LAW & ASSOCIATES, LLC AND BRAD C. DAVIS, ESQ. OF WATKINS & EAGER PLLC, JACKSON, MISSISSIPPI, AS CO-BOND COUNSEL FOR THE CITY OF JACKSON, MISSISSIPPI TO ASSIST WITH THE VILLAGE AT LIVINGSTON PLACE (“TIF”) BOND TRANSACTION AND RELATED MATTERS. (ALLEN, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED ENGAGEMENT AGREEMENT WITH SAMUEL L. BEGLEY OF THE BEGLEY LAW FIRM, PLLC, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN SAMUEL L. BEGLEY AS SPECIAL COUNSEL TO THE OFFICE OF THE CITY ATTORNEY FOR CERTAIN CIVIL LITIGATION MATTERS. (ALLEN, LUMUMBA)**
22. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DENOUNCING THE USE OF THE STATE FAIRGROUNDS PROPERTY IN THE CITY OF JACKSON TO THE DETRIMENT OF THE HEALTH, WELFARE AND SAFETY OF THE CITIZENS OF THE CITY OF JACKSON. (STOKES)**
23. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF AND HONOR TO REVEREND SHIRLEY HARRINGTON FOR FORTY VIBRANT YEARS IN THE CIVIL RIGHTS JOURNEY. (STOKES)**
24. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (JACKSON CITY COUNCIL)**

**DISCUSSION**

25. **DISCUSSION: EPA (LUMUMBA)**
26. **DISCUSSION: LITIGATION (ALLEN)**
27. **DISCUSSION: LIVINGSTON ROAD EROSION PROJECT (LEE)**

28. **DISCUSSION: COMMUNITY IMPROVEMENT (LAVERNET ROAD, KENNINGTON STREET, HOLLOMAN AND MARKS AVENUE) (STOKES)**
29. **DISCUSSION: FOREST AVENUE DRAINAGE (STOKES)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

ICE CITY ATTORNEY  
CC

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Council" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. Under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), the Council on April 27, 2021, did adopt a certain resolution entitled:

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, MARCH 2021, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN; AND FOR RELATED PURPOSES.**

2. As directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, April 2021* (the "TIF Plan"), was published in the *Mississippi Link*, a newspaper having a general circulation within the City, on April 29, 2021, as evidenced by the publisher's proof of publication of the same heretofore presented to the Council and filed with the City Clerk.

3. The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 10:00 a.m., on May 11, 2021, to enable the general public to state or present their views on the TIF Plan.

4. At 10:00 a.m. on May 11, 2021, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

5. The Council has received the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021* (the "City TIF Plan") and the City and has conducted hearings on the same. The TIF Plan is a qualified plan under the TIF Act and should be approved and accepted by the City.

Public Hearing #2  
Agenda Date: May 11, 2021  
(Hillman, Lumumba)

**NOW, THEREFORE, BE IT RESOLVED**, by the Council as follows:

**SECTION 1.** The Council is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the City TIF Plan (a copy of which is attached hereto as **Exhibit 1**), and does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds, which funds will be used to pay for or reimburse VLP, LLC, (the "Developer") for the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District, all as set forth in the TIF Plan.

**SECTION 2.** In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

**SECTION 3.** The Council does hereby approve and adopt the TIF Plan, in accordance with Sections 21-45-3 and 21-45-11 of the TIF Act.

**THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021**

**ARTICLE I**

**A. PREAMBLE**

1. This *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*, (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007*, (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. VLP, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a high-quality mixed-use development to be known as "The Village at Livingston Place" off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and commercial development (the "Project"). Livingston Place represents a private investment in excess of \$45,000,000 and will redevelop approximately 51 dormant acres that were formerly used as the Hood Furniture Manufacturing Plant. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of

the Act requiring dedication of the “redevelopment project” to the City not apply to those which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

**B. STATEMENT OF INTENT**

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District, and the City’s portion of the sales tax generated from the Project, excluding therefrom the City’s special Food, Beverage and Hotel Tax and Tourism Tax and a pledge by the County of the tax revenues derived from the County’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include but are not limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney’s fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the “Development Agreement”).

4. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

**C. PUBLIC CONVENIENCE AND NECESSITY:** The public convenience and necessity require participation by the City and the County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:



1. Construction of the entire Project will represent a private investment in excess of \$45,000,000.
2. The Project will create construction jobs with a payroll of approximately \$10,000,000.
3. The Project will create approximately 50 new permanent full-time and part-time jobs. Annual payroll is currently unknown.
4. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$244,823 for the City.
5. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$169,509 for the County.
6. It is projected that the Project will yield an annual real and personal property tax increase of about \$337,388 for the Jackson City School District.
7. It is projected that the annual sales generated by the Project are expected to reach approximately \$11,516,250.
8. It is projected that the Project is expected to result in annual sales tax rebates to the City of about \$149,135.
9. The development of the Project will help expand the tax base of the City, the County, and the Jackson City School District.
10. The Project will utilize and develop approximately 51 acres of industrial land that are has been dormant for years.
11. It is anticipated that the completed Project will generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax.
12. It is anticipated that the completed Project will generate \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax.
13. It is anticipated that the completed Project will generate \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

## **ARTICLE II PROJECT INFORMATION**

**A. REDEVELOPMENT PROJECT DESCRIPTION:** The Project is an approximately 51-acre mixed use development with approximately 210 residential units, all strategically located off

Livingston Road in the City.

**B. DEVELOPER'S INFORMATION:** VLP, LLC, Attn: Steve Leara, 5440 Woodford Drive, Birmingham, Alabama 35242

**ARTICLE III  
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

**A. JOB CREATION:** The Project will create construction jobs, and upon completion Project will create approximately 50 new full-time and part-time jobs. Annual payroll for these permanent jobs is currently unknown due to market factors.

**B. FINANCIAL BENEFIT TO THE COMMUNITY**

1. **Ad Valorem Tax Increases:** The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

<b>Jurisdiction</b>	<b>Millage</b>	<b>Current</b>	<b>Completed Project</b>	<b>Increase</b>
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>1</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

2. **Retail Sales:** Retail sales are estimated to increase to \$11,516,250 creating an additional annual sales tax rebate of \$149,135 for the City.

3. **Special Taxes:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

**ARTICLE IV  
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

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<sup>1</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

**A. CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

**B. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the Project.

**C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property and the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused former industrial site and providing much needed new single-family residential development and commercial activity.

#### **ARTICLE V**

#### **A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN**

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

#### **ARTICLE VI**

#### **A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

#### **A. COST ESTIMATE OF REDEVELOPMENT PROJECT**

1. The development of the TIF District will represent a private investment in excess of \$40,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section 8.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a

debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

**B. PROJECTED SOURCES OF REVENUE TO MEET COSTS**

1. Private Financing: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. Pledge: The City shall pledge the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

3. Amount of Bonds to Be Issued: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 45.91 mills) as applied to the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the sales tax rebates generated from the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. Debt Service Coverage: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. No General Obligation of the City or County: The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

**C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

1. The City will issue up to Three Million Three Hundred Thousand Dollars (\$3,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

**ARTICLE VII**

**REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

**A. PARCEL NUMBERS FOR THE TIF DISTRICT:** The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 51 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor's office.

Parcel	Owner	True Value	Assessed Value	Acres
404-3	VLP, LLC	\$266,590	\$39,989	51
<b>TOTAL TAX YEAR 2020:</b>		<b>\$266,590</b>	<b>\$39,989</b>	<b>51</b>

**ARTICLE VIII**

**DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

**ARTICLE IX**

**ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

**A. AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>2</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

**B. RETAIL SALES:** The Project will generate approximately \$11,516,250 in sales annually,

<sup>2</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

generating a sales tax rebate of \$149,135 for the City.

C. **SPECIAL TAXES:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI of this TIF Plan.

#### **ARTICLE X**

#### **A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE**

A separate fund entitled the "Tax Increment Bond Fund: Village at Livingston Place" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection with this TIF Plan.

#### **ARTICLE XI**

**THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.**

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

#### **ARTICLE XII PLAN OF FINANCING**

A. **SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*

**B. FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

**C. AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). The TIF Bonds may be issued in multiple tax-exempt or taxable series for a term not to exceed fifteen (15) years.

**EXHIBIT A TO TIF PLAN  
TO FOLLOW**

EXHIBIT 1



TAX INCREMENT FINANCING PLAN FOR  
THE VILLAGE AT LIVINGSTON PLACE,  
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021

Prepared by:

**GOURAS & ASSOCIATES**

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214 Draperon Drive, Ridgeland, MS 39157

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Ridgeland, MS 39158

601-605-8128 P 601-605-8129 F

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[christiana@gourasandassociates.com](mailto:christiana@gourasandassociates.com)





**TAX INCREMENT FINANCING PLAN FOR  
THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021**

**ARTICLE I**

**A. PREAMBLE**

1. This *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*, (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007*, (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. VLP, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a high-quality mixed-use development to be known as "The Village at Livingston Place" off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and commercial development (the "Project"). Livingston Place represents a private investment in excess of \$45,000,000 and will redevelop approximately 51 dormant acres that were formerly used as the Hood Furniture Manufacturing Plant. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of

the Act requiring dedication of the “redevelopment project” to the City not apply to those which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

## **B. STATEMENT OF INTENT**

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District, and the City’s portion of the sales tax generated from the Project, excluding therefrom the City’s special Food, Beverage and Hotel Tax and Tourism Tax and a pledge by the County of the tax revenues derived from the County’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include but are not limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney’s fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the “Development Agreement”).

4. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

**C. PUBLIC CONVENIENCE AND NECESSITY:** The public convenience and necessity require participation by the City and the County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:

1. Construction of the entire Project will represent a private investment in excess of \$45,000,000.
2. The Project will create construction jobs with a payroll of approximately \$10,000,000.
3. The Project will create approximately 50 new permanent full-time and part-time jobs. Annual payroll is currently unknown.
4. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$244,823 for the City.
5. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$169,509 for the County.
6. It is projected that the Project will yield an annual real and personal property tax increase of about \$337,388 for the Jackson City School District.
7. It is projected that the annual sales generated by the Project are expected to reach approximately \$11,516,250.
8. It is projected that the Project is expected to result in annual sales tax rebates to the City of about \$149,135.
9. The development of the Project will help expand the tax base of the City, the County, and the Jackson City School District.
10. The Project will utilize and develop approximately 51 acres of industrial land that are has been dormant for years.
11. It is anticipated that the completed Project will generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax.
12. It is anticipated that the completed Project will generate \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax.
13. It is anticipated that the completed Project will generate \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

## **ARTICLE II PROJECT INFORMATION**

**A. REDEVELOPMENT PROJECT DESCRIPTION:** The Project is an approximately 51-acre mixed use development with approximately 210 residential units, all strategically located off

Livingston Road in the City.

**B. DEVELOPER'S INFORMATION:** VLP, LLC, Attn: Steve Leara, 5440 Woodford Drive, Birmingham, Alabama 35242

**ARTICLE III  
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

**A. JOB CREATION:** The Project will create construction jobs, and upon completion Project will create approximately 50 new full-time and part-time jobs. Annual payroll for these permanent jobs is currently unknown due to market factors.

**B. FINANCIAL BENEFIT TO THE COMMUNITY**

1. **Ad Valorem Tax Increases:** The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>1</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

2. **Retail Sales:** Retail sales are estimated to increase to \$11,516,250 creating an additional annual sales tax rebate of \$149,135 for the City.

3. **Special Taxes:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

**ARTICLE IV  
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

<sup>1</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

**A. CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

**B. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the Project.

**C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property and the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused former industrial site and providing much needed new single-family residential development and commercial activity.

#### **ARTICLE V**

#### **A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN**

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

#### **ARTICLE VI**

#### **A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

#### **A. COST ESTIMATE OF REDEVELOPMENT PROJECT**

1. The development of the TIF District will represent a private investment in excess of \$40,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a

debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

**B. PROJECTED SOURCES OF REVENUE TO MEET COSTS**

1. **Private Financing**: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. **Pledge**: The City shall pledge the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

3. **Amount of Bonds to Be Issued**: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 45.91 mills) as applied to the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the sales tax rebates generated from the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. **Debt Service Coverage**: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. **No General Obligation of the City or County**: The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

**C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

1. The City will issue up to Three Million Three Hundred Thousand Dollars (\$3,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

**ARTICLE VII**

**REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

**A. PARCEL NUMBERS FOR THE TIF DISTRICT:** The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 51 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor's office.

Parcel	Owner	True Value	Assessed Value	Acres
404-3	VLP, LLC	\$266,590	\$39,989	51
<b>TOTAL TAX YEAR 2020:</b>		<b>\$266,590</b>	<b>\$39,989</b>	<b>51</b>

**ARTICLE VIII**

**DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

**ARTICLE IX**

**ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

**A. AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>2</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

**B. RETAIL SALES:** The Project will generate approximately \$11,516,250 in sales annually,

<sup>2</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

generating a sales tax rebate of \$149,135 for the City.

C. **SPECIAL TAXES:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI of this TIF Plan.

#### ARTICLE X

#### A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: Village at Livingston Place" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection with this TIF Plan.

#### ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

#### ARTICLE XII

#### PLAN OF FINANCING

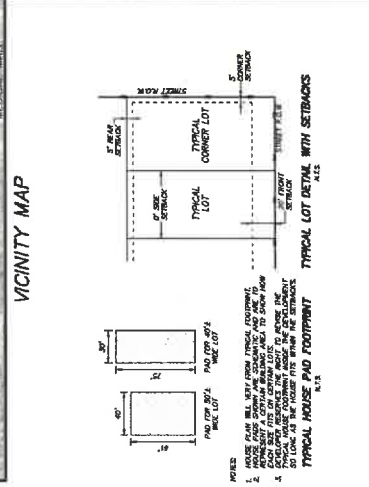
A. **SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*



**B. FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

**C. AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). The TIF Bonds may be issued in multiple tax-exempt or taxable series for a term not to exceed fifteen (15) years.

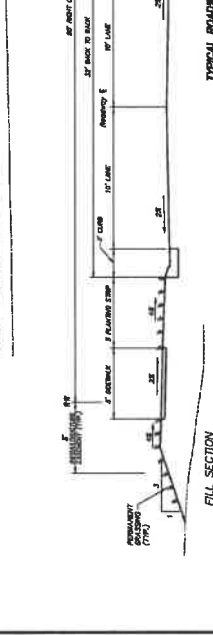
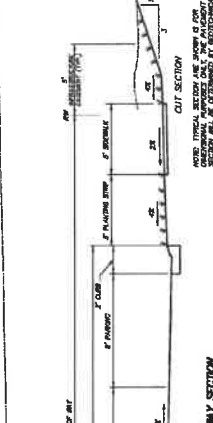
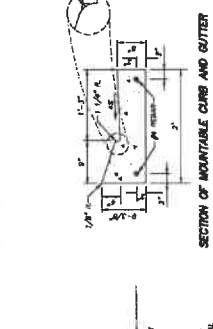
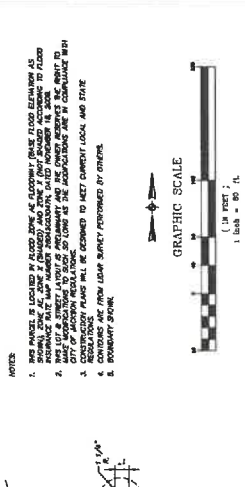
**EXHIBIT A TO TIF PLAN  
TO FOLLOW**



ADJUSTED TOTALS

TOTAL AREA - 80284 AC
RESIDENTIAL - 48322 AC
COMMERCIAL - 14104 AC
OPEN SPACE - 17858 AC
TOTAL # OF RESIDENTIAL LOTS - 197
IMP-SP-IMP - 20'

NOTES:  
1. THIS PARCEL IS LOCATED IN ZONING DISTRICT OF JACKSON. PLEASE CONSULT ZONING DISTRICT AS SHOWN ON THE ZONING MAP. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE JACKSON ZONING ORDINANCES. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE JACKSON ZONING ORDINANCES. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE JACKSON ZONING ORDINANCES. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE JACKSON ZONING ORDINANCES.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 2/2/2021**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description</b>	RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES.																																													
2.	<b>Purpose</b>	TIF Plan approval for the Village at Livingston Place																																													
3.	<b>Who will be affected</b>	All resident and tax payers.																																													
4.	<b>Benefits</b>	Creates financing mechanism for infrastructure improvements required to construction project.																																													
5.	<b>Schedule (beginning date)</b>	N/A																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Ward 3																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development  Office of Economic Development																																													
8.	<b>COST</b>	Reduction in unrealized revenue for the 15 years bond payments are made if revenue is sufficient for bond issuance. Total revenue projected for bond payments over 15 year period is \$3,300,000.																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	N/A																																													
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><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>																																							
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**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP

**Date:** May 5, 2021

**Subject:** Resolution Approving and Adopting the Tax Increment Financing Plan at The Village at Livingston Place.

Attached you will find a resolution approved and adopting the Tax Increment Financing plan for the Village at Livingston Place.

This is the second step in the TIF process outlined below:

- (1) Resolution of Intent for TIF (Council Approval, April 27, 2021)
- (2) Public Hearing, Approval of TIF Plan and Development Agreement (This item May 11, 2021). (Council Approval Required)
- (3) Development Agreement Approval (Upcoming)
- (4) Construction starts
- (5) Construction ends
- (6) Project begins occupancy and lease up.
- (7) At the time where tax revenues are generated at a level to support bond issuance as outlined in the TIF Plan and Developers Agreement, the project developer submits a request to Issue Bonds.
- (8) City Hires Bond Counsel and prepares an interlocal agreement with Hinds County (if agreed to participate) (Council Approval Required)
- (9) City and County approve interlocal agreement (Council Approval Required)
- (10) City's financial advisor looks for bond purchaser
- (11) City's bond counsel and bond purchaser negotiate bond purchase agreement
- (12) City approves bond purchase agreement (Council Approval Required)
- (13) Bond transcript is prepared for validation
- (14) Bonds are validated
- (15) Close on bonds

This is the beginning of a long process that may or may not ultimately result in the issuance of bonds. **The issuance of bonds will only occur if the project is able to generate the revenue outlined in the TIF Plan to support the issuance of \$3,300,000.** If the revenue is never fully realized the bonds would not be issued.

TIF Bonds will be sized and issued based on fifty percent (50%) of the incremental increases in sales tax rebates plus one hundred percent (100%) ad valorem tax revenues generated from real and personal property in the TIF District based on the City's general fund millage.

The funds derived from the sale of the Bonds will be used for the Infrastructure Improvements.

**Project Information Summary (See TIF Plan Exhibit for details).**

**Project Applicant:** VLP, LLC (as filed with MS Secretary of State VLP, LLC is managed by Jason Brookins and has Leroy C Smith as a member).

**Project Location:** Livingston Road, former Hood Furniture Manufacturing Plant

**Project Specifics:** Development of 210 Single Family homes and a commercial area currently proposed to be Grocery and Hotel uses. Proposed commercial uses are not guaranteed and may change.

**Projected Revenue Increases to Support Bond Issuance:**

Ad Valorem Tax Increases: The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236. \*Revenue projections are made by applicant developer. City would be giving up 100% ad valorem for 15 years, while taking on 210 new single family units requiring services. This would total \$3,672,345 over the 15-year period of city ad valorem that would be dedicated to bond payment. School taxes are not eligible for TIF and are provided for informational purposes only.

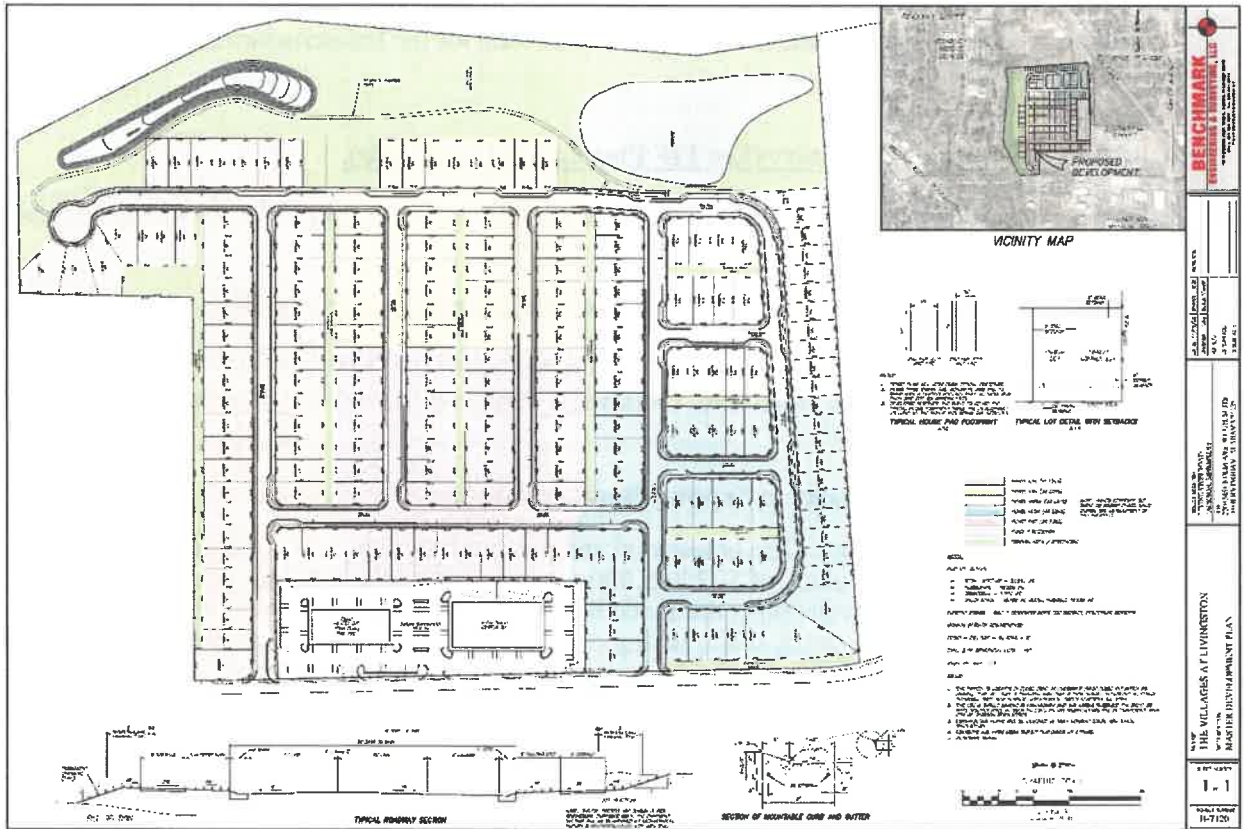
Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV	41.51	\$1,660	\$163,169	\$161,509
School AV	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

Retail Sales: Retail sales are estimated to increase to \$11,516,250 creating an additional annual sales tax rebate of \$149,135 for the City. Fifty percent of this increased rebate would be allocated to bond payments under this TIF Plan for 15 years after issuance.

Special Taxes: The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

**Project Preliminary Layout:** Note commercial area preliminary layout is subject to change in order to comply with requirements of the CMU-1 Community Mixed Use Zoning that requires parking to be placed behind the main structure, and that the main structure front the street.

Preliminary plat has been reviewed and approved by Site Plan Review Committee. Construction plans have not yet been reviewed and may create additional changes particularly in stormwater and floodplain regulation.



**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Council" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. Under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), the Council on April 27, 2021, did adopt a certain resolution entitled:

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, MARCH 2021, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN; AND FOR RELATED PURPOSES.**

2. As directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, April 2021* (the "TIF Plan"), was published in the *Mississippi Link*, a newspaper having a general circulation within the City, on April 29, 2021, as evidenced by the publisher's proof of publication of the same heretofore presented to the Council and filed with the City Clerk.

3. The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 10:00 a.m., on May 11, 2021, to enable the general public to state or present their views on the TIF Plan.

4. At 10:00 a.m. on May 11, 2021, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

5. The Council has received the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021* (the "City TIF Plan") and the City and has conducted hearings on the same. The TIF Plan is a qualified plan under the TIF Act and should be approved and accepted by the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council as follows:

SECTION 1. The Council is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the City TIF Plan (a copy of which is attached hereto as **Exhibit 1**), and does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds, which funds will be used to pay for or reimburse VLP, LLC, (the “Developer”) for the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney’s fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District, all as set forth in the TIF Plan.

SECTION 2. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 3. The Council does hereby approve and adopt the TIF Plan, in accordance with Sections 21-45-3 and 21-45-11 of the TIF Act.



**THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021**

**ARTICLE I**

**A. PREAMBLE**

1. This *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*, (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007*, (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. VLP, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a high-quality mixed-use development to be known as "The Village at Livingston Place" off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and commercial development (the "Project"). Livingston Place represents a private investment in excess of \$45,000,000 and will redevelop approximately 51 dormant acres that were formerly used as the Hood Furniture Manufacturing Plant. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of

the Act requiring dedication of the “redevelopment project” to the City not apply to those which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

**B. STATEMENT OF INTENT**

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District, and the City’s portion of the sales tax generated from the Project, excluding therefrom the City’s special Food, Beverage and Hotel Tax and Tourism Tax and a pledge by the County of the tax revenues derived from the County’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include but are not limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney’s fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the “Development Agreement”).

4. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

**C. PUBLIC CONVENIENCE AND NECESSITY:** The public convenience and necessity require participation by the City and the County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:

1. Construction of the entire Project will represent a private investment in excess of \$45,000,000.
2. The Project will create construction jobs with a payroll of approximately \$10,000,000.
3. The Project will create approximately 50 new permanent full-time and part-time jobs. Annual payroll is currently unknown.
4. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$244,823 for the City.
5. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$169,509 for the County.
6. It is projected that the Project will yield an annual real and personal property tax increase of about \$337,388 for the Jackson City School District.
7. It is projected that the annual sales generated by the Project are expected to reach approximately \$11,516,250.
8. It is projected that the Project is expected to result in annual sales tax rebates to the City of about \$149,135.
9. The development of the Project will help expand the tax base of the City, the County, and the Jackson City School District.
10. The Project will utilize and develop approximately 51 acres of industrial land that are has been dormant for years.
11. It is anticipated that the completed Project will generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax.
12. It is anticipated that the completed Project will generate \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax.
13. It is anticipated that the completed Project will generate \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

## **ARTICLE II PROJECT INFORMATION**

**A. REDEVELOPMENT PROJECT DESCRIPTION:** The Project is an approximately 51-acre mixed use development with approximately 210 residential units, all strategically located off

Livingston Road in the City.

**B. DEVELOPER'S INFORMATION:** VLP, LLC, Attn: Steve Leara, 5440 Woodford Drive, Birmingham, Alabama 35242

**ARTICLE III  
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

**A. JOB CREATION:** The Project will create construction jobs, and upon completion Project will create approximately 50 new full-time and part-time jobs. Annual payroll for these permanent jobs is currently unknown due to market factors.

**B. FINANCIAL BENEFIT TO THE COMMUNITY**

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

<b>Jurisdiction</b>	<b>Millage</b>	<b>Current</b>	<b>Completed Project</b>	<b>Increase</b>
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>1</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

2. Retail Sales: Retail sales are estimated to increase to \$11,516,250 creating an additional annual sales tax rebate of \$149,135 for the City.

3. Special Taxes: The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

**ARTICLE IV  
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

<sup>1</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

**A. CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

**B. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the Project.

**C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property and the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused former industrial site and providing much needed new single-family residential development and commercial activity.

#### **ARTICLE V**

##### **A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN**

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

#### **ARTICLE VI**

##### **A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

###### **A. COST ESTIMATE OF REDEVELOPMENT PROJECT**

1. The development of the TIF District will represent a private investment in excess of \$40,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a

debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

**B. PROJECTED SOURCES OF REVENUE TO MEET COSTS**

1. Private Financing: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. Pledge: The City shall pledge the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

3. Amount of Bonds to Be Issued: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 45.91 mills) as applied to the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the sales tax rebates generated from the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. Debt Service Coverage: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. No General Obligation of the City or County: The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

**C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

1. The City will issue up to Three Million Three Hundred Thousand Dollars (\$3,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

**ARTICLE VII**

**REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

**A. PARCEL NUMBERS FOR THE TIF DISTRICT:** The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 51 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor’s office.

Parcel	Owner	True Value	Assessed Value	Acres
404-3	VLP, LLC	\$266,590	\$39,989	51
<b>TOTAL TAX YEAR 2020:</b>		<b>\$266,590</b>	<b>\$39,989</b>	<b>51</b>

**ARTICLE VIII  
DURATION OF THE TAX INCREMENT FINANCING PLAN’S EXISTENCE**

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

**ARTICLE IX  
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

**A. AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed “true value” of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>2</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

**B. RETAIL SALES:** The Project will generate approximately \$11,516,250 in sales annually,

<sup>2</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

generating a sales tax rebate of \$149,135 for the City.

**C. SPECIAL TAXES:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI of this TIF Plan.

#### **ARTICLE X**

#### **A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE**

A separate fund entitled the "Tax Increment Bond Fund: Village at Livingston Place" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection with this TIF Plan.

#### **ARTICLE XI**

**THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.**

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

#### **ARTICLE XII PLAN OF FINANCING**

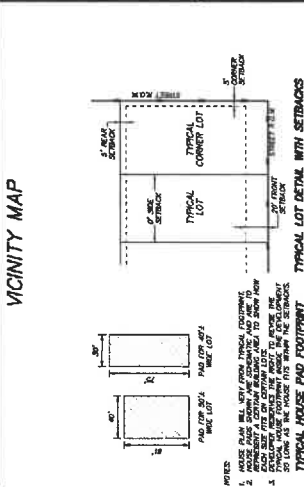
**A. SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*



**B. FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

**C. AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). The TIF Bonds may be issued in multiple tax-exempt or taxable series for a term not to exceed fifteen (15) years.

**EXHIBIT A TO TIF PLAN  
TO FOLLOW**



ADJUSTED TOTALS

TOTAL AREA - 80,000 AC
RESIDENTIAL - 4,200 AC
COMMERCIAL - 100 AC
OPEN SPACE - 100 AC
UTILITY - 100 AC
ROADWAY - 100 AC
TOTAL - 80,000 AC

ADJUSTED TOTALS

TOTAL AREA - 80,000 AC
RESIDENTIAL - 4,200 AC
COMMERCIAL - 100 AC
OPEN SPACE - 100 AC
UTILITY - 100 AC
ROADWAY - 100 AC
TOTAL - 80,000 AC

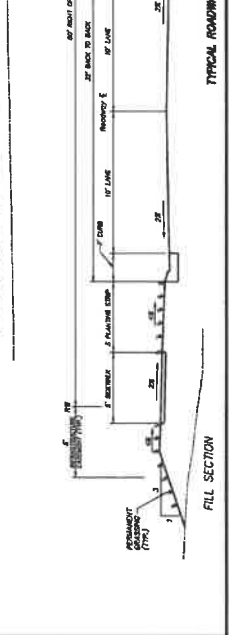
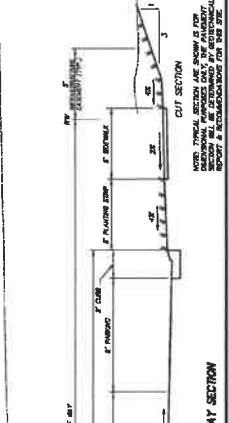
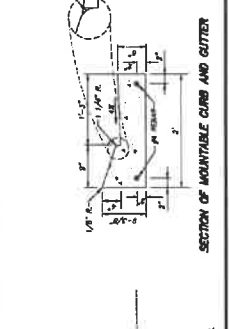
ADJUSTED TOTALS

TOTAL AREA - 80,000 AC
RESIDENTIAL - 4,200 AC
COMMERCIAL - 100 AC
OPEN SPACE - 100 AC
UTILITY - 100 AC
ROADWAY - 100 AC
TOTAL - 80,000 AC

NOTES:

- THIS PROJECT IS LOCATED IN FLOOD ZONE AC. ALLOWING BASE FLOOD ELEVATION AS SHOWN ON THE FLOOD MAP. ALL CONSTRUCTION SHALL BE TO FLOOD ELEVATION AS SHOWN ON THE FLOOD MAP. ALL CONSTRUCTION SHALL BE TO FLOOD ELEVATION AS SHOWN ON THE FLOOD MAP.
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GRAPHIC SCALE  
 1 inch = 50 feet



**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  
CL

## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen, City Attorney**

**Chandra Gayten, Deputy City Attorney** CL



**Date**



**ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RENAMING ROSE ST IN ITS ENTIRETY TO THELMA SANDERS ST.**

**WHEREAS**, Thelma Caldwell Sanders was born August 4, 1924, in the Tougaloo community here in Hinds County. She completed her high school education at Lanier High School and graduated from Tougaloo College with a degree in Home Economics. Mrs. Sanders served as a school teacher for a few years; first with the Yazoo City School system, and later the Neshoba County School system; and

**WHEREAS**, prior to teaching, she married Dr. I.S. Sanders who was a former Vice President and Dean at Alcorn University. Dr. I.S. Sanders also served as Principal of Lanier High School for many years. Their Son I.S. Sanders Jr. has been one of music icon Stevie Wonder's tour musicians for several years; and

**WHEREAS**, Thelma Sanders was one of the first African American women business owners in Jackson, MS. She opened a clothing boutique located on the historic Farish St. in the early 1950s that she operated for over 30 years because African American women were not allowed to try on clothes at the major retailer store; and

**WHEREAS**, Thelma Sanders was a pioneer true Civil Rights icon. She hosted many notable Civil Rights leaders in her home for meals and planning sessions including Dr. Martin Luther King Jr., Dr. Ralph Abernathy, Medgar Evers, and Urban League Director Whitney Young, just to name a few. As a result, her home was bombed in 1964; and

**WHEREAS**, Thelma Sanders owned a make-up line designed specifically for African American women called New You Products. She was also responsible for bringing the Ebony Fashion Show to Jackson, MS for 30 plus years and proudly served on the Tougaloo College Board.

**THEREFORE, BE IT RESOLVED** by the City Council of Jackson, Mississippi that Rose St in its entirety is renamed Thelma Sanders St.

Intro. of Ordinances  
Agenda Item No. 3  
Agenda Date: May 11, 2021  
(Stamps)



OFFICE OF THE CITY ATTORNEY  
4-29-2021  
Jen 3021

**ORDINANCE AMENDING SECTION 62-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI**

**WHEREAS**, Chapter 62 of the Code of Ordinances, City of Jackson, Mississippi, establishes areas of special flood hazard and regulations for the prevention of flood damage; and

**WHEREAS**, the Mississippi Department of Environmental Quality (“MDEQ”), in conjunction with the Federal Emergency Management Agency (“FEMA”), is revising flood insurance rate maps for various watersheds in Mississippi; and

**WHEREAS**, on January 20, 2021, FEMA issued a Letter of Final Determination, which finalized the new flood insurance rate maps for Hinds County and Rankin County, which includes the City of Jackson, and set an effective date of July 20, 2021; and

**WHEREAS**, in order for property owners to receive flood insurance through FEMA, the City must be adopted the new flood maps as part of its floodplain ordinance; and

**WHEREAS**, in order to adopt the new flood maps as part of the floodplain ordinance, the ordinance should be revised as follows:

**Sec. 62-12. - Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Emergency Management Agency as followed:

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Hinds County Flood Insurance Study, dated ~~November 18, 2009~~ July 20, 2021, with the accompanying flood insurance rate maps (FIRMs) panel numbers:

28049C0145H	28049C0163H	28049C0164H	28049C0166H	28049C0167H
28049C0168H	28049C0169H	28049C0169H	28049C0188H	28049C0189H
28049C0279H	28049C0282H	28049C0283H	28049C0284H	28049C0287H
28049C0289H	28049C0291H	28049C0292H	28049C0293H	28049C0294H
28049C0301H	28049C0302H	28049C0303H	28049C0304H	28049C0306H
28049C0307H	28049C0308H	28049C0309H	28049C0311H	28049C0312H

Adoption of Ordinance  
Agenda Item No. 4  
Agenda Date: May 11, 2021  
(Hillman, Lumumba)

28049C0313HJ	28049C0314HJ	28049C0316H	28049C0317H	28049C0318H
28049C0326H	28049C0328H	28049C0430H	28049C0435H	28049C0455HJ
28049C0460H				

and other supporting data are adopted by reference and declared to be a part of this article.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Rankin County Flood Insurance Study, dated June 9, 2014, with the accompanying flood insurance rate map(s) (FIRM) panel(s) number(s) 28121C0179F, 28121C0183F, 28121C0187F and 28121C0191F and other supporting data are adopted by reference and declared to be a part of this article.

The flood insurance study and maps are on file at: ~~Department of Public Works, 200 S. President St. Suite 424, Jackson, MS~~ the Department of Planning and Development and the Department of Public Works, 200 S. President Street, Jackson, MS.

**THEREFORE, BE IT ORDAINED** as follows:

**SECTION 1.** Section 62-12 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to read as follows:

**SECTION 62-12. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.**

The areas of special flood hazard identified by the Federal Emergency Management Agency as followed:

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Hinds County Flood Insurance Study, dated July 20, 2021 with the accompanying Flood Insurance Rate Maps (FIRMs) panel numbers:

28049C0145H	28049C0163H	28049C0164H	28049C0166H	28049C0167H
28049C0168H	28049C0169H	28049C0169H	28049C0188H	28049C0189H
28049C0279H	28049C0282H	28049C0283H	28049C0284H	28049C0287H
28049C0289H	28049C0291H	28049C0292J	28049C0293H	28049C0294J
28049C0301J	28049C0302J	28049C0303J	28049C0304J	28049C0306J



28049C0307H	28049C0308J	28049C0309J	28049C0311J	28049C0312J
28049C0313J	28049C0314J	28049C0316H	28049C0317H	28049C0318H
28049C0326H	28049C0328H	28049C0430H	28049C0435H	28049C0455J
28049C0460H				

and other supporting data are adopted by reference and declared to be a part of this ordinance.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the **Rankin County** Flood Insurance Study, dated **June 9, 2014** with the accompanying Flood Insurance Rate Map(s) (FIRM) panel(s) number(s) **28121C0179F, 28121C0183F, 28121C0187F and 28121C0191F** and other supporting data are adopted by reference and declared to be a part of this ordinance.

The Flood Insurance Study and maps are on file at **the Department of Planning and Development and the Department of Public Works, 200 S. President Street, Jackson, MS.**

**SECTION 2.** The preceding revision to Section 62-12 of the Code of Ordinances, City of Jackson, Mississippi, shall be published and shall be effective on and after July 20, 2021.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    April 13, 2021  
 DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	Ordinance revising Section 62-12 of the Code of Ordinances to adopted new flood maps for portions of the City of Jackson	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development	
3.	<b>Who will be affected</b>	All property owners within floodplain areas in the City of Jackson	
4.	<b>Benefits</b>	Adoption of new flood maps	
5.	<b>Schedule (beginning date)</b>	New maps go into effect on July 20, 2021	
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	City wide	
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Planning and Development	
8.	<b>COST</b> <input type="checkbox"/>	N/A	
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> ■ <b>Other</b> <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b> <input type="checkbox"/>	ABE _____ %    WAIVER    yes ___ no ___    N/A _____ AABE _____ %    WAIVER    yes ___ no ___    N/A _____ WBE _____ %    WAIVER    yes ___ no ___    N/A _____ HBE _____ %    WAIVER    yes ___ no ___    N/A _____ NABE _____ %    WAIVER    yes ___ no ___    N/A _____	



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:**  Jordan Hillman  
Director

**Date:** April 13, 2021

**Subject:** Agenda Item for City Council Meeting

Attached you will find an ordinance amending Section 62-12 to adopt new FEMA flood maps and flood study for portions of the City of Jackson. The Mississippi Department of Environmental Quality, in conjunction with the Federal Emergency Management Agency, is performing new hydraulic model evaluations on selected streams statewide. MDEQ performed new hydraulic studies on several streams in Jackson as part of stream evaluations in the Middle Pearl River and Strong River basin and the Middle Big Black River basin. On January 20, 2021, FEMA issued a Letter of Final Determination which finalized the new flood insurance rate maps and new flood insurance study for Hinds County. The new maps and study become effective six months from the date of the letter. In order to remain in compliance with National Flood Insurance Program regulations, the City is required to have the new maps and new study adopted and in force on or before July 20, 2021.

It is the recommendation of this office that this ordinance be adopted so that it will be in effect on July 20, 2021. If you have any questions or comments, please feel free to contact us at (601) 960-1638.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39209-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/20/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE AMENDING SECTION 61-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

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

  
DATE

**ORDER REVISING THE FY 2020-2021 BUDGET FOR THE  
DEPARTMENT OF ADMINISTRATION**

OFFICE OF THE CITY ATTORNEY  
MAY 11 2021

**WHEREAS**, the City of Jackson agreed to reimburse the Jackson Redevelopment Authority for the Series 2018-A payment for \$492,704.

**WHEREAS**, the City of Jackson agreed to make the repayment no later than May 15 with a vote of 4-3 by the governing authorities.

**WHEREAS**, the Fiscal Year 2020-2021 budget must be revised to provide funding to pay for debt service.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2020-2021 budget be revised in the amount of \$492,704 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	001-5899	\$492,704
To	001-42300-6742	\$492,704

Agenda Item No. 7  
Agenda Date: May 11, 2021  
(Horton, Lumumba)

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

**MAY 5, 2021**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	Order Revising the Municipal Budget for Fiscal Year 2020-2021						
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	<b>Who will be affected</b>	N/A						
4.	<b>Benefits</b>	N/A						
5.	<b>Schedule (beginning date)</b>	Upon Approval by City Council						
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE						
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Administration Department of Finance						
8.	<b>COST</b>	N/A						
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____



## MEMORANDUM

TO: Virgi Lindsey  
City Council President

FROM: Laa Wanda J. Horton *LJH*  
Director of Administration

DATE: May 4, 2021

RE: ORDER TO REVISE THE BUDGET

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The Department of Administration is revising the budget to honor the reimbursement governing authorities agreed upon to the Jackson Redevelopment Authority. The amount of the reimbursement is \$492,704. Accompanied with this memorandum, you will have a copy of the minutes showing the agenda items with the governing votes approving the financial transaction.

**IT IS HEREBY ORDERED** that the City ratify the submittal, acceptance and Mayor's execution, of the Mississippi Tennis Association's 2019 Community Tennis and Facility Grant, for a matching fund reimbursement grant in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) to resurface four (4) tennis courts located at the City's Tennis Center South facility, and five (5) tennis courts at the City's Dorothy Vest Tennis Center also known as the Battlefield Tennis Center.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC CULTURAL PROGRAMS & FACILITIES (JACKSON ZOO).**

**WHEREAS**, the Hinds County Board of Supervisors intends to make a donation of \$50,000.00 to maintain, operate, and improve the City's zoological park, also known as the Livingston Park Zoo; and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors accepting the donation and committing to restrict the use of the funds to ongoing maintenance and programming for the Jackson Zoo.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors accepting a donation of \$50,000.00 from the Hinds County Board of Supervisors to maintain, operate, and improve the Jackson Zoo and agreeing to restrict the use of the funds to the ongoing maintenance and programming of the Jackson Zoo.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

\*\*\*\*\*

**ORDER FOR REIMBURSEMENT BY THE GOVERNING BODY OF THE CITY OF JACKSON, AS CONSIDERATION FOR EXPENDITURE OF PUBLIC FUNDS BY THE JACKSON REDEVELOPMENT AUTHORITY FOR PAYMENT OF SCHEDULED PRINCIPAL REDUCTION DUE JUNE 1, 2019, ON MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2011-B.**

**WHEREAS**, certain proceedings were duly had and done by the governing body of the City of Jackson, Mississippi (the "City") and the Board of Commissioners of the Jackson Redevelopment Authority (the "Authority") as inducements to and collateral for the issuance of debt instruments hereinafter called the "Series 2011 Bonds", more specifically identified as follows:

**\$7,165,000** Mississippi Development Bank Special Obligation Bonds (Jackson Redevelopment Authority Project), **Series 2011-A, dated June 1, 2011;** and

**\$2,745,000** Mississippi Development Bank Special Obligation Bonds (Jackson Redevelopment Authority Project), **Taxable Series 2011-B, dated June 1, 2011;** and

**WHEREAS**, prior to the Series 2011 Bonds, the Authority had previously issued its Urban Renewal Notes (the "Notes"), Series 2000; and



**WHEREAS**, pursuant to a Contribution Agreement between the City and the Authority, the City agreed to pay (a) interest on the Series 2000 Notes and (b) principal of and interest on obligations issued to refund the principal of the Series 2000 Notes; and

**WHEREAS**, proceeds of the Series 2000 Notes were applied to pay:

- (i) costs of acquiring the Standard Life Building Properties and properties in the two city blocks bounded by Pearl, Pascagoula, Mill and Farish Streets;
- (ii) costs of preparing space in the Standard Life Building for occupancy by the City; and
- (iii) a portion of the local match for Viaduct Improvements in the Central Business District of the City;

**WHEREAS**, the Series 2000 Notes matured in 2003; and

**WHEREAS**, the Authority issued the Series 2003 Notes to refund the Series 2000 Notes; and

**WHEREAS**, pursuant to a Contribution Agreement between the City and the Authority, the City agreed to pay (a) interest on the Series 2003 Notes and (b) principal of and interest on obligations issued to refund the principal of the Series 2003 Notes; and

**WHEREAS**, the Series 2003 Notes matured in 2006; and

**WHEREAS**, the Authority issued its Series 2006 Notes to refund the Series 2003 Notes; and

**WHEREAS**, pursuant to a Contribution Agreement between the City and the Authority, the City agreed to pay (a) interest on the Series 2006 Notes and (b) principal of and interest on obligations issued to refund the principal of the Series 2006 Notes; and

**WHEREAS**, the Series 2006 Notes matured on October 1, 2008; and

**WHEREAS**, the Series 2006 Notes were subject to optional prepayment by the Authority at any time and mandatory prepayment at the option of the Holder; and

**WHEREAS**, the Holder of the Series 2006 Notes agreed to extend maturity until October 1, 2010, and to reduce the interest rate from 4.00% to 3.75%; and

**WHEREAS**, the City approved an order authorizing amendment to the 2006 Contribution Agreement permitting such extension; and

**WHEREAS**, approximately \$14,000, representing unexpended proceeds of the Series 2000 Notes were used, together with other funds, to pay interest due on the Series 2006 Notes on October 1, 2008; and

**WHEREAS**, after that payment, no proceeds of the Series 2000 Notes, the Series 2003 Notes or the Series 2006 Notes remained; and

**WHEREAS**, proceeds from sales of the Standard Life Building and properties in the city blocks bounded by Pearl, Pascagoula, Mill and Farish Streets were applied to pay principal of the Series 2006 Notes; and

**WHEREAS**, the remaining principal of the Series 2006 Notes was refinanced over a term of approximately twenty (20) years with proceeds from the Mississippi Development Bank Special Obligation Bonds, Series 2011-A&B (the "Series 2011 Bonds"); and

**WHEREAS**, the refunding obligations were secured by an agreement between the City and JRA which served as inducements to and collateral for issuance of the Series 2011 Bonds; and

**WHEREAS**, outstanding obligations remain due and owing on the Series 2011 Bonds to the Holders of Mississippi Development Bank Special Obligation Bonds, Series 2011-A&B, including Debt Service Payments Due on June 1, 2019 in the scheduled Interest Only amount of \$114,362.50 for the Series 2011-A Bonds, and in the scheduled Principal reduction amount of \$1,000,000.00 plus the scheduled Interest amount of \$49,440.00 for the Series 2011-B Bonds, as evidenced by the *Amortization Schedule* and *Funds Due Notices* attached hereto, marked as Group Exhibit "A" and incorporated herein by this reference for all purposes; and

**WHEREAS**, after payment of scheduled Principal reduction in the amount of \$1,000,000.00 due June 1, 2019 on the Series 2011-B Bonds, the remaining Principal balance will be \$920,000 on the Series 2011-B Bonds; and

**WHEREAS**, due to budgetary constraints, the City has only provided funds to the Authority that would be sufficient to pay the scheduled Interest amount of \$114,362.50 for the Series 2011-A Bonds, and the scheduled Interest amount of \$49,440.00 for the Series 2011-B Bonds, due on June 1, 2019 to the Holders of the Series 2011-A & B Bonds; and

**WHEREAS**, due to budgetary constraints, the City has not provided funds to the Authority that would be sufficient to pay the scheduled Principal reduction amount due on June 1, 2019 to the Holders of the Series 2011-B Bonds; and

**WHEREAS**, the City has requested that the Authority expend its public funds for payment of the scheduled Principal reduction in the amount of \$1,000,000.00 that is due June 1, 2019 on the Series 2011-B Bonds (the City's Request"); and

**WHEREAS**, the City has agreed to reimburse the Authority for its expenditure of public funds, pursuant to the City's Request, as payment of the scheduled principal reduction amount due June 1, 2019 on the Series 2011-B Bonds; and

**WHEREAS**, the Authority has established prerequisites for any payment to be made pursuant to the City Request, which shall be conditions precedent to and essential provisions of any consideration accepted by the Authority, for payment to be made by the Authority pursuant to the City's Request; and

**WHEREAS**, the Authority has agreed it shall make a conditional, one-time expenditure of public funds pursuant to the City's Request provided (a) the City agrees it shall reimburse said amount to the Authority, as stated herein and reflected in a duly executed Promissory Note, with no interest being charged thereon, and further provided that (b) the City agrees it shall make no further requests to the Authority for payment of any scheduled principal or interest amounts that remain due and owing after June 1, 2019 on the Series 2011-A&B Bonds (the "Authority's Conditions"); and

**WHEREAS**, the City has accepted the Authority's Conditions and will present the proposed order attached hereto for adoption by the governing body of the City, which specifies that reimbursements to the Authority shall be made as installment payments from the general funds of the City until the total \$1,000,000.00 Principal reduction amount, due June 1, 2019 on the Series 2011-B Bonds, has been repaid in full to the Authority, pursuant to the following Payment Schedule:

On or before June 1, 2023: Two Hundred Thousand and No/100 Dollars (\$200,000.00); plus  
On or before June 1, 2024: Two Hundred Thousand and No/100 Dollars (\$200,000.00); plus  
On or before June 1, 2025: Two Hundred Thousand and No/100 Dollars (\$200,000.00); plus  
On or before June 1, 2026: Two Hundred Thousand and No/100 Dollars (\$200,000.00); plus  
On or before June 1, 2027: Two Hundred Thousand and No/100 Dollars (\$200,000.00);

**WHEREAS**, at a regularly scheduled monthly Meeting on Wednesday, May 22, 2019, the Board of Commissioners of the Authority conducted its due diligence review and consideration of the City's Request; and

WHEREAS, the Authority's due diligence review of the City's Request included discussions with representatives of the City regarding the Authority's Conditions and reimbursement to the Authority as reflected in this Resolution and the order proposed by the City for adoption by the governing body of the City, as consideration for expenditure by the Authority of its public funds in payment of the scheduled Principal reduction amount of \$1,000,000.00, due June 1, 2019 to Holders of Mississippi Development Bank Special Obligation Bonds, Series 2011-B; and

WHEREAS, on motion duly made by Commissioner Donaldson that the Resolution be adopted as introduced, and seconded by Commissioner McLaughlin, the Authority took up said Resolution to authorize expenditure by the Authority of its public funds in payment of the scheduled Principal reduction amount of \$1,000,000.00, due June 1, 2019, to Holders of Mississippi Development Bank Special Obligation Bonds, Series 2011-B, and upon being put to a vote the yeas and nays were as follows:

Yeas - Commissioners Alexander, Donaldson, Dinkins, and McLaughlin.  
Nays - None.  
Recusals - None.

WHEREON, the Chairman declared that the MOTION WAS APPROVED, with four Yeas, zero Nays, zero Recusals, and the Resolution ADOPTED, by majority vote of the Jackson Redevelopment Authority Board of Commissioners on the 22<sup>nd</sup> day of May, 2019.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that the Mayor and/or the City Clerk of the City, acting for and on behalf of the City, be and they are hereby authorized to take such actions and execute such other documents as shall be appropriate, reasonable and necessary in connection with the transaction authorized pursuant to this Order, and the City Clerk of the City be, and he or she is hereby, authorized to attest such execution and delivery and to affix the seal of the City thereto, including execution, attestation and delivery of a Promissory Note and such other documents as shall be required in connection with, but not limited to, performance and implementation by the City and the Authority of the following mutually agreed upon terms and conditions as so ordered and agreed to herein:

- (i) Provided that the Authority shall expend its public funds as payment for the scheduled Principal reduction amount of \$1,000,000.00, due June 1, 2019, to the Holders of Mississippi Development Bank Special Obligation Bonds, Series 2011-B; then
- (ii) reimbursement by the City shall be made in full to the Authority for its payment of the Principal reduction amount of \$1,000,000.00, due June 1, 2019, to the Holders of Mississippi Development Bank Special Obligation Bonds, Series 2011-B; and
- (iii) such reimbursement by the City shall be made in five (5) equal annual installment payments to the Authority from the general funds of the City, with no interest being charged thereon, pursuant to the Payment Schedule specified herein; and
- (iv) after June 1, 2019, the City shall make no further requests to the Authority for payment of any scheduled principal or interest amounts due to the Holders of Mississippi Development Bank Special Obligation Bonds, Series 2011-A&B.

President Priester moved adoption; Vice President Lindsay seconded.

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

\*\*\*\*\*

**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  
5/4/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER REVISING THE FY 2020-2021 BUDGET FOR THE DEPARTMENT OF ADMINISTRATION** is legally sufficient for placement in NOVUS Agenda.

  
**Monica D. Allen, Interim City Attorney**

5/4/2021  
**Date**

**ORDER ACCEPTING BID OF RINGCENTRAL, INC. FOR A 60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM (BID NO. 83977-041321)**

RECEIVED  
CITY OF BELMONT  
MAY 13 2021

**WHEREAS**, bids were solicited for a RingCentral Unified Communications System; and

**WHEREAS**, on April 13, 2021, five bids for RingCentral Unified Communications System were received; and

**WHEREAS**, the Division recommends RingCentral, Inc. be selected as the lowest and best bid because RingCentral, Inc. met the specifications; and

**WHEREAS**, additionally, the Division recommends RingCentral, Inc. because it is the manufacturer of said solution and will be more familiar with the software and hardware; and

**WHEREAS**, RingCentral, Inc. offered to provide said solution for a five-year period in the amount of \$327,854.22 for Year 1 (11/1/2021 – 11/1/2022); \$260,417.97 for Year 2 (11/1/2022 – 11/1/2023); \$260,417.97 for Year 3 (11/1/2023 – 11/1/2024); \$260,417.97 for Year 4 (11/1/2024 – 11/1/2025); \$260,417.97 for Year 5 (11/1/2025 – 11/1/2026) total amount not to exceed \$1,369,526.10 for the five-year period to expire on November 1, 2026.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a five-year agreement with RingCentral, Inc., 20 Davis Drive, Belmont, California, for software, hardware, maintenance and support for the RingCentral Unified Communications System at a cost of \$327,854.22 for Year 1 (11/1/2021 – 11/1/2022); \$260,417.97 for Year 2 (11/1/2022 – 11/1/2023); \$260,417.97 for Year 3 (11/1/2023 – 11/1/2024); \$260,417.97 for Year 4 (11/1/2024 – 11/1/2025); \$260,417.97 for Year 5 (11/1/2025 – 11/1/2026) total amount not to exceed \$1,369,526.10 for the five-year period to expire on November 1, 2026.

Agenda Item No. 8  
Agenda Date: May 11, 2021  
(Horton, Lumumba)

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

**4/21/2021**  
**DATE**

POINTS	COMMENTS																																								
1. <b>Brief Description</b>	Purchase of a 60 month term RingCentral Unified Communications System to be utilized by all City Departments.																																								
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government																																								
3. <b>Who will be affected</b>	All Departments																																								
4. <b>Benefits</b>	The solution will provide the City of Jackson with a new phone system.																																								
5. <b>Schedule (beginning date)</b>	Final date of execution by both parties.																																								
6. <b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE																																								
7. <b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration																																								
8. <b>COST</b>	\$327,854.22 for Year 1 (11/1/2021 – 11/1/2022); \$260,417.97 for Year 2 (11/1/2022 – 11/1/2023); \$260,417.97 for Year 3 (11/1/2023 – 11/1/2024); \$260,417.97 for Year 4 (11/1/2024 – 11/1/2025); \$260,417.97 for Year 5 (11/1/2025 – 11/1/2026) total amount not to exceed \$1,369,526.10 for the five-year period to expire on November 1, 2026																																								
9. <b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund																																								
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A _____</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A _____</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A _____</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A _____</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A _____</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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NABE _____ %	WAIVER	yes ___	no ___																																						
N/A _____																																									

Department of Administration



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

## MEMORANDUM

Date: April 21, 2021  
To: Mayor Chokwe Antar Lumumba  
From: LaaWanda Horton, Director of Administration  
Subject: RingCentral Unified Communications System

The City of Jackson legacy phone system needs to be replaced. The RingCentral Unified Communications System demo was provided to the City of Jackson Departments and was recommended to be the new phones system to replace the current legacy phone system.

RingCentral, Inc. offered to provide said solution for a five-year period in the amount of \$327,854.22 for Year 1 (11/1/2021 – 11/1/2022); \$260,417.97 for Year 2 (11/1/2022 – 11/1/2023); \$260,417.97 for Year 3 (11/1/2023 – 11/1/2024); \$260,417.97 for Year 4 (11/1/2024 – 11/1/2025); \$260,417.97 for Year 5 (11/1/2025 – 11/1/2026) total amount not to exceed \$1,369,526.10 for the five-year period to expire on November 1, 2026. It is recommended that we accept the Bid from RingCentral, Inc. and the solution be paid out of the Technology Fund.

LH/fkw

**BID TABULATIONS**  
**60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM**  
**BID NO. 83977-041321**

**TERMS: 60 MONTH TERM**  
**ADVERTISED: MARCH 25<sup>TH</sup> & APRIL 1<sup>ST</sup> 2021**  
**OPENED: APRIL 13, 2021**  
**INFORMATION TECHNOLOGY/ INFORMATION SYSTEMS**  
**DEPARTMENT OF ADMINISTRATION**

**ACCOUNT: GENERAL FUND**

RingCentral, Inc.  
 20 Davis Drive  
 Belmont, CA. 94002  
[Matt.Lambert@ringcentral.com](mailto:Matt.Lambert@ringcentral.com)  
 917-946-2930 (Phone)

Service Plan - 60 Month Term

Description	Quantity	Unit Price	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
RingCentral Office - Standard Licenses/Maintenance <i>(Include: VOIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax)</i>	1800	\$7.99	\$122,584.00	\$172,584.00	\$172,584.00	\$172,584.00	\$172,584.00
Local & Long Distance for US & Canada	1800	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Compliance and Administrative Cost Recovery	1800	\$3.00	\$14,800.00	\$64,800.00	\$64,800.00	\$64,800.00	\$44,800.00
E-911	1800	\$1.00	\$12,036.25	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00
Federal Universal Service Fund Fee	1	\$1,433.97	\$1,433.97	\$1,433.97	\$1,433.97	\$1,433.97	\$1,433.97
Phone Hardware - Yealink T485	400	\$155.00	\$62,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services	1	\$115,000.00	\$115,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total</b>			<b>\$327,854.22</b>	<b>\$260,417.97</b>	<b>\$260,417.97</b>	<b>\$260,417.97</b>	<b>\$260,417.97</b>
<b>TOTAL 5-YEAR PROJECT COST</b>	<b>\$1,369,526.10</b>						
<b>Bid valid for:</b>	<b>60 Days</b>						
<b>EBO Plan Application:</b>	<b>Included</b>						

\*\* First year cost includes 5 free months of service (a credit of \$109,563.75) this is in place to allow the city time to transition systems and also to ensure the first years of payment would be due in November 2021.



**BID TABULATIONS**  
**60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM**  
**BID NO. 83977-041321**  
**TERM: 60 MONTH TERM**  
**ADVERTISED: MARCH 25<sup>TH</sup> & APRIL 1<sup>ST</sup> 2021**  
**OPENED: APRIL 13, 2021**  
**INFORMATION TECHNOLOGY/INFORMATION SYSTEMS**  
**DEPARTMENT OF ADMINISTRATION**

ACCOUNT: GENERAL FUND

ConvergeOne (BID #1)  
 860 Centre Street  
 Ridgeland, MS 39157  
 mailian@convergeone.com  
 dbr@convergeone.com  
 601-956-5440(P/Phone)

**Service Plan - 60 Month Term**

Description	Quantity	Unit Price	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
RingCentral Office - Standard Licenses/Maintenance <i>(Includes: VOIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax)</i>	1800	\$7.99	\$122,584.00	\$172,584.00	\$172,584.00	\$172,584.00	\$172,584.00
Local & Long Distance for US & Canada	1800	Included	Included	Included	Included	Included	Included
Compliance and Administrative Cost Recovery	1800	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
E-911	1800	\$3.00	\$14,800.00	\$64,800.00	\$64,800.00	\$64,800.00	\$64,800.00
Federal Universal Service Fund Fee	1	\$1.00	\$12,036.25	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00
Phone Hardware - Yealink T485	400	\$1,433.67	\$1,433.67	\$1,433.67	\$1,433.67	\$1,433.67	\$1,433.67
Professional Services	1	\$155.00	\$62,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total</b>			\$307,854.22	\$260,417.97	\$260,417.97	\$260,417.97	\$260,417.97
<b>TOTAL 5-YEAR PROJECT COST</b>	<b>\$1,349,526.10</b>						
<b>Bid valid for:</b>	<b>60 Days</b>						
<b>EBO Plan Application:</b>	<b>Included</b>						

\*\*ConvergeOne is a RingCentral Certified Delivery Partner and can provide the Professional services requested for a total of \$95,000.00.

**BID TABULATIONS**  
**60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM**  
**BID NO. 83977-041321**

**TERM: 60 MONTH TERM**  
**ADVERTISED: MARCH 25<sup>TH</sup> & APRIL 1<sup>ST</sup> 2021**  
**OPENED: APRIL 13, 2021**

**INFORMATION TECHNOLOGY/ INFORMATION SYSTEMS**  
**DEPARTMENT OF ADMINISTRATION**

**ACCOUNT: GENERAL FUND**

**ConvergeOne (BID #3)**  
 860 Centre Street  
 Ridgeland, MS 39157  
 rmalings@convergeone.com  
 dbsteuwart@convergeone.com  
 662-456-5440(Phone)

**\*\*Phone hardware: ConvergeOne will provide 1,800 Avaya J159 IP phones to the COJ at no charge, if this offering for RingCentral Avaya Cloud office is selected with the purchase of 1800 licenses. List price for the Avaya IX IP Phone J159 is \$ 168.00 per unit. ConvergeOne is a RingCentral Certified Delivery Partner and can provide the Professional services requested.**

**Service Plan - 60 Month Term**

Description	Quantity	Unit Price	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
RingCentral Office - Standard Licenses/Maintenance <i>(Include: VOIP Softphones, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax)</i>	1800	\$7.99	\$122,584.00	\$172,584.00	\$172,584.00	\$172,584.00	\$172,584.00
Local & Long Distance for US & Canada	1800	Included	Included	Included	Included	Included	Included
Compliance and Administrative Cost Recover.	1800	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
E-911	1800	\$3.00	\$14,800.00	\$64,800.00	\$64,800.00	\$64,800.00	\$64,800.00
Federal Universal Service Fund Fee	1800	\$1.00	\$12,036.25	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00
Phone Hardware - Yealink T485	1	\$1,433.67	\$1,433.67	\$1,433.67	\$1,433.67	\$1,433.67	\$1,433.67
Professional Services	400 (1.800)	\$168.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total</b>	1		\$95,000.00	\$95,000.00	\$0.00	\$0.00	\$0.00
			\$245,854.22	\$260,417.97	\$260,417.97	\$260,417.97	\$260,417.97
<b>TOTAL 5-YEAR PROJECT COST</b>	<b>\$1,287,526.10</b>						
Bid valid for:	60 Days						
EBO Plan Application:	Included						

**BID TABULATIONS**  
**60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM**  
**BID NO. E8977-041321**  
**TERM: 60 MONTH TERM**  
**ADVERTISED: MARCH 25<sup>TH</sup> & APRIL 1<sup>ST</sup> 2021**  
**OPENED: APRIL 13, 2021**  
**INFORMATION TECHNOLOGY/INFORMATION SYSTEMS**  
**DEPARTMENT OF ADMINISTRATION**

**ACCOUNT: GENERAL FUND**

Fuse, Cloud  
 1510 N. State Street Suite 400  
 Jackson, MS 39202  
 Laura Johns  
[laura@fuse.cloud](mailto:laura@fuse.cloud)  
 601-910-6233  
 866-556-5671 (fax)

Service Plan - 60 Month Term

Description	Quantity	Unit Price	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
RingCentral Office - Standard Licenses/Maintenance <i>(Include: VOIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax)</i>	1800	\$7.99 Included	\$122,584.00 Included	\$172,584.00 Included	\$172,584.00 Included	\$172,584.00 Included	\$172,584.00 Included
Local & Long Distance for US & Canada Compliance and Administrative Cost Recovery	1800	Unlimited \$3.00	Unlimited \$14,000.00	Unlimited \$64,800.00	Unlimited \$64,800.00	Unlimited \$64,800.00	Unlimited \$64,800.00
E-911	1800	\$1.00	\$12,036.25	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00
Federal Universal Service Fund Fee	1	\$1,433.97	\$1,433.97	\$1,433.97	\$1,433.97	\$1,433.97	\$1,433.97
Phone Hardware - Yealink T485	400	155.00	\$62,000	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services	1	\$105,000.00	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Installation Services		\$18,000	\$18,000				
<b>Grand Total</b>				\$260,417.97	\$260,417.97	\$260,417.97	\$260,417.97
<b>TOTAL 5-YEAR PROJECT COST</b>			<b>\$1,377,526.10</b>				
<b>Bid valid for:</b>	<b>60 Days</b>						
<b>EBO Plan Application:</b>	<b>Included</b>						

**BID TABULATIONS**  
**60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM**  
**BID NO. 83977-041321**

**TERM: 60 MONTH TERM**  
**ADVERTISED: MARCH 25<sup>TH</sup> & APRIL 1<sup>ST</sup> 2021**  
**OPENED: APRIL 13, 2021**  
**INFORMATION TECHNOLOGY/INFORMATION SYSTEMS**  
**DEPARTMENT OF ADMINISTRATION**

**ACCOUNT: GENERAL FUND**

**AT&T CORP**  
 240 East Capitol Street  
 Jackson, MS 39201  
[Kris.sauter@att.com](mailto:Kris.sauter@att.com)  
 601-592-1209 (Phone)

**Service Plan - 60 Month Term**

Description	Quantity	Unit Price	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
RingCentral Office - Standard Licenses/Maintenance <i>(Include: VOIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax)</i>	1800	\$12	\$259,200	\$259,200	\$259,200	\$259,200	\$259,200
Local & Long Distance for US & Canada	1800	0	0	0	0	0	0
Compliance and Administrative Cost Recovery	1800	0	0	0	0	0	0
E-911	1800	\$2	\$43,200	\$43,200	\$43,200	\$43,200	\$43,200
Federal Universal Service Fund Fee	1	\$4*	\$86,400*	\$86,400*	\$86,400*	\$86,400*	\$86,400*
Phone Hardware - Yealink T485	400	\$145	\$58,000	0	0	0	0
Professional Services	1	\$59,50	\$23,800	0	0	0	0
<b>Grand Total</b>							
<b>TOTAL 5-YEAR PROJECT COST</b>	<b>\$2,025,800</b>						
<b>Bid valid for:</b>	<b>90 Days</b>						
<b>EBO Plan Application:</b>	<b>Included</b>						

**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 BID OF RINGCENTRAL, INC. FOR A 60 MONTH TERM RINGCENTRAL UNIFIED COMMUNICATIONS SYSTEM (BID NO 83977-041321)** is legally sufficient for placement in NOVUS Agenda.



**Monica Allen, Interim City Attorney**

**Date** 5/3/2004

*OFFICE OF THE CITY ATTORNEY*  
*Monica Allen*  
*5/3/2004*



**ORDER ACCEPTING BID OF PILEUM CORPORATION FOR MICRO COMPUTER DESKTOPS AND LAPTOPS (BID NO. 20453-042721)**

**WHEREAS**, bids were solicited for thirty three Microsoft Surfaces, fifteen desktop computers and fifteen laptops; and

**WHEREAS**, on April 27, 2021, three bids for the computers and laptops were received; and

**WHEREAS**, Pileum Corporation submitted the lowest and best bid that met all specifications of the bid solicitation; and

**WHEREAS**, the Information Systems Division of the Administration Department recommends that the City accept the bid of Pileum Corporation in the amount of \$158,981.11.

**IT IS THEREFORE ORDERED**, that the bid of Pileum Corporation in the amount \$158,981.11 be accepted as the lowest and best bid, and that the Mayor is authorized to execute all documents necessary to complete this transaction, including, but not limited to the execution of any maintain agreements.

Agenda Item No. 9  
Agenda Date: May 11, 2021  
(Horton, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/28/2021

DATE

POINTS		COMMENTS									
1.	<b>Brief Description/Purpose</b>	Purchase of thirty three Microsoft Surfaces, fifteen desktop computers and fifteen laptops									
2.	<b>Purpose</b>	To increase technological efficiency and capability of city personnel.									
3.	<b>Who will be affected</b>	All City Departments									
4.	<b>Benefits</b>	To replace old computers and laptops.									
5.	<b>Schedule (beginning date)</b>	Upon Execution									
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	CITYWIDE									
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Administration, Information Systems Division									
8.	<b>COST</b>	\$158,981.11									
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Technology Fund									
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		AABE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		WBE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		HBE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		NABE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>

Revised 2-04



Department of Administration



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

## MEMORANDUM

Date: April 28, 2021  
To: Mayor Chokwe Antar Lumumba  
From: LaaWanda Horton, Director of Administration  
Subject: Microsoft Surfaces, Desktop Computers and Laptops – Bid

The attached quote is for Pileum Corporation, who responded to the Bid we advertised for thirty three Microsoft Surfaces, fifteen desktop computers and fifteen laptops. The Division of Information will replace the old computers throughout the City.

The Division of Information Systems need to get outdated computers off the network because they are venerable to ransomware attacks. The Information Systems Division staff are not able to update antivirus software and the New ERP client software on many of the old computers.

It is my recommendation that we accept the Bid from Pileum Corporation at a cost of \$158,981.11.

LW/fkw

# E B O Determination

## *Micro Computer Desktops & Laptops* *Project No. 20453-042721*

**Bidder:** [Hypertec USA](#)  
**Status:** [NON-COMPLIANT](#)

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

**Bidder:** [Howard Technology Solutions](#)  
**Status:** [NON-COMPLIANT](#)

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

**Bidder:** [Pileum Corporation](#)  
**Status:** [COMPLIANT](#)

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

**TABULATION OF BID RECEIVED FOR MICROCOMPUTERS**

**DESKTOP & LAPTOP**

BID NO. 20453-042721

ADVERTISED: April 8<sup>th</sup> & 15<sup>th</sup> 2021

OPENING DATE: April 27, 2021

**DEPARTMENT OF ADMINISTRATION – INFORMATION SYSTEMS**

**HYPERTEC USA, INC**  
 1753 East Broadway Road  
 Ste 101-514  
 Tempe AZ, 85282  
 1868 East Broadway Rd  
 Tempe AZ, 85282  
 Mike Marracino, EVP

**PILEUM LLC**  
 190 E. Capitol Street, Ste. 175  
 Jackson MS 39201  
 190 E. Capitol Street, Ste. 175  
 Jackson, MS 39201  
 Tarnien Williams  
 (601) 573-6616

**Howard Technology Solutions, A Division of Howard Industries, NC**  
 P.O. Box 1590  
 Laurel MS 39441  
 36 Howard Dr.  
 Ellisville MS 39437

Item	Qty.	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	33ea	Microsoft Surface Pro 7 Tablet-12.3"-GB RAM-256 GB SSD-Windows 10 Pro,Platinum-Intel Core i5 10 <sup>th</sup> Gen microSD Supported-2736 x 1824-Pixel Sense Display-5 Megapixel Front Camera PLATINUM, Software: Microsoft Office Professional 2019,Warranty 3-year Warranty with Onsite	\$1,149.98	\$37,949.34	\$1779.69	\$58,729.77	\$1694.00	\$55,902.00
2.	33ea.	Microsoft Type Cover Keyboard/Cover Case Tablet-Black. Bump Resistant, Scratch Resistant-0.2" Height x 11.6" Width x 8.5" Depth	\$118.71	\$3917.43	\$62.38	\$2058.54	\$65.00	\$2,145.00
3.	33ea.	Hard Case for Microsoft Surface Pro 7 Plus, Shockproof Folio Protective Rugged Cover Compatible With Type Cover Keyboard	No Bid	No Bid	\$76.47	\$2523.51	\$40.00	\$1,320.00
4.	33ea.	Microsoft Surface Mobile mouse	\$25.96	\$856.68	\$26.51	\$874.83	\$41.00	\$1,353.00
5.	33ea.	Microsoft Surface pens	\$74.19	\$2448.27	\$75.76	\$2500.08	\$78.00	\$2,574.00

\* HYPERTEC USA, INC  
 1753 East Broadway Road  
 Ste 101-514  
 Tempe AZ 85282  
 1868 East Broadway Rd  
 Tempe AZ, 85282  
 Mike Marracino, EVP

PILEUM LLC  
 190 E. Capitol Street, Ste. 175  
 Jackson MS 39201  
 190 E. Capitol Street, Ste. 175  
 Jackson, MS 39201  
 Tarrion Williams  
 (601) 573-6616

Howard Technology  
 Solutions, A Division of  
 Howard Industries, NC  
 P.O. Box 1590  
 Laurel MS 39441  
 36 Howard Dr.  
 Ellisville MS 39437

Item	Qty.	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
6.	33 ea.	Microsoft Surface cases	No Bid	No Bid	\$21.92	\$723.36	\$31.00	\$1,023.00
7.	40 ea.	USB C adapter including the following inputs: HDMI VGA,USB, and RJ45	\$75.59	\$2,428.47	\$76.88	\$3075.20	\$63.00	\$2,520.00
8.	15 ea.	Laptop Business Class CPU: Intel® Core 17 RAM Memory: 8 GB Hard Drive: 1TB 7200RPM DVD/CD Drives: 8x DVD+RW Network Card: 10/100/1000 RJ45 and Wireless 802.11g/n Monitor: 15.6" HD LED Pantel Keyboard/Mouse: Microsoft Windows 10 compliant *The laptop must be 10-key O/S: Windows 10 Pro 64-Bit English Graphics Card 1zzgb Radeon Video Media: Integrated Sound Card and Speakers Software: Microsoft Office 2019 Volume Licenses Ports: Minimum: 1 serial,4 USB,HDMI,RJ45 Other: A/C Adapter, Battery, Carry Case, with docking station Warranty:3-years	\$2137.89	\$32,068.35	\$2637.17	\$39,557.55	\$1,665.00	\$24,975.00
9.	3 ea.	Desktop Maximum Business Class CPU: 11 Gen Intel Core 19 8-Core Processor RAM Memory 32GB Hard Drive: 1TB SATA Hard Disk DVD/CD Drives: CDRW/DVDRW SATA Combo Drive Network Card: 10/100/1000 P Cle Gigabit Monitor: 24 LCD 1900x1200 pixel, Digital DVI-D Keyboard/Mouse: Microsoft Window 10 complaint Warranty: 3-years O/S: Windows 10 Pro 54-Bit: English Graphics Card 8GB Dual monitors cards Media: External Speakers Software: Microsoft Office 2019 Business Volume Licenses Parts: Minimum: 4 USB, video Part	\$1973.71	\$5,921.13	\$3009.96	\$9029.88	\$2,378.00	\$7,134.00
			Dell Latitude 5520		5510 Latitude 210-AWIP		Dell Latitude 3510	

<p>* HYPERTEC USA, INC                  1753 East Broadway Road                  Ste 101-514                  Tempe AZ 85282                  1868 East Broadway Rd                  Tempe AZ, 85282                  Mike Maccacino, EVP</p>	<p>PILEUM LLC                  190 E. Capitol Street, Ste. 175                  Jackson MS 39201                  190 E. Capitol Street, Ste. 175                  Jackson, MS 39201                  Tarrien Williams                  (601) 573-6616</p>	<p>Howard Technology Solutions, A                  Division of Howard Industries, NC                  P.O. Box 1590                  Laurel MS 39441                  36 Howard Dr.                  Ellisville MS 39437</p>
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Item	Qty.	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
10.	15 ea.	Desktop Maximum Business Class CPU: Intel Core i7 Quad Core Processor RAM Memory: 8 GB Hard Drive: 1 TB SATA Hard Disk DVD/CD Drives: CDRW/DVDRW SATA Combo Drive Network Card: 10/100/100 P Cle Gigabit Monitor: 24 LCD, 900 x 1200 pixel, Digital DVI-D Keyboard/Mouse: Microsoft Windows 10 compliant Warranty: 3-years O/S: Windows 10 Pro 64-Bit English Graphics Card 1GB RADEON HD Dual monitors cards Media: External Speakers Software: Microsoft Office 2019 Business Volume Licenses Ports: Minimum: 4 USB, Video Port(DP/VGA/HDMI), R145, Display Port	\$1,205.07	\$18,076.05	\$1,791.24	\$26,868.60	\$1,511.00	\$22,665.00
		Mfg. Name/Model:	Dell OptiPlex 7080 Tower XCTO		Precision 5820 210-ANJK		Dell/OptiPlex 5080	
11.	2 ea.	iPad Pro 12.9inch-Silver,Wi-Fi-,128GB Include black Smart Keyboard Folio, 2-year AppleCare Protection Plan	No Bid	No Bid	\$1482.32	\$2964.64	\$1,257.00	\$2,514.00

\* HYPERTEC USA, INC  
1753 East Broadway Road  
Ste 101-514  
Tempe AZ 85282  
1868 East Broadway Rd  
Tempe AZ 85282  
Mike Maccacino, EVP

PILEUM LLC  
190 E. Capitol Street, Ste. 175  
Jackson MS 39201  
190 E. Capitol Street, Ste. 175  
Jackson, MS 39201  
Tarrion Williams  
(601) 573-6616

Howard Technology Solutions, A  
Division of Howard Industries, NC  
P.O. Box 1590  
Laurel MS 39441  
36 Howard Dr.  
Ellisville MS 39437

Item	Qty.	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12.	2 ea.	16" MacBook Pro-Grey 2.3GHz 8-core 9th generation Intel Corei9 processor, Turbo Boost up to 4.8GHZ, 32GB 2666MHz DDR4 memory, AMD Radeon Pro 5500M with 4GB of GDDR6 MEMORY, 1 tb ssd STORAGE, 16-INCH Retina display with True Tone, Four Thunderbolt 3 ports, Touch Bar and Touch ID-<Backlit Magic Keyboard-US English, Accessory Kit, Microsoft Office Standard 2019 Volume Licenses for Mac: 2years AppleCare Protection Plan for Mac	No Bid	No Bid	\$3951.78	\$7903.56	\$3,496.00	\$6,992.00
13.	1 ea.	Microsoft-Surface Laptop 3-15 Touch-Screen-Intel Core i7-16GB Memory-25GB Solid State Drive(Latest Model)-Matte Black metal-Microsoft Application Software-Microsoft Office 2019 Professional Volume licensing-Carrying Case, Warranty: 3-year Warranty with Onsite, Surface Pen, Surface Protective Cover, Microsoft Are Mouse(Black)	\$1617.06		\$2161.59		\$2,184.00	\$2,184.00
<b>Grand Totals:</b>				\$105,282.79		\$158,981.11		\$133,334.00
<b>**We reserve the right to purchase 10 extra computers if our budget permits at the bided price.</b>								
Delivery:			30-45days	60-90 days	4-6 Weeks			

Bid valid for:			60 days	60 days
EBO Plan Application:	Attached		Attached	Attached
Addendum Returned:			Yes	Yes

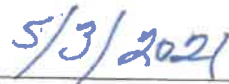
DW/mo.  
20453-042721

**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 BID OF PILEUM CORPORATION FOR MICRO COMPUTER DESKTOPS AND LAPTOPS (BID NO. 20453-042721)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Monica Allen, *Interim City Attorney***

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

*Monica Allen*  
OFFICE OF THE CITY ATTORNEY  
5/3/2021



**ORDER AUTHORIZING THE MAYOR TO EXECUTE, AND CITY CLERK TO ATTEST, A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE, FOR A TERM PERIOD BEGINNING JULY 15, 2021 AND ENDING JULY 14, 2022.**

OFFICE OF THE CITY ATTORNEY  
MAYOR 8/3/2021

**WHEREAS**, the Environmental System Research Institute, Incorporated's ("ESRI") standard mapping software is currently utilized by the Information Systems Division of the Department of Administration; and

**WHEREAS**, the existing software maintenance agreement for the City's ESRI software expires on July 14, 2021; and

**WHEREAS**, in order to ensure the continued maintenance of the City's ESRI software, it is necessary to execute another maintenance agreement with ESRI, Inc.; and

**WHEREAS**, ESRI, Inc., has proposed to perform one year of maintenance service to the City's ESRI software, as well as perform needed service upgrades to said software to ensure the City is in line with current standards, at a cost not to exceed thirty-one thousand and sixty-two dollars and 0/100 cents (\$31,062.00) for a term period beginning July 15, 2021 and ending July 14, 2022; and

**WHEREAS**, the Information Systems Division of the Department of Administration recommends the execution of a software maintenance agreement with ESRI, Inc., to ensure the continued use and utilization of the City's ESRI software.

**IT IS THEREFORE, ORDERED**, that the Mayor is authorized to execute, and the City Clerk to attest, a maintenance agreement with ESRI, Inc., to provide maintenance and service upgrades to the City's ESRI software, at a cost not to exceed thirty-one thousand and sixty-two dollars and 0/100 cents (\$31,062.00) for a term period beginning July 15, 2021 and ending July 14, 2022.

Agenda Item No. 10  
Agenda Date: May 11, 2021  
(Horton, Lumumba)

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

**3/28/19**

**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	Authority to allow the Mayor to execute and City Clerk to attest to an software maintenance agreement with ESRI, Inc.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention, Changes in City Government, Neighborhood Enhancement, Economic Development, Infrastructure and Transportation, and Quality of Life
3.	<b>Who/What will be affected</b>	City of Jackson will benefit from this agreement because it will allow it to better use our ESRI software.
4.	<b>Benefits</b>	ArcNews, ESRI's Quarterly Newsletter; complimentary registrations to the annual ESRI User Conference; technical support and software updates
5.	<b>Schedule (Beginning date)</b>	July 15, 2021
6.	<b>Location:</b> <input checked="" type="checkbox"/> WARD <input type="checkbox"/> CITYWIDE (yes or no) (area) <input type="checkbox"/> project limits if applicable	Yes
7.	<b>Action initiated by:</b> <input type="checkbox"/> City Department <input checked="" type="checkbox"/> <input type="checkbox"/> Consultant	Administration
8.	<b>COST</b>	\$31,062.00
9.	<b>Source of Funding</b> <input checked="" type="checkbox"/> General Fund <input type="checkbox"/> <input type="checkbox"/> Enterprise <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	Account# 004.904.00.6464
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A <u>X</u> AABE _____ % WAIVER yes ___ no ___ N/A <u>X</u> WBE _____ % WAIVER yes ___ no ___ N/A <u>X</u> HBE _____ % WAIVER yes ___ no ___ N/A <u>X</u> NABE _____ % WAIVER yes ___ no ___ N/A <u>X</u>

Department of Administration



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

## MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: LaaWanda Horton, Director of Administration *LWH*

SUBJECT: ESRI'S Software Maintenance Agreement

DATE: March 24, 2021

\*\*\*\*\*

Geographic Information Systems uses Environmental System Research Institute, Inc. ("ESRI") mapping software to combine mapping with database to generate maps and reports that can help users to improve planning and decision making. The software maintenance agreement on the ESRI's software will expire on July 14, 2021 and will need to be renewed. The cost of renewal is \$31,062.00. The renewal term will be July 15, 2021 through July 14, 2022.

This software maintenance agreement provides the following benefits: technical support, software updates and complimentary registrations to the annual ESRI User Conference. These services will ensure the Department is aware of the most rapid advancements in GIS technology and also will ensure the Department's successful use of ESRI software.

Based on the above, the Department recommends that we enter into a one-year software maintenance agreement with ESRI to provide maintenance service and upgrades at a cost of \$31,062.00.

ew



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-4575716  
Fax #: 909-793-4801

# Quotation

**Date:** 03/03/2021

**Quotation Number:** 26007928

**Contract Number:** 2003MPA6052

City of Jackson  
Administration Dept  
Information Systems Div  
353 S Congress St  
Jackson MS 39201-4702  
**Attn:** Eugene Watt  
**Customer Number:** 10488

For questions regarding this document, please contact Customer Service at 888-377-4575.

**Send Purchase Orders To:**  
Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
**Attn:** Jenna Snow ball  
**Please include the following remittance address on your Purchase Order:**  
Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022	3,030.00	3,030.00
1010	5	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022	1,212.00	6,060.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022	1,515.00	1,515.00
3010	2	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022	1,212.00	2,424.00
4010	1	87232	505.00	505.00

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Jenna Snow ball      **Ext:** 5716

[SIANEZ.J]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-4575/5716  
Fax #: 909-793-4801

**Quotation**  
Page 2

Date: 03/03/2021

Quotation Number: 26007928

Contract Number: 2003MPA6052

Item	Qty	Material#	Unit Price	Extended Price
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		ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022		
5010	3	87233	202.00	606.00
		ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022		
6010	1	87198	505.00	505.00
		ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022		
7010	1	100571	505.00	505.00
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022		
8010	3	100572	202.00	606.00
		ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022		
10010	1	127625	808.00	808.00
		ArcGIS CityEngine Single Use Primary Maintenance Start Date: 07/15/2021 End Date: 07/14/2022		
11010	1	133114	2,525.00	2,525.00
		ArcGIS StreetMap Premium Desktop Map Display + Geocoding USA State Concurrent Use Term License Start Date: 07/15/2021 End Date: 07/14/2022		
12010	3	153148	505.00	1,515.00
		ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 07/15/2021 End Date: 07/14/2022		
13010	11	153417	101.00	1,111.00
		ArcGIS Business Analyst Web App Online Term License Start Date: 07/15/2021 End Date: 07/14/2022		
14010	5	157007	101.00	505.00

[SIANEZJ]



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45755716  
Fax #: 909-793-4801

# Quotation

Page 3

Date: 03/03/2021

Quotation Number: 26007928

Contract Number: 2003MPA6052

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Community Analyst Web App Online Term License Start Date: 07/15/2021 End Date: 07/14/2022		
15010	2	159044 ArcGIS Insights in ArcGIS Online Term License Start Date: 07/15/2021 End Date: 07/14/2022	505.00	1,010.00
16010	8	165533 ArcGIS Online Field Worker Term License Start Date: 07/15/2021 End Date: 07/14/2022	354.00	2,832.00
17010	1	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/15/2021 End Date: 07/14/2022	5,000.00	5,000.00
17020	1	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 07/15/2021 End Date: 07/14/2022		
17030	1	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 07/15/2021 End Date: 07/14/2022		

Item Subtotal	31,062.00
Estimated Tax	0.00
<b>Total</b>	<b>USD 31,062.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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

**OFFICE OF THE CITY ATTORNEY**

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE, AND CITY CLERK TO ATTEST, A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE, FOR A TERM PERIOD BEGINNING JULY 15, 2021 AND ENDING JULY 14, 2022** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Monica Allen, Interim City Attorney**

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

**OFFICE OF THE CITY ATTORNEY**  
**INDEX**  
**5/3/2021**





OFFICE OF THE CLERK OF THE CITY ATTORNEY  
5/16/2021

**ORDER APPROVING THE ACCEPTANCE OF ADDENDUM TO AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM, GRANT NO. 3-28-0037-059-2021; AND ADOPTING AND RATIFYING EXECUTION OF SAID AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM CONCESSIONS ADDENDUM BY THE MAYOR AND CITY ATTORNEY ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACSON-MEDGAR WILEY EVERS INERNATIONAL AIRPORT, TO PROVIDE RELIEF FROM RENT AND MINIMUM ANNUAL GUARANTEES OBLIGAGIONS FOR ALL ELIGIBLE AIRPORT CONCESSIONS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT**

**WHEREAS**, the Jackson Municipal Airport Authority (“JMAA”) has applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an addendum to AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM, GRANT NO. 3-28-0037-059-2021 (the “GRANT”), for purposes directly related to the Jackson-Medgar Wiley Evers International Airport (“JAN”), to provide relief from rent and minimum annual guarantees (“MAG”) obligations to JMAA from eligible airport concessions at JAN; and

**WHEREAS**, in response to JMAA’s application for a concessions addendum to the GRANT, the FAA offered JMAA “AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM CONCESSIONS ADDENDUM, NO. 3-28-0037-060-2021 (the “ADDENDUM”) in an amount not-to-exceed One Hundred Seventeen Thousand, Five Hundred Eighty-Three Dollars (\$117,583.00); and

**WHEREAS**, JMAA has resolved to accept the ADDENDUM, and has further authorized JMAA’s Chief Executive Officer and JMAA’s Counsel to execute certain documents and assurances as required by the FAA for release of the ADDENDUM funds; and

**WHEREAS**, the FAA further requires that the City of Jackson, Mississippi (“City”), as Co-sponsor with JMAA of JAN, to execute multiple copies of the ADDENDUM offer and agreement as the City has normally and customarily done as Co-sponsor with JMAA of JAN with respect to other FAA grants to JMAA; and

**WHEREAS**, the City, as the Co-sponsor with JMAA of JAN, is required to execute multiple copies of the ADDENDUM; therefore, the Mayor and the City Attorney of the City of Jackson, Mississippi must be authorized by the Jackson City Council to execute the ADDENDUM in order for JMAA to receive the ADDENDUM funds; and

**WHEREAS**, the FAA circulated the ADDENDUM for execution by the Mayor and City Attorney prior to obtaining the City’s resolution authorizing such action and now requires that such resolution and action be authorized, approved, and ratified.

Agenda Item No. 11  
Agenda Date: May 11, 2021  
(Lumumba)

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the ADDENDUM is hereby, accepted and approved.

**IT IS FURTHER ORDERED** that the execution of the ADDENDUM offer and agreement in connection with AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM CONCESSIONS ADDENDUM NUMBER 3-28-0037-060-2021 by the Mayor and the City Attorney of the City of Jackson, Mississippi, to provide relief from rent and minimum annual guarantees to eligible airport concessions at the Jackson-Medgar Wiley Evers International Airport, is hereby adopted and ratified as of the latter of the dates of execution by the Mayor and the City Attorney.

**IT IS FURTHER ORDERED** that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

(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  
*Monica D. Allen*

## OFFICE OF THE CITY ATTORNEY

---

This ORDER APPROVING THE ACCEPTANCE OF ADDENDUM TO AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM, GRANT NO. 3-28-0037-059-2021; AND ADOPTING AND RATIFYING EXECUTION OF SAID AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM CONCESSIONS ADDENDUM BY THE MAYOR AND CITY ATTORNEY ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACSON-MEDGAR WILEY EVERS INERNATIONAL AIRPORT, TO PROVIDE RELIEF FROM RENT AND MINIMUM ANNUAL GUARANTEES OBLIGAGIONS FOR ALL ELIGIBLE AIRPORT CONCESSIONS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT is legally sufficient for placement in NOVUS Agenda.

*Monica D. Allen*

Monica D. Allen, City Attorney

Date

*5/6/2021*



**ORDER AUTHORIZING PAYMENT TO INTERGRATED PEST CONTROL FOR SERVICES RENDERED IN THE AMOUNT OF \$1,420.00.**

**WHEREAS**, the City of Jackson Police Department occupies several locations throughout the City; and

**WHEREAS**, the City of Jackson Police Department wants to ensure that all of said buildings are free of pests; and

**WHEREAS**, Integrated Pest Control has provided professional services to the City of Jackson Police Department for several years under a now expired service agreement; and

**WHEREAS**, there are currently several outstanding invoices in the aggregate amount of \$1,420.00; and

**WHEREAS**, the aforementioned professional services were provided by Integrated Pest Control in good faith, were necessary and of value to the City of Jackson; and


**WHEREAS**, the aforementioned balance due accurately reflects the actual value of the services received by the City of Jackson Police Department; and

**WHEREAS**, the City of Jackson Police Department has sufficient funds to pay the invoices

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to pay Integrated Pest Control the amount of \$1,380.00.

**APPROVED FOR AGENDA:**

Agenda Item No. 12  
Agenda Date: May 11, 2021  
(Davis.Lumumba)

OFFICE OF THE CITY ATTORNEY  



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  4/15/21

**Date:** April 15, 2021

**Subject:** ORDER AUTHORIZING PAYMENT TO INTEGRATED PEST CONTROL FOR SERVICES RENDERED

---

It is my recommendation that the City of Jackson, Mississippi enter into an Order Authorizing Payment to Integrated Pest Control for services rendered.

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

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

**MARCH 18, 2021**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	TO AUTHORIZE PAYMENT TO INTEGRATED PEST CONTROL FOR SERVICES RENDERED	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	QUALITY OF LIFE	
3.	<b>Who will be affected</b>	CITY OF JACKSON'S CITIZENS, VISITORS, AND EMPLOYEES	
4.	<b>Benefits</b>	TO PREVENT THE PRESENCE OF PESTS IN JPD BUILDINGS	
5.	<b>Schedule (beginning date)</b>	IMMEDIATELY, UPON COUNCIL APPROVAL	
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE  N/A	
7.	<b>Action implemented by:</b> ■ <b>City Department</b>  ■ <b>Consultant</b>	JACKSON POLICE DEPARTMENT  CITY LEGAL	
8.	<b>COST</b>	\$1,580.00 <i>1420.00</i>	
9.	<b>Source of Funding</b> ■ <b>General Fund X</b> ■ <b>Grant</b> ■ <b>Bond</b> ■ <b>Other</b>	General Fund 001.442.40.6419	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____



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 INTEGRATED PEST CONTROL FOR SERVICES RENDERED IN THE AMOUNT OF \$1,420.00** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Monica D. Allen, Interim City Attorney**  
**James Anderson, Special Assistant** 

  
\_\_\_\_\_  
**DATE**



I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812(South), 601-991-9522(North)

INVOICE: 73840    BM  
 DATE: 11/26/20  
 ACCOUNT: 4539  
 ROUTE: 3  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Communications  
 355 Tombigbee St.  
 Jackson, MS  
 Veria Wright 601-960-1245

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			75.00	75.00
			<b>SUBTOTAL</b>	<b>75.00</b>
			PREVIOUS BALANCE	75.00
			<b>TOTAL DUE</b>	<b>150.00</b>

WARRANTY:

TARGET PEST:

- Bedbugs
- Ants
- Fire Ants
- Fleas
- S. Termites
- Cat.
- Wasp
- Silverfish
- Spiders
- Mosquitoes
- Cockroaches
- Mice

PERIMETER:

- Foundation
- Porches/Patios
- Eaves
- Door Frames
- Window Frames
- Garage/Storage
- Yard/Lawn

*[Handwritten Signature]*

11/26/20  
*[Handwritten Signature]*

AMOUNT PAID

Check  
 Cash

I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812 (South), 601-991-9522 (North)

INVOICE: 73841    SM  
 DATE: 11/26/20  
 ACCOUNT: 4540  
 ROUTE: 3  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Impound Lot  
 4225 Michael Avalon  
 Jackson, MS  
 George Jimerson 601-960-1337

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			40.00	40.00
			<b>SUBTOTAL</b>	<b>40.00</b>
			<b>PREVIOUS BALANCE</b>	<b>40.00</b>
			<b>TOTAL DUE</b>	<b>80.00</b>

WARRANTY: 30 Days

**MATERIALS USED:**

<input type="checkbox"/> Temprid	<input type="checkbox"/> Permethrin .5%
<input type="checkbox"/> Resolve Rat Bait	<input type="checkbox"/> Talstar Gr.
<input type="checkbox"/> Exciter	<input type="checkbox"/> Maxforce R
<input type="checkbox"/> Borid	<input type="checkbox"/> Termidor .06%
<input type="checkbox"/> Delta Dust	<input type="checkbox"/> Optigard Ant Gel
<input checked="" type="checkbox"/> Phantom	<input type="checkbox"/> Tri-Die Dust
<input type="checkbox"/> Other:	

**TARGET PEST:**

<input type="checkbox"/> Bedbugs	<input checked="" type="checkbox"/> Wasp
<input checked="" type="checkbox"/> Ants	<input checked="" type="checkbox"/> Silverfish
<input checked="" type="checkbox"/> Fire Ants	<input checked="" type="checkbox"/> Spiders
<input type="checkbox"/> Fleas	<input type="checkbox"/> Mosquitoes
<input type="checkbox"/> S. Termites	<input checked="" type="checkbox"/> Cockroaches
<input checked="" type="checkbox"/> Rats	<input checked="" type="checkbox"/> Mice
<input type="checkbox"/> Other:	

**METHOD OF APPLICATION:**

<input checked="" type="checkbox"/> Crack/Crevise	<input type="checkbox"/> Rod
<input checked="" type="checkbox"/> Space Treatment	
<input checked="" type="checkbox"/> Bait Placement	
<input checked="" type="checkbox"/> Drench	
<input checked="" type="checkbox"/> Void Application	
<input checked="" type="checkbox"/> Perimeter	
<input checked="" type="checkbox"/> Spot	

**AREAS OF TREATMENT**

**INSIDE:**

<input checked="" type="checkbox"/> Carpets
<input checked="" type="checkbox"/> Wall voids
<input checked="" type="checkbox"/> Kitchen/Dining
<input checked="" type="checkbox"/> Living Area
<input checked="" type="checkbox"/> Bath
<input type="checkbox"/> Crawl Space
<input type="checkbox"/> Attic

**PERIMETER:**

<input type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Porches/Patios
<input type="checkbox"/> Eaves
<input checked="" type="checkbox"/> Door Frames
<input checked="" type="checkbox"/> Window Frames
<input checked="" type="checkbox"/> Garage/Storage
<input type="checkbox"/> Yard/Lawn

*Kenneth Baker*  
 SERVICEMAN SIGNATURE

11/10/20  
 DATE

*[Signature]*  
 CUSTOMER SIGNATURE

\$ \_\_\_\_\_  
 AMOUNT PAID

Thank You For Your Business  
 Have a Nice Day!

Check# \_\_\_\_\_  
 Cash ( ) \_\_\_\_\_

I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812(South), 601-991-9522(North)

INVOICE: 73842    HM  
 DATE: 11/26/20  
 ACCOUNT: 4541  
 ROUTE: 3  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Pistol Range  
 1000 East McDowell Rd.  
 Jackson, MS  
 Commander Herman 601-960-1378

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			40.00	40.00
			<b>SUBTOTAL</b>	40.00
			<b>PREVIOUS BALANCE</b>	40.00
			<b>TOTAL DUE</b>	<b>80.00</b>

WARRANTY: 30 Days

MATERIALS USED:	TARGET PEST:
<input checked="" type="checkbox"/> Temprid	<input checked="" type="checkbox"/> Bedbugs
<input checked="" type="checkbox"/> Resolve Rat Bait	<input checked="" type="checkbox"/> Ants
<input checked="" type="checkbox"/> Exciter	<input checked="" type="checkbox"/> Fire Ants
<input checked="" type="checkbox"/> Borid	<input checked="" type="checkbox"/> Fleas
<input checked="" type="checkbox"/> Delta Dust	<input checked="" type="checkbox"/> S. Termites
<input checked="" type="checkbox"/> Phantom	<input checked="" type="checkbox"/> Rats
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

METHOD OF APPLICATION:	AREAS OF TREATMENT
<input checked="" type="checkbox"/> Crack/Crevice	<input checked="" type="checkbox"/> INSIDE:
<input checked="" type="checkbox"/> Space Treatment	<input checked="" type="checkbox"/> Carpets
<input checked="" type="checkbox"/> Bait Placement	<input checked="" type="checkbox"/> Wall voids
<input checked="" type="checkbox"/> Branch	<input checked="" type="checkbox"/> Kitchen/Dining
<input checked="" type="checkbox"/> Void Application	<input checked="" type="checkbox"/> Living Area
<input checked="" type="checkbox"/> Perimeter	<input checked="" type="checkbox"/> Bath
<input type="checkbox"/> Spot	<input checked="" type="checkbox"/> Crawl Space
<input type="checkbox"/> Rod	<input checked="" type="checkbox"/> Attic
	<input checked="" type="checkbox"/> PERIMETER:
	<input checked="" type="checkbox"/> Foundation
	<input checked="" type="checkbox"/> Porches/Patios
	<input checked="" type="checkbox"/> Eaves
	<input checked="" type="checkbox"/> Door Frames
	<input checked="" type="checkbox"/> Window Frames
	<input checked="" type="checkbox"/> Garage/Storage
	<input checked="" type="checkbox"/> Yard/Lawn

SERVICEMAN SIGNATURE \_\_\_\_\_ DATE 11/24/20 CUSTOMER SIGNATURE \_\_\_\_\_ \$ \_\_\_\_\_ AMOUNT PAID

Thank You For Your Business  
 Have a Nice Day!

Check# \_\_\_\_\_  
 Cash ( ) \_\_\_\_\_

I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812(South), 601-991-9522(North)

INVOICE: 73843    BM  
 DATE: 11/26/20  
 ACCOUNT: 4542  
 ROUTE: 3  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Precinct 1  
 810 Cooper Rd.  
 Jackson, MS  
 Commander Thaddeus 601-960-0001

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			40.00	40.00
			SUBTOTAL	40.00
			PREVIOUS BALANCE	40.00
			TOTAL DUE	80.00

WARRANTY: 30 Days

MATERIALS USED:	TARGET PEST:
<input checked="" type="checkbox"/> Temprid	<input checked="" type="checkbox"/> Bedbugs
<input checked="" type="checkbox"/> Resolve Rat Bait	<input checked="" type="checkbox"/> Ants
<input checked="" type="checkbox"/> Exciter	<input checked="" type="checkbox"/> Fire Ants
<input checked="" type="checkbox"/> Borid	<input checked="" type="checkbox"/> Fleas
<input checked="" type="checkbox"/> Delta Dust	<input checked="" type="checkbox"/> S/ Termites
<input checked="" type="checkbox"/> Phantom	<input checked="" type="checkbox"/> Rats
<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Wasp
<input checked="" type="checkbox"/> Permethrin .5%	<input checked="" type="checkbox"/> Silverfish
<input checked="" type="checkbox"/> Talstar Gr.	<input checked="" type="checkbox"/> spiders
<input checked="" type="checkbox"/> Maxforce R	<input checked="" type="checkbox"/> Mosquitoes
<input checked="" type="checkbox"/> Termidor .06%	<input checked="" type="checkbox"/> Cockroaches
<input checked="" type="checkbox"/> Optigard Ant Gel	<input checked="" type="checkbox"/> Mice
<input checked="" type="checkbox"/> Tri-Die Dust	<input type="checkbox"/> Other: _____

METHOD OF APPLICATION:	AREAS OF TREATMENT
<input checked="" type="checkbox"/> Crack/Crevice	<input checked="" type="checkbox"/> INSIDE:
<input checked="" type="checkbox"/> Space Treatment	<input checked="" type="checkbox"/> Carpets
<input checked="" type="checkbox"/> Bait Placement	<input checked="" type="checkbox"/> Wall voids
<input checked="" type="checkbox"/> Drench	<input checked="" type="checkbox"/> Kitchen/Dining
<input checked="" type="checkbox"/> Void Application	<input checked="" type="checkbox"/> Living Area
<input checked="" type="checkbox"/> Perimeter	<input checked="" type="checkbox"/> Bath
<input checked="" type="checkbox"/> Spot <input type="checkbox"/> Rod	<input checked="" type="checkbox"/> Crawl Space
	<input checked="" type="checkbox"/> Attic
	<input checked="" type="checkbox"/> PERIMETER:
	<input checked="" type="checkbox"/> Foundation
	<input checked="" type="checkbox"/> Porches/Patios
	<input checked="" type="checkbox"/> Eaves
	<input checked="" type="checkbox"/> Door Frames
	<input checked="" type="checkbox"/> Window Frames
	<input checked="" type="checkbox"/> Garage/Storage
	<input checked="" type="checkbox"/> Yard/Lawn

SERVICEMAN SIGNATURE \_\_\_\_\_ DATE 11/24/20 CUSTOMER SIGNATURE Beth Hall \$ \_\_\_\_\_ AMOUNT PAID

Thank You For Your Business  
 Have a Nice Day!

Check# \_\_\_\_\_  
 Cash ( ) \_\_\_\_\_

I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812(South), 601-991-9522(North)

INVOICE: 73844 EM  
 DATE: 11/26/20  
 ACCOUNT: 4543  
 ROUTE: 3  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Precinct 2  
 3645 Highway 80  
 Jackson, MS  
 Commander Jarrott 601-960-0002

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			40.00	40.00
			<b>SUBTOTAL</b>	<b>40.00</b>
			PREVIOUS BALANCE	0.00
			<b>TOTAL DUE</b>	<b>40.00</b>

WARRANTY: 30 Days

MATERIALS USED:	TARGET PEST:
<input checked="" type="checkbox"/> Temprid	<input checked="" type="checkbox"/> Bedbugs
<input checked="" type="checkbox"/> Resolve Rat Bait	<input checked="" type="checkbox"/> Ants
<input checked="" type="checkbox"/> Exciter	<input checked="" type="checkbox"/> Fire Ants
<input checked="" type="checkbox"/> Borid	<input checked="" type="checkbox"/> Fleas
<input checked="" type="checkbox"/> Delta Dust	<input checked="" type="checkbox"/> S. Termites
<input checked="" type="checkbox"/> Phantom	<input checked="" type="checkbox"/> Rats
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Mice
<input type="checkbox"/> Permethrin .5%	<input type="checkbox"/> Wasp
<input type="checkbox"/> Talstar Gr.	<input type="checkbox"/> Silverfish
<input type="checkbox"/> Maxforce R	<input type="checkbox"/> Spiders
<input type="checkbox"/> Termidor .06%	<input type="checkbox"/> Mosquitoes
<input type="checkbox"/> Optigard Ant Gel	<input type="checkbox"/> Cockroaches
<input type="checkbox"/> Tri-Die Dust	<input type="checkbox"/> Other:

METHOD OF APPLICATION:	AREAS OF TREATMENT	PERIMETER:
<input checked="" type="checkbox"/> Crack/Crevice	<input checked="" type="checkbox"/> INSIDE:	<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Space Treatment	<input checked="" type="checkbox"/> Carpets	<input checked="" type="checkbox"/> Porches/Patios
<input checked="" type="checkbox"/> Bait Placement	<input checked="" type="checkbox"/> wall/voids	<input checked="" type="checkbox"/> Eaves
<input checked="" type="checkbox"/> Drench	<input checked="" type="checkbox"/> Kitchen/Dining	<input checked="" type="checkbox"/> Door Frames
<input checked="" type="checkbox"/> Void Application	<input checked="" type="checkbox"/> Living Area	<input checked="" type="checkbox"/> Window Frames
<input checked="" type="checkbox"/> Perimeter	<input checked="" type="checkbox"/> Bath	<input checked="" type="checkbox"/> Garage/Storage
<input checked="" type="checkbox"/> Spot	<input checked="" type="checkbox"/> Crawl Space	<input checked="" type="checkbox"/> Yard/Lawn
<input type="checkbox"/> Rod	<input checked="" type="checkbox"/> Attic	

SERVICEMAN SIGNATURE \_\_\_\_\_ DATE 11/17/20 CUSTOMER SIGNATURE \_\_\_\_\_ \$ AMOUNT PAID \_\_\_\_\_

Thank You For Your Business  
 Have a Nice Day!

Check# \_\_\_\_\_  
 Cash ( ) \_\_\_\_\_

I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812 (South), 601-991-9522 (North)

INVOICE: 13245 BM  
 DATE: 11/26/20  
 ACCOUNT: 4544  
 ROUTE: 1  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

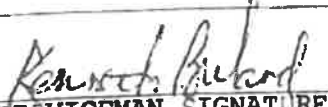

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Precinct 3  
 3925 West Northside Dr.  
 Jackson, MS  
 Commander Marco 601-960-0003

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			60.00	60.00
			SUBTOTAL	60.00
			PREVIOUS BALANCE	0.00
			TOTAL DUE	60.00

WARRANTY: 30 Days

MATERIALS USED:	TARGET PEST:
<input checked="" type="checkbox"/> Temprid	<input type="checkbox"/> Bedbugs
<input checked="" type="checkbox"/> Resolve Rat Bait	<input checked="" type="checkbox"/> Ants
<input type="checkbox"/> Exciter	<input checked="" type="checkbox"/> Fire Ants
<input type="checkbox"/> Borid	<input type="checkbox"/> Fleas
<input type="checkbox"/> Delta Dust	<input type="checkbox"/> S. Termites
<input checked="" type="checkbox"/> Phantom	<input checked="" type="checkbox"/> Rats
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:
<input type="checkbox"/> Permethrin .5%	<input checked="" type="checkbox"/> Wasp
<input type="checkbox"/> Talstar Gr.	<input checked="" type="checkbox"/> Silverfish
<input type="checkbox"/> Maxforce R	<input checked="" type="checkbox"/> Spiders
<input type="checkbox"/> Termidor .06%	<input type="checkbox"/> Mosquitoes
<input type="checkbox"/> Optigard Ant Gel	<input checked="" type="checkbox"/> Cockroaches
<input type="checkbox"/> Tri-Die Dust	<input checked="" type="checkbox"/> Mice

METHOD OF APPLICATION:	AREAS OF TREATMENT	PERIMETER:
<input checked="" type="checkbox"/> Crack/Crevice	<input checked="" type="checkbox"/> INSIDE:	<input type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Space Treatment	<input checked="" type="checkbox"/> Carpets	<input checked="" type="checkbox"/> Porches/Patios
<input checked="" type="checkbox"/> Bait Placement	<input checked="" type="checkbox"/> Wall voids	<input type="checkbox"/> Eaves
<input checked="" type="checkbox"/> Drench	<input checked="" type="checkbox"/> Kitchen/Dining	<input checked="" type="checkbox"/> Door Frames
<input checked="" type="checkbox"/> Void Application	<input checked="" type="checkbox"/> Living Area	<input checked="" type="checkbox"/> Window Frames
<input checked="" type="checkbox"/> Perimeter	<input checked="" type="checkbox"/> Bath	<input checked="" type="checkbox"/> Garage/Storage
<input checked="" type="checkbox"/> Spot	<input type="checkbox"/> Crawl Space	<input type="checkbox"/> Yard/Lawn
<input type="checkbox"/> Rod	<input type="checkbox"/> Attic	

SERVICEMAN SIGNATURE      DATE: 11/10/20      CUSTOMER SIGNATURE      \$ AMOUNT PAID

Thank You For Your Business  
 Have a Nice Day!

Check# \_\_\_\_\_  
 Cash ( ) \_\_\_\_\_

I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812(South), 601-991-9522(North)

INVOICE: 73846 BM  
 DATE: 11/26/20  
 ACCOUNT: 4545  
 ROUTE: 3  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Precinct 4  
 4436 North State St., Suite B  
 Jackson, MS  
 Commander James 601-960-0004

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			40.00	40.00
			SUBTOTAL	40.00
			PREVIOUS BALANCE	0.00
			TOTAL DUE	40.00

WARRANTY: 30 Days

MATERIALS USED:

<input checked="" type="checkbox"/> Temprid	<input type="checkbox"/> Permethrin .5%
<input type="checkbox"/> Resolve Rat Bait	<input type="checkbox"/> Talstar Gr.
<input type="checkbox"/> Exciter	<input type="checkbox"/> Maxforce R
<input type="checkbox"/> Borid	<input type="checkbox"/> Termidor .06%
<input type="checkbox"/> Delta Dust	<input type="checkbox"/> Optigard Ant Gel
<input checked="" type="checkbox"/> Phantom	<input type="checkbox"/> Tri-Die Dust
<input type="checkbox"/> Other:	

TARGET PEST:

<input type="checkbox"/> Bedbugs	<input checked="" type="checkbox"/> Wasp
<input checked="" type="checkbox"/> Ants	<input checked="" type="checkbox"/> Silverfish
<input checked="" type="checkbox"/> Fire Ants	<input checked="" type="checkbox"/> Spiders
<input type="checkbox"/> Fleas	<input checked="" type="checkbox"/> Mosquitoes
<input type="checkbox"/> S. Termites	<input checked="" type="checkbox"/> Cockroaches
<input checked="" type="checkbox"/> Rats	<input checked="" type="checkbox"/> Mice
<input type="checkbox"/> Other:	

METHOD OF APPLICATION:

<input checked="" type="checkbox"/> Crack/Crevice	<input type="checkbox"/> Rod
<input checked="" type="checkbox"/> Space Treatment	
<input checked="" type="checkbox"/> Bait Placement	
<input checked="" type="checkbox"/> Drench	
<input checked="" type="checkbox"/> Void Application	
<input checked="" type="checkbox"/> Perimeter	
<input checked="" type="checkbox"/> Spot	

AREAS OF TREATMENT

<b>INSIDE:</b>	<b>PERIMETER:</b>
<input checked="" type="checkbox"/> Carpets	<input type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Wall voids	<input checked="" type="checkbox"/> Porches/Patios
<input checked="" type="checkbox"/> Kitchen/Dining	<input type="checkbox"/> Eaves
<input checked="" type="checkbox"/> Living Area	<input checked="" type="checkbox"/> Door Frames
<input checked="" type="checkbox"/> Bath	<input checked="" type="checkbox"/> Window Frames
<input type="checkbox"/> Crawl Space	<input checked="" type="checkbox"/> Garage/Storage
<input type="checkbox"/> Attic	<input checked="" type="checkbox"/> Yard/Lawn

  
 SERVICEMAN SIGNATURE

11, 16, 20  
 DATE

  
 CUSTOMER SIGNATURE

\$ \_\_\_\_\_  
 AMOUNT PAID

Thank You For Your Business  
 Have a Nice Day!

Check# \_\_\_\_\_  
 Cash ( ) \_\_\_\_\_

# I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812(South), 601-991-9522(North)

INVOICE: 73847 FM  
 DATE: 11/26/20  
 ACCOUNT: 4546  
 ROUTE: 3  
 LAST: 9/24/20

**BILL TO**  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

**SERVICE TO**  
 City of Jackson  
 Police Dept./ JPD Animal Control  
 149 Outer Circle  
 Jackson, MS  
 Paul Perry 601-960-1771

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			75.00	75.00
			SUBTOTAL	75.00
WARRANTY: 30 Days			PREVIOUS BALANCE	0.00
			TOTAL DUE	75.00

MATERIALS USED:		TARGET PEST:	
<input checked="" type="checkbox"/> Temprid	<input type="checkbox"/> Permethrin .5%	<input type="checkbox"/> Bedbugs	<input checked="" type="checkbox"/> Wasp
<input checked="" type="checkbox"/> Resolve Rat Bait	<input type="checkbox"/> Talstar Gr.	<input checked="" type="checkbox"/> Ants	<input checked="" type="checkbox"/> Silverfish
<input type="checkbox"/> Exciter	<input type="checkbox"/> Maxforce R	<input checked="" type="checkbox"/> Fire Ants	<input checked="" type="checkbox"/> Spiders
<input type="checkbox"/> Borid	<input type="checkbox"/> Termidor .06%	<input type="checkbox"/> Fleas	<input type="checkbox"/> Mosquitoes
<input type="checkbox"/> Delta Dust	<input type="checkbox"/> Optigard Ant Gel	<input type="checkbox"/> S. Termites	<input checked="" type="checkbox"/> Cockroaches
<input checked="" type="checkbox"/> Phantom	<input type="checkbox"/> Tri-Die Dust	<input checked="" type="checkbox"/> Rats	<input checked="" type="checkbox"/> Mice
<input type="checkbox"/> Other:		<input type="checkbox"/> Other:	

METHOD OF APPLICATION:	AREAS OF TREATMENT	
<input checked="" type="checkbox"/> Crack/Crevice	<input type="checkbox"/> INSIDE:	
<input checked="" type="checkbox"/> Space Treatment	<input checked="" type="checkbox"/> Carpets	<input type="checkbox"/> PERIMETER:
<input checked="" type="checkbox"/> Bait Placement	<input checked="" type="checkbox"/> Wall voids	<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Drench	<input checked="" type="checkbox"/> Kitchen/Dining	<input checked="" type="checkbox"/> Porches/Patios
<input checked="" type="checkbox"/> Void Application	<input checked="" type="checkbox"/> Living Area	<input type="checkbox"/> Eaves
<input checked="" type="checkbox"/> Perimeter	<input checked="" type="checkbox"/> Bath	<input checked="" type="checkbox"/> Door Frames
<input checked="" type="checkbox"/> Spot <input type="checkbox"/> Rod	<input type="checkbox"/> Crawl Space	<input checked="" type="checkbox"/> Window Frames
	<input type="checkbox"/> Attic	<input checked="" type="checkbox"/> Garage/Storage
		<input type="checkbox"/> Yard/Lawn

*Kenneth Belmont*  
SERVICEMAN SIGNATURE
11, 10, 20  
DATE
*Monty A...*  
CUSTOMER SIGNATURE
\$ \_\_\_\_\_  
AMOUNT PAID

Thank You For Your Business  
Have a Nice Day!

Check# \_\_\_\_\_  
Cash ( ) \_\_\_\_\_



I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812(South), 601-991-9522(North)

INVOICE: 13849 EM  
 DATE: 11/26/20  
 ACCOUNT: 4548  
 ROUTE: 3  
 LAST: 9/24/20

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Training Academy  
 300 St. Charles St.  
 Jackson, MS  
 601-960-1378

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			125.00	125.00
			<b>SUBTOTAL</b>	<b>125.00</b>
			<b>PREVIOUS BALANCE</b>	<b>0.00</b>
			<b>TOTAL DUE</b>	<b>125.00</b>

WARRANTY: 30 Days

MATERIALS USED:	TARGET PEST:
<input type="checkbox"/> Temprid	<input type="checkbox"/> Bedbugs
<input type="checkbox"/> Resolve Rat Bait	<input checked="" type="checkbox"/> Ants
<input type="checkbox"/> Exciter	<input checked="" type="checkbox"/> Fire Ants
<input type="checkbox"/> Borid	<input type="checkbox"/> Fleas
<input type="checkbox"/> Delta Dust	<input type="checkbox"/> S. Termites
<input checked="" type="checkbox"/> Phantom	<input checked="" type="checkbox"/> Rats
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

METHOD OF APPLICATION:	AREAS OF TREATMENT
<input checked="" type="checkbox"/> Crack/Crevise	<input type="checkbox"/> INSIDE:
<input checked="" type="checkbox"/> Space Treatment	<input checked="" type="checkbox"/> Carpets
<input checked="" type="checkbox"/> Bait Placement	<input checked="" type="checkbox"/> Wall voids
<input checked="" type="checkbox"/> Drench	<input checked="" type="checkbox"/> Kitchen/Dining
<input checked="" type="checkbox"/> Void Application	<input checked="" type="checkbox"/> Living Area
<input checked="" type="checkbox"/> Perimeter	<input checked="" type="checkbox"/> Bath
<input checked="" type="checkbox"/> Spot	<input type="checkbox"/> Crawl Space
<input type="checkbox"/> Rod	<input type="checkbox"/> Attic
	<input type="checkbox"/> PERIMETER:
	<input type="checkbox"/> Foundation
	<input checked="" type="checkbox"/> Porches/Patios
	<input type="checkbox"/> Eaves
	<input checked="" type="checkbox"/> Door Frames
	<input checked="" type="checkbox"/> Window Frames
	<input checked="" type="checkbox"/> Garage/Storage
	<input type="checkbox"/> Yard/Lawn


11/10/20

\$  
 SERVICEMAN SIGNATURE      DATE      CUSTOMER SIGNATURE      AMOUNT PAID

Thank You For Your Business  
 Have a Nice Day!

Check# \_\_\_\_\_  
 Cash ( ) \_\_\_\_\_

I N V O I C E

INTEGRATED PEST CONTROL MAINTENANCE  
 P. O. Box 957  
 Jackson, MS 39205-0957  
 601-372-1812 (South), 601-991-9522 (North)

INVOICE: 73380      BM  
 DATE: 09/24/20  
 ACCOUNT: 4051  
 ROUTE: 3  
 LAST: 7/23/20  
 P.O.NO: LE5440

BILL TO  
 City of Jackson/JPD  
 P.O. Box 17  
 Jackson, MS 39205-0017

SERVICE TO  
 City of Jackson  
 Police Dept./ JPD Headquarters  
 327 Pascagoula St.  
 Jackson, MS  
 Deputy Chief Brady 601-960-1461

DESCRIPTION	TERMS: DUE ON RECEIPT	QTY	PRICE	AMOUNT
General Pest Control Service			325.00	325.00
			SUBTOTAL	325.00
			PREVIOUS BALANCE	325.00
			TOTAL DUE	650.00

WARRANTY: 30 Days



MATERIALS USED:		TARGET PEST:	
<input checked="" type="checkbox"/> Temprid	<input type="checkbox"/> Permethrin .5%	<input type="checkbox"/> Bedbugs	<input checked="" type="checkbox"/> Wasp
<input type="checkbox"/> Resolve Rat Bait	<input type="checkbox"/> Talstar Gr.	<input checked="" type="checkbox"/> Ants	<input checked="" type="checkbox"/> Silverfish
<input type="checkbox"/> Exciter	<input type="checkbox"/> Maxforce R	<input checked="" type="checkbox"/> Fire Ants	<input checked="" type="checkbox"/> Spiders
<input type="checkbox"/> Borid	<input type="checkbox"/> Termidor .06%	<input checked="" type="checkbox"/> Fleas	<input type="checkbox"/> Mosquitoes
<input type="checkbox"/> Delta Dust	<input type="checkbox"/> Optigard Ant Gel	<input type="checkbox"/> S. Termites	<input checked="" type="checkbox"/> Cockroaches
<input checked="" type="checkbox"/> Phantom	<input type="checkbox"/> Tri-Die Dust	<input checked="" type="checkbox"/> Rats	<input checked="" type="checkbox"/> Mice
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Other: _____	

METHOD OF APPLICATION:	AREAS OF TREATMENT	PERIMETER:
<input checked="" type="checkbox"/> Crack/Crevice	<input type="checkbox"/> INSIDE:	<input type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Space Treatment	<input checked="" type="checkbox"/> Carpets	<input checked="" type="checkbox"/> Porches/Patios
<input checked="" type="checkbox"/> Bait Placement	<input checked="" type="checkbox"/> Wall voids	<input type="checkbox"/> Eaves
<input checked="" type="checkbox"/> Drench	<input checked="" type="checkbox"/> Kitchen/Dining	<input checked="" type="checkbox"/> Door Frames
<input checked="" type="checkbox"/> Void Application	<input checked="" type="checkbox"/> Living Area	<input checked="" type="checkbox"/> Window Frames
<input checked="" type="checkbox"/> Perimeter	<input checked="" type="checkbox"/> Bath	<input checked="" type="checkbox"/> Garage/Storage
<input checked="" type="checkbox"/> Spot <input type="checkbox"/> Rod	<input type="checkbox"/> Crawl Space	<input type="checkbox"/> Yard/Lawn
	<input type="checkbox"/> Attic	

*Kenneth Richard*  
SERVICEMAN SIGNATURE
9/22/20  
DATE
*[Signature]*  
CUSTOMER SIGNATURE
1868 \$  
AMOUNT PAID

Thank You For Your Business  
Have a Nice Day!

Check# \_\_\_\_\_  
Cash ( ) \_\_\_\_\_

OFFICE OF THE CITY ATTORNEY  
[Signature]

**ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION FOR THE JACKSON POLICE DEPARTMENT'S PARTICIPATION IN THE JACKSON HIDTA TASK FORCE FOR THE TERM OF JANUARY 01,2021 THROUGH DECEMBER 31, 2021**

**WHEREAS**, the City of Jackson has previously entered into an agreement with the United States Department of Justice, Drug Enforcement Administration (Hereinafter "DEA") for the City of Jackson Police Department to participate in the Jackson HIDTA Taskforce; and

**WHEREAS**.; the DEA and the City of Jackson Police Department are desirous of entering into an agreement of participation in the Jackson HIDTA Task Force; and

**WHEREAS**, there is evidence that trafficking in narcotics and dangerous drugs exists in the Jackson, Mississippi area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Mississippi; and

**WHEREAS**, one of the primary missions of the task force is to disrupt the illicit drug trafficking activity in the Jackson area by immobilizing targeted violators and trafficking organizations; and

**WHEREAS**, to assist in this joint effort the Jackson Police Department will provide one (1) experienced officer to the Task Force for a period of one year; and

**WHEREAS**, it is the intent of the joint effort to enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecution avenues by which to convict and incarcerate these offenders.

**IT IS HEREBY ORDERED**, that the herein-described agreement between the City of Jackson Police Department and DEA for the term of January 01, 2021 through December 31, 2021, is hereby authorized.

**IT IS FURTHER ORDERED**, that the Mayor of the City of Jackson and/or their designees be authorized to execute an agreement with the DEA for participation in Jackson HIDTA Task Force

**APPROVED FOR AGENDA:**

Agenda Item No. 13  
Agenda Date: May 11, 2021  
(Davis Lumumba)

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

**April 29, 2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	To disrupt the illicit drug traffic in the City of Jackson by immobilizing targeted violators and trafficking organizations.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention																																													
3.	<b>Who will be affected</b>	City of Jackson																																													
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson by the apprehension of suspects involved in illicit drug activity. Also to provide additional resources such as equipment, manpower, etc.																																													
5.	<b>Schedule (beginning date)</b>	Effective upon signatures by the Authorized Personnel																																													
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b> ■ ■ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b>  ■ <b>Consultant</b>	Jackson Police Department																																													
8.	<b>COST</b>	NONE TO CITY OF JACKSON																																													
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> ■ <b>Bond</b> ■ <b>Other x</b>	Overtime for the Officer is funded by DEA/HIDTA																																													
10.	<b>EBO Participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

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

A handwritten signature in blue ink, appearing to be "J. Davis".

**Date:** April 29, 2021

**Subject:** **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION FOR THE JACKSON POLICE DEPARTMENT'S PARTICIPATION IN THE JACKSON HIDTA TASK FORCE FOR THE TERM OF JANUARY 01, 2021 THROUGH DECEMBER 31, 2021**

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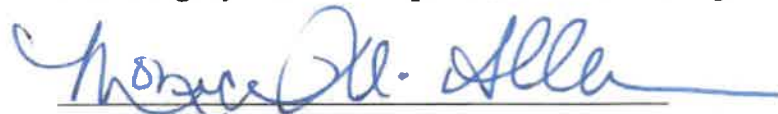

It is my recommendation that the City of Jackson, Mississippi enter into an Order Authorizing the City of Jackson to enter into an Agreement with the Drug Enforcement Administration for the Jackson Police Department's Participation in the Jackson HIDTA Task Force for the term of January 01, 2021 through December 31, 2021.


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 THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION FOR THE JACKSON POLICE DEPARTMENT'S PARTICIPATION IN THE JACKSON HIDTA TASK FORCE FOR THE TERM OF JANUARY 01, 2021 THROUGH DECEMBER 31, 2021** is legally sufficient for placement in NOVUS Agenda.

  
Monica Allen, Interim City Attorney  
James Anderson, Special Assistant 

  
Date

OFFICE OF THE CITY ATTORNEY  


EMAIL DE HEARN,  
S. B. WILSON, A. THOMPSON  
4-28-21

Jackson Police Department



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

# MEMORANDUM INTERDEPARTMENTAL

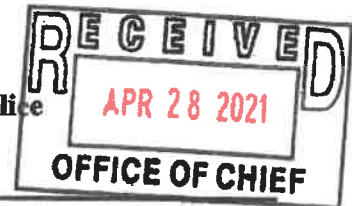
To: James Davis, Chief of Police *[Signature]*

Via: Joseph Wade, Assistant Chief of Police *[Signature]* 4.28.21

From: Deric Hearn, Deputy Chief of Major Investigation *[Signature]* 4/28/2021

Date: Wednesday, April 28, 2021

Re: Memorandum of Understanding (MOU)  
Between HIDTA Task Force (DEA) and the Jackson Police  
Department.



The following memo is in reference to the already Memorandum of Understanding (MOU) between Mississippi Gulf Coast High Intensity Drug Trafficking (HIDTA) and the Jackson Police Department. Attached are the Fiscal Year (FY) 2021 HIDTA Sub grantee Cooperative Agreement 2021 grant awards that are covered in Appendix C which includes the Grant Conditions section and Certification Regarding Lobbying that will begin January 01, 2021 and expire December 31, 2021.

Attached also is the (MOU) Memorandum of Agreement that the Jackson HIDTA Task Force will perform the activities and duties by disrupting the illicit drug traffic in the Jackson area by immobilizing targeted violators and trafficking organizations. The (TFO) Task Force Officer(s) will gather and report intelligence data relating to trafficking in narcotics and dangerous drugs and conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.

Based on the information provided, it is my recommendation that the Jackson Police Department go into agreement with the Mississippi Bureau of Narcotics and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA).



**STATE OF MISSISSIPPI**

**DEPARTMENT OF PUBLIC SAFETY  
MISSISSIPPI BUREAU OF NARCOTICS**

Tate Reeves  
GOVERNOR

March 2, 2021

Chief James Davis  
Jackson PD  
327 East Pascagoula St  
Jackson, MS 39205

Dear Sir:

Congratulations! Enclosed is your FY 2021 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

*Please note changes under the 2021 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head and Certification Regarding Lobbying. Please fill out and sign all of these certifications and return with your MOA.*

Also enclosed are blank copies of the Detailed Expenditure. In addition, enclosed is an Overtime Reimbursement Certification and Vehicle Reimbursement form (Appendix B) to be used when claiming overtime reimbursements.

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Shauna Powell".

Shauna Powell  
Mississippi Bureau of Narcotics

601.371.3625- Work  
601.352.4729- Fax  
[spowell@mbn.ms.gov](mailto:spowell@mbn.ms.gov)

Enclosures



**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**MISSISSIPPI BUREAU OF NARCOTICS**  
**AND THE**  
**MISSISSIPPI GULF COAST HIGH INTENSITY**  
**DRUG TRAFFICKING AREA**  
**AND THE**  
**JACKSON POLICE DEPARTMENT**

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **JACKSON POLICE DEPARTMENT** (LEO) shall begin on 01/01/2021 and shall not extend beyond 12/31/21 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$ 17,456.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast

HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10<sup>th</sup> of the following month:

**Shauna Powell, Chief Financial Officer  
Mississippi Bureau of Narcotics  
P.O. Box 720519  
Byram, Mississippi 39272-0519**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15<sup>th</sup> day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.


6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.


8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

  
\_\_\_\_\_  
Steve Maxwell  
Acting Director, Mississippi Bureau of Narcotics

  
\_\_\_\_\_  
MBN Legal Counsel, Anthony Schmidt  
Reviewed as to legal form

  
\_\_\_\_\_  
Tony Sauro  
State Director, Mississippi Gulf Coast HIDTA

\_\_\_\_\_  
Law Enforcement Agency Head

# Budget Detail

## 2021 - Gulf Coast

Initiative - Metro Jackson Major Investigations Team

Investigation

Award Recipient - Mississippi Bureau of Narcotics (G21GCC003A)

Resource Recipient - Jackson Police Department

**Current Budget (net of reprogrammed funds) \$17,456.00**

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	11,156.00	1 TFO @ \$19,180 (FT JPD TFO) (Less excess PY funds of \$8,024)
<b>Total Overtime</b>	<b>1</b>	<b>\$11,156.00</b>	
Services	Quantity	Amount	Comments
Vehicle allowance	1	6,300.00	1 @ \$8,400/yr (1 TFO assigned) (Less excess PY funds of \$2,100)
<b>Total Services</b>	<b>1</b>	<b>\$6,300.00</b>	
<b>Total</b>		<b>\$17,456.00</b>	

**APPENDIX A of MOA**

**Jackson PD**

**2021 Expenditure Plan \***

Jackson Police Depart Overtime	19,180.00
Jackson Police Depart Services	8,400.00
	27,580.00

---

\* Expenditure Plan is for the calendar year 2021, and may be comprised of unexpended balances from previous years Awards

## DETAILED EXPENDITURE WORKSHEET



Award #: \_\_\_\_\_  
 Period: \_\_\_\_\_  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Initiative: \_\_\_\_\_

Code	Description	Amount This Period
<b>PERSONNEL</b>	Regular salary, including vacation and holiday, paid to agency employees	_____
<b>FRINGE</b>	FICA, Retirement, Health, Life, Dental, Other Fringe Benefits paid in accordance with agency policies	_____
<b>OVERTIME</b>	Overtime paid to agency employees	_____
<b>TRAVEL</b>	Operational (Witness interview & Managerial meetings), Seminars, Conferences/Training/Local travel costs, including transportation, lodging, meals, and incidentals	_____
<b>FACILITIES</b>	.Lease of office space, warehouse, and other facilities .Facilities-related services, including Utilities (electricity, water, sewer, garbage), Janitorial & Alarm, and Improvements/Upgrades/Maintenance (e.g., repairs, fumigation)	_____
<b>SERVICES</b>	.All lease/rental of equipment (all phones (local/long distance charges), pagers, radios, copiers, vehicles, computers, data lines, audio/visual) .Contractual services (Workforce under contract for specific project, Consultants (computer, investigative, litigation), Photo processing) .Insurance (planes, vehicles, professional) .Repairs/Maintenance (all except facilities) - service agreements .Training/Tuition (fees, course-related books & supplies) .Training/Tuition (fees, course-related books & supplies)	_____
<b>EQUIPMENT</b>	Purchase of Equipment [Communications (audio, phones, pagers, radios); Office (furniture, computer work stations, computers & accessories, copiers, fax machines, & others); Surveillance (electronics, specialized audio/phone, equip., lens, scopes, night vision, pen register, automatic dialed number recorder); Photo (cameras, lenses, and related equipment); Transportation (vehicles, vans, planes, boats, motorcycles, accessories); Video (video & infrared/night vision cameras and lenses, microwave, monitor, VCR, transmitter, others)]	_____
<b>SUPPLIES</b>	Books, directories, subscription to journals, etc.; Computer software/updates, and supplies (paper, toner, etc.); Vehicle fuel, lubricants, repair parts; Uniforms, safety glasses, riot equip.; Films, office and analytical supplies)	_____
<b>OTHER COSTS</b>	Purchase of Information/Evidence; Items not covered elsewhere	_____

\$ \_\_\_\_\_

# Appendix B



**Gulf Coast**  
**High Intensity Drug Trafficking Area**  
 3636 North Causeway Boulevard · Suite 1900 · Metairie, Louisiana 70002 · Phone (571) 362-4651 · Fax (571) 362-4915  
**Request for Reimbursement of HIDTA Overtime Expenses**

Agency  
Address:

HIDTA Initiative  
Period From:  
To:

Contact Person:

Phone:

Employee Name	A	B	C	D	E
	OT Hrs. this period	In the officer eligible for agency overtime? Yes/No		Case Number or DHE Operation Number	
<b>TOTALS</b>	0.00				\$0.00

## Appendix B

I certify to the best of my knowledge that the above is correct: all outlays were for the purpose set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions

Signature of Authorizing Representative of Requesting Agency \_\_\_\_\_ Title: \_\_\_\_\_

Signature of HIDTA Initiative Supervisor \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# High Intensity Drug Trafficking Area

3838 North Causeway Suite 1900 - Metairie, Louisiana 70002 - Phone(504) 840-1400 - Fax (504) 840-1406

## VEHICLE ALLOWANCE

AGENCY: \_\_\_\_\_

GC HIDTA INITIATIVE: \_\_\_\_\_

GRANT #: \_\_\_\_\_

MONTH/ YEAR: \_\_\_\_\_

### DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GC HIDTA AGENT(S) SEEKING ALLOWANCE:

	Make	Model	Year	VIN:	Beginning/ Ending/ Total driven/ driver's name
1.					0
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0

Names of full-time Agents Assigned from your department during this reporting period.

(NOTE: List all sworn officers assigned full-time to all GCHIDTA Initiatives).

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

## Appendix B

AMOUNT CLAIMED: \$2,100.00

\_\_\_\_\_  
Name of Agency Certifying Official

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Initiative Supervisor

\_\_\_\_\_  
Signature of State Director



## ***Appendix C***

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## CERTIFICATION REGARDING LOBBYING

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Each applicant shall file this certification and disclosures form if applicable with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

---

Signature of Authorized Official

---

Date

---

Title

OFFICE OF THE CITY ATTORNEY  
 4/15/21  
 5/3/21

**ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY BETWEEN MARCH 16, 2021 AND APRIL 15, 2021, AUTHORIZING PAYMENT FOR SAID SERVICES. (WARD 3) (HARRIS, LUMUMBA)**

**WHEREAS**, on October 27, 2020, the Jackson City Council approved an Order ratifying the acceptance of armed security guard services provided by CCSI Security between August 1, 2020 and October 15, 2020, for the Pete Brown Golf Facility and the Park Maintenance Division Facility; and

**WHEREAS**, on April 27, 2021, the Jackson City Council approved an Order ratifying the acceptance of armed security guard services provided by CCSI Security between November 16, 2019 and March 15, 2021, for the Pete Brown Golf Facility and the Park Maintenance Division Facility; and

**WHEREAS**, said vendor has provided additional invoices and requests payment for services rendered at the Pete Brown Golf Facility and the Park Maintenance Division Facilities from March 16, 2021, through April 15, 2021, as specified below; and

FACILITIES	Account Number	INVOICE#	PERIOD	AMOUNT
Sonny Guy Municipal Golf Course aka Pete Brown Golf Facility  And  Park Maintenance Division Facility	005-504.10-6420	17475	03-16-21 thru 03-31-21	\$2,699.20
		17500	04-01-21 thru 04-15-21	\$2,530.50
<b>Total Due:</b>				<b>\$5,229.70</b>

**WHEREAS**, the Department of Parks and Recreation desires to ensure all invoices are honored and paid, for armed security guard services performed by CCSI Security from March 16, 2021, through April 15, 2021, at said City facilities; and

**WHEREAS**, the Department desires that vendor invoices and requests for payment be honored and ratified in an amount of Five Thousand Two Hundred and Twenty-Nine Dollars and Seventy Cents (\$5,229.70) for the provision of security services performed by CCSI Security from March 16, 2021, through April 15, 2021, Pete Brown Golf Facility and the Park Maintenance Division Facility.

**IT IS, THEREFORE, ORDERED** that armed security guard services performed by CCSI Security for the Pete Brown Golf Facility (aka Sonny Guy Golf Course) and the Park Maintenance Division Facility from March 16, 2021, through April 15, 2021, are hereby ratified, and the payment in an amount of Five Thousand Two Hundred and Twenty-Nine Dollars and Seventy Cents (\$5,229.70) is authorized.

Agenda Item No. 14  
 Agenda Date: May 11, 2021  
 (Harris, Lumumba)

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

**04-26-21**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description</b>	Order ratifying the acceptance of armed security guard services from CCSI Security for the Pete Brown Golf Facility and the Park Maintenance Division facility between March 16, 2021 and April 15, 2021, authorizing payment for said services.	
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention Quality of Life	
3.	<b>Who will be affected</b>	Sonny Guy Golf Course aka Pete Brown Golf Facility's staff and patrons.	
4.	<b>Benefits</b>	Provides armed security services to ensure the safety of the staff and patrons, at both facilities.	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval	
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 3	
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation	
8.	<b>COST</b>	\$5,229.70 – 03-16-21 through 04-15-21	
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Department of Parks & Recreation – Account: 005-504.10-6420	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER _____ Yes _____ No _____      N/A <u>X</u> AABE _____ %      WAIVER _____ Yes _____ No _____      N/A <u>X</u> WBE _____ %      WAIVER _____ Yes _____ No _____      N/A <u>X</u> HBE _____ %      WAIVER _____ Yes _____ No _____      N/A <u>X</u> NABE _____ %      WAIVER _____ Yes _____ No _____      N/A <u>X</u>	

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



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

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Dept. of Parks & Recreation  
**Date:** April 26, 2021  
**Re:** CCSI Security – (03-16-21 through 04-15-21)

---

This Order ratifies the acceptance of armed security guard services from CCSI Security for the Pete Brown Golf Facility and the Park Maintenance Division facility between March 16, 2021 and April 15, 2021, authorizing payment for said services, for a total amount of Five Thousand Two Hundred and Twenty-Nine Dollars and Seventy Cents (\$5,229.70).

The Department of Parks and Recreation, recommends this Order is approved for payment to CCSI Security


Thank you!

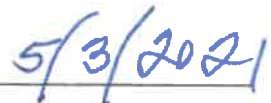
IBHjr/pb

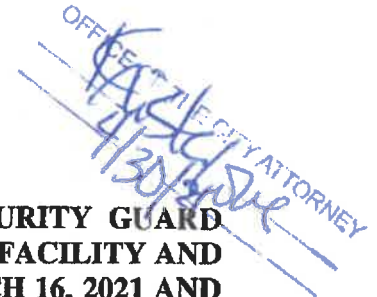
**Office of the City Attorney**  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

**OFFICE OF THE CITY ATTORNEY**

This **ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY BETWEEN MARCH 16, 2021 AND APRIL 15, 2021, AUTHORIZING PAYMENT FOR SAID SERVICES**) is legally sufficient for placement in NOVUS Agenda.

  
**Monica Allen, Interim City Attorney**  
**Kristen Love, Deputy City Attorney** KL

  
**Date**

  
OFFICE OF THE CITY ATTORNEY  
4/30/2021

Ccsi Security  
P.O. Box 6485  
Jackson, MS 39284

<b>INVOICE NO.</b>	17475
<b>DATE</b>	04/01/21

**CUSTOMER**

Sandra Corine Bell  
Sonny Guy Golf Course  
3200 W Woodrow Wilson Ave  
Jackson, MS 39209-3407

**SERVICE LOCATION**

Sonny Guy Golf Course  
3200 W Woodrow Wilson Ave  
Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 5048	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
03/16/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/16/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/17/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/17/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/18/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/18/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/18/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/19/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/19/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/19/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/20/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/20/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/21/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/21/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/22/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/22/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/23/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/23/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/24/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/24/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/25/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/25/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/25/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/26/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/26/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/26/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/27/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/27/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/28/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/28/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35

Please remit payment to: Ccsi Security P.O. Box 6485 Jackson, MS 39284



Ccsi Security  
P.O. Box 8485  
Jackson, MS 39284

<b>INVOICE NO.</b>	17475
<b>DATE</b>	04/01/21

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3200 W Woodrow Wilson Ave  
Jackson, MS 39209-3407

**SERVICE LOCATION**

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Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 5048	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
03/29/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
03/29/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
03/30/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
03/30/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
03/31/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
03/31/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			<b>Sub-Total</b>		2,699.20
			<b>Sales Tax</b>		
			<b>TOTAL</b>		<b>\$2,699.20</b>



CcsI Security  
P.O. Box 8485  
Jackson, MS 39284

<b>INVOICE NO.</b>	17500
<b>DATE</b>	04/16/21

**CUSTOMER**

Sandra Corine Bell  
Sonny Guy Golf Course  
3200 W Woodrow Wilson Ave  
Jackson, MS 39209-3407

**SERVICE LOCATION**

Sonny Guy Golf Course  
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Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 5048	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
04/01/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/01/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
04/01/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
04/02/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/02/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
04/02/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
04/03/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/03/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/04/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/04/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/05/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/05/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/06/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/06/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/07/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/07/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/08/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/08/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
04/08/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
04/09/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/09/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
04/09/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
04/10/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/10/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/11/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/11/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/12/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/12/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
04/13/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
04/13/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35

Please remit payment to: CcsI Security, P.O. Box 8485 Jackson, MS 39284

Ccsi Security  
P.O. Box 8485  
Jackson, MS 39284

<b>INVOICE NO.</b>	17500
<b>DATE</b>	04/16/21

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**SERVICE LOCATION**

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Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 5048	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
04/14/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
04/14/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
04/15/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
04/15/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
04/15/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All Invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	2,530.50	
			Sales Tax		
			<b>TOTAL</b>	<b>\$2,530.50</b>	

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

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

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

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

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

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

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor be authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$62,087.00 to prepare, prevent and respond to the Coronavirus in 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 Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$62,087.00, for Emergency Shelter activities to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning April 1, 2020 through March 31, 2021.

Agenda Item No. 15  
Agenda Date: May 11, 2021  
(Hillman, Lumumba)

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** *JPH* Jordan Hillman, Director  
Planning and Development  
**DATE:** April 20, 2021  
**RE:** Agenda Item for May 11, 2021 City Council Meeting

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

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 \$62,087.00.

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

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

For Office Use Only:		
Manager Approval:	<i>[Signature]</i>	Date: <i>4-20-21</i>
Fiscal Officer Approval:	<i>[Signature]</i>	Date: <i>4/20/21</i>

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

**05/11/21**  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Provide services for low/moderate income persons and homeless persons
4.	<b>Benefits</b>	Provide public services
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	<b>Action implemented by:</b>  City Department <b>X</b>  Consultant	Department of Planning & Development
8.	<b>COST</b>	\$62,087.00
9.	<b>Source of Funding:</b>  General Fund Grant <b>X</b>  Bond Other	2019 ESG CARES Act
	<b>EBO participation</b>	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

Office of 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 STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS) 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

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CLOSEOUT OF THE AGREEMENT AND FINAL PAYMENT WITH NATIONAL EXPRESS TRANSIT SERVICES CORPORATION (NEXT) FOR THE PROVISION OF GENERAL PUBLIC FIXED ROUTE AND DEMAND RESPONSE SERVICES FOR CITY OF JACKSON'S PUBLIC TRANSPORTATION (JTRAN) CLOSEOUT EFFECTIVE MAY 11, 2021**

OFFICE OF THE CITY ATTORNEY  
CK

**WHEREAS** on October 1, 2015, the City of Jackson entered into an agreement with National Express Transit Services Corporation to provide operations and maintenance services for the City's public transportation system; and

**WHEREAS** the agreement with National Express Transit Services Corporation expired on December 31, 2018; and

**WHEREAS** National Express Transit Services Corporation provided operations and maintenance services from October 1, 2015 to December 31, 2018; and

**WHEREAS** the Department of Planning through the Transit Division has reviewed the invoices and requests for final payment and recommends that \$388,311.80 is paid to National Express Transit Services Corporation.

**IT IS, HEREBY, ORDERED** that the Mayor be authorized to execute all necessary documents for final payment of \$388,311.80 to closeout the Agreement with National Express Transit Services Corporation (NEXT) for the provision of general public fixed route and demand response services for the City's public transportation system (JTRAN) for the contract that ended December 31, 2018.

Item No.: 16  
Agenda Date: May 11, 2021  
By: (Hillman, Lumumba)


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 5/11/2021**


POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE CLOSEOUT OF THE AGREEMENT AND FINAL PAYMENT WITH NATIONAL EXPRESS TRANSIT SERVICES CORPORATION (NEXT) FOR THE PROVISION OF GENERAL PUBLIC FIXED ROUTE AND DEMAND RESPONSE SERVICES FOR CITY OF JACKSON'S PUBLIC TRANSPORTATION (JTRAN) CLOSEOUT EFFECTIVE MAY 11, 2021
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All residents and visitors in the City of Jackson
4.	<b>Benefits</b>	All residents and visitors in the City of Jackson
5.	<b>Schedule (beginning date)</b>	N/A
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All Wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$388,311.80
9.	<b>Source of Funding</b> General Fund X Grant X Bond Other	187.565.20.6425: \$388,311.80 <u>Grant Information:</u> MS.90.X081.01--\$82,322.00 MS.2017.005.01--\$15,843.22 MS.2020.004.01--\$157,266.29  <u>General Fund:</u> \$132,880.29
10.	<b>EBO participation</b>	DBE ___%    WAIVER    yes ___    no ___    N/A ___ AABE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> WBE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> HBE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> NABE ___%    WAIVER    yes ___    no ___    N/A <u>X</u>



# MEMORANDUM

**TO:** Chokwe A. Lumumba  
Mayor

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

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

**DATE:** April 21, 2021

**RE:** Agenda Item for May 11, 2021 City Council Meeting

This agenda item is authorizing the Mayor to closeout the contract with National Express Transit Corporation (NEXT) that ended on December 31, 2018 and issue the final payment of \$388,311.80.

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

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

OFFICE OF THE CITY ATTORNEY  
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## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CLOSEOUT OF THE AGREEMENT AND FINAL PAYMENT WITH NATIONAL EXPRESS TRANSIT SERVICES CORPORATION (NEXT) FOR THE PROVISION OF GENERAL PUBLIC FIXED ROUTE AND DEMAND RESPONSE SERVICES FOR CITY OF JACKSON'S PUBLIC TRANSPORTATION (JTRAN) CLOSEOUT EFFECTIVE MAY 11, 2021** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen, Interim City Attorney**

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

5/4/2021

**Date**

ICE OF THE CITY ATTORNEY

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Council" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. Under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), the Council on April 27, 2021, did adopt a certain resolution entitled:

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, MARCH 2021, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN; AND FOR RELATED PURPOSES.**

2. As directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, April 2021* (the "TIF Plan"), was published in the *Mississippi Link*, a newspaper having a general circulation within the City, on April 29, 2021, as evidenced by the publisher's proof of publication of the same heretofore presented to the Council and filed with the City Clerk.

3. The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 10:00 a.m., on May 11, 2021, to enable the general public to state or present their views on the TIF Plan.

4. At 10:00 a.m. on May 11, 2021, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

5. The Council has received the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021* (the "City TIF Plan") and the City and has conducted hearings on the same. The TIF Plan is a qualified plan under the TIF Act and should be approved and accepted by the City.

Agenda Item No. 17  
Agenda Date: May 11, 2021  
(Hillman, Lumumba)

**NOW, THEREFORE, BE IT RESOLVED**, by the Council as follows:

**SECTION 1.** The Council is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the City TIF Plan (a copy of which is attached hereto as **Exhibit 1**), and does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds, which funds will be used to pay for or reimburse VLP, LLC, (the "Developer") for the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District, all as set forth in the TIF Plan.

**SECTION 2.** In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

**SECTION 3.** The Council does hereby approve and adopt the TIF Plan, in accordance with Sections 21-45-3 and 21-45-11 of the TIF Act.

**THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021**

**ARTICLE I**

**A. PREAMBLE**

1. This *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*, (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007*, (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. VLP, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a high-quality mixed-use development to be known as "The Village at Livingston Place" off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and commercial development (the "Project"). Livingston Place represents a private investment in excess of \$45,000,000 and will redevelop approximately 51 dormant acres that were formerly used as the Hood Furniture Manufacturing Plant. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of

the Act requiring dedication of the "redevelopment project" to the City not apply to those which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

**B. STATEMENT OF INTENT**

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District, and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax and a pledge by the County of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include but are not limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the "Development Agreement").

4. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

**C. PUBLIC CONVENIENCE AND NECESSITY:** The public convenience and necessity require participation by the City and the County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:

1. Construction of the entire Project will represent a private investment in excess of \$45,000,000.

2. The Project will create construction jobs with a payroll of approximately \$10,000,000.

3. The Project will create approximately 50 new permanent full-time and part-time jobs. Annual payroll is currently unknown.

4. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$244,823 for the City.

5. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$169,509 for the County.

6. It is projected that the Project will yield an annual real and personal property tax increase of about \$337,388 for the Jackson City School District.

7. It is projected that the annual sales generated by the Project are expected to reach approximately \$11,516,250.

8. It is projected that the Project is expected to result in annual sales tax rebates to the City of about \$149,135.

9. The development of the Project will help expand the tax base of the City, the County, and the Jackson City School District.

10. The Project will utilize and develop approximately 51 acres of industrial land that are has been dormant for years.

11. It is anticipated that the completed Project will generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax.

12. It is anticipated that the completed Project will generate \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax.

13. It is anticipated that the completed Project will generate \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

## **ARTICLE II PROJECT INFORMATION**

**A. REDEVELOPMENT PROJECT DESCRIPTION:** The Project is an approximately 51-acre mixed use development with approximately 210 residential units, all strategically located off

Livingston Road in the City.

**B. DEVELOPER'S INFORMATION:** VLP, LLC, Attn: Steve Leara, 5440 Woodford Drive, Birmingham, Alabama 35242

**ARTICLE III  
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

**A. JOB CREATION:** The Project will create construction jobs, and upon completion Project will create approximately 50 new full-time and part-time jobs. Annual payroll for these permanent jobs is currently unknown due to market factors.

**B. FINANCIAL BENEFIT TO THE COMMUNITY**

1. **Ad Valorem Tax Increases:** The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>1</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

2. **Retail Sales:** Retail sales are estimated to increase to \$11,516,250 creating an additional annual sales tax rebate of \$149,135 for the City.

3. **Special Taxes:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

**ARTICLE IV  
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

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<sup>1</sup> School taxes are not eligible for TIF and are provided for informational purposes only.



**A. CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

**B. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the Project.

**C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property and the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused former industrial site and providing much needed new single-family residential development and commercial activity.

#### **ARTICLE V**

#### **A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN**

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

#### **ARTICLE VI**

#### **A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

##### **A. COST ESTIMATE OF REDEVELOPMENT PROJECT**

1. The development of the TIF District will represent a private investment in excess of \$40,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a

debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

**B. PROJECTED SOURCES OF REVENUE TO MEET COSTS**

1. Private Financing: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. Pledge: The City shall pledge the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

3. Amount of Bonds to Be Issued: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 45.91 mills) as applied to the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the sales tax rebates generated from the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. Debt Service Coverage: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. No General Obligation of the City or County: The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

**C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

1. The City will issue up to Three Million Three Hundred Thousand Dollars (\$3,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

**ARTICLE VII**

**REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

**A. PARCEL NUMBERS FOR THE TIF DISTRICT:** The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 51 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor's office.

Parcel	Owner	True Value	Assessed Value	Acres
404-3	VLP, LLC	\$266,590	\$39,989	51
<b>TOTAL TAX YEAR 2020:</b>		<b>\$266,590</b>	<b>\$39,989</b>	<b>51</b>

**ARTICLE VIII**

**DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

**ARTICLE IX**

**ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

**A. AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>2</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

**B. RETAIL SALES:** The Project will generate approximately \$11,516,250 in sales annually,

<sup>2</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

generating a sales tax rebate of \$149,135 for the City.

C. **SPECIAL TAXES:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI of this TIF Plan.

#### ARTICLE X

#### A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: Village at Livingston Place" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection with this TIF Plan.

#### ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

#### ARTICLE XII

#### PLAN OF FINANCING

A. **SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*

**B. FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

**C. AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). The TIF Bonds may be issued in multiple tax-exempt or taxable series for a term not to exceed fifteen (15) years.

**EXHIBIT A TO TIF PLAN  
TO FOLLOW**

EXHIBIT 1



TAX INCREMENT FINANCING PLAN FOR  
THE VILLAGE AT LIVINGSTON PLACE,  
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021

Prepared by:

**GOURAS & ASSOCIATES**

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**TAX INCREMENT FINANCING PLAN FOR  
THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021**

**ARTICLE I**

**A. PREAMBLE**

1. This *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*, (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007*, (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. VLP, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a high-quality mixed-use development to be known as "The Village at Livingston Place" off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and commercial development (the "Project"). Livingston Place represents a private investment in excess of \$45,000,000 and will redevelop approximately 51 dormant acres that were formerly used as the Hood Furniture Manufacturing Plant. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of

the Act requiring dedication of the "redevelopment project" to the City not apply to those which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

## **B. STATEMENT OF INTENT**

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District, and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax and a pledge by the County of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include but are not limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

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1. Construction of the entire Project will represent a private investment in excess of \$45,000,000.

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4. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$244,823 for the City.

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## **ARTICLE II PROJECT INFORMATION**

**A. REDEVELOPMENT PROJECT DESCRIPTION:** The Project is an approximately 51-acre mixed use development with approximately 210 residential units, all strategically located off

Livingston Road in the City.

**B. DEVELOPER'S INFORMATION:** VLP, LLC, Attn: Steve Leara, 5440 Woodford Drive, Birmingham, Alabama 35242

**ARTICLE III  
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

**A. JOB CREATION:** The Project will create construction jobs, and upon completion Project will create approximately 50 new full-time and part-time jobs. Annual payroll for these permanent jobs is currently unknown due to market factors.

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**ARTICLE IV  
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

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**A. CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

**B. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the Project.

**C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property and the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused former industrial site and providing much needed new single-family residential development and commercial activity.

#### **ARTICLE V**

#### **A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN**

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

#### **ARTICLE VI**

#### **A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

#### **A. COST ESTIMATE OF REDEVELOPMENT PROJECT**

1. The development of the TIF District will represent a private investment in excess of \$40,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a

debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

**B. PROJECTED SOURCES OF REVENUE TO MEET COSTS**

1. **Private Financing**: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. **Pledge**: The City shall pledge the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

3. **Amount of Bonds to Be Issued**: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 45.91 mills) as applied to the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the sales tax rebates generated from the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. **Debt Service Coverage**: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. **No General Obligation of the City or County**: The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

**C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

1. The City will issue up to Three Million Three Hundred Thousand Dollars (\$3,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

**ARTICLE VII**

**REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

**A. PARCEL NUMBERS FOR THE TIF DISTRICT:** The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 51 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor's office.

Parcel	Owner	True Value	Assessed Value	Acres
404-3	VLP, LLC	\$266,590	\$39,989	51
<b>TOTAL TAX YEAR 2020:</b>		<b>\$266,590</b>	<b>\$39,989</b>	<b>51</b>

**ARTICLE VIII**

**DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

**ARTICLE IX**

**ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

**A. AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>2</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

**B. RETAIL SALES:** The Project will generate approximately \$11,516,250 in sales annually,

<sup>2</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

generating a sales tax rebate of \$149,135 for the City.

C. **SPECIAL TAXES:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI of this TIF Plan.

#### ARTICLE X

#### A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: Village at Livingston Place" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection with this TIF Plan.

#### ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

#### ARTICLE XII

#### PLAN OF FINANCING

A. **SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*

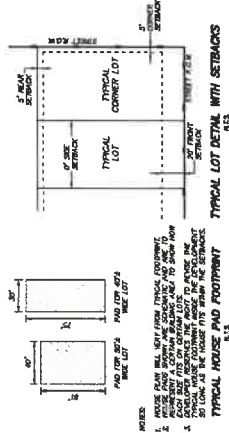
**B. FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

**C. AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). The TIF Bonds may be issued in multiple tax-exempt or taxable series for a term not to exceed fifteen (15) years.

**EXHIBIT A TO TIF PLAN  
TO FOLLOW**



VICINITY MAP



- NOTES:**
- HOUSE SHALL BE SET FROM TYPICAL FOOTPRINT AND SETBACKS AS SHOWN.
  - PROVIDE 5' SIDE SETBACK FROM DRIVEWAY TO ADJACENT LOT.
  - DRIVEWAY SHALL BE 10' WIDE AND 10' DEEP.
  - DRIVEWAY SHALL BE 10' FROM THE STREET AND 10' FROM THE HOUSE.
  - SETBACKS SHALL BE 5' FROM THE STREET AND 5' FROM THE HOUSE.

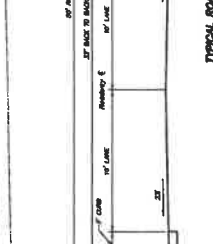
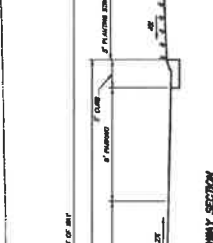
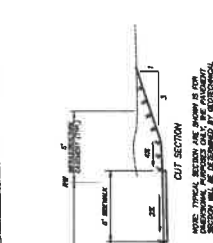
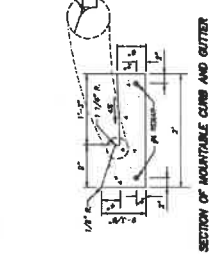
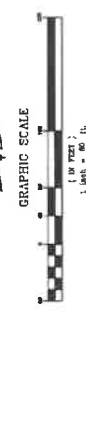
**ACRESAGE TOTALS**

TOTAL ACRESAGE - 100.00 AC
RESIDENTIAL - 85.00 AC
COMMERCIAL - 10.00 AC
OPEN SPACE - 5.00 AC

**ADDITIONAL NOTES:**

- CURRENT ZONING - UNZ-1 COMMUNITY URBAN USE GENERAL, RESIDENTIAL ORIENTED
- APPROXIMATE LOT RECOMMENDATIONS
- FRONT - 20' SIDE - 5' REAR - 5'
- TOTAL # OF RESIDENTIAL LOTS - 187
- PROPT-C-0611 - 30'

- NOTES:**
- THIS PROJECT IS LOCATED IN UNZ-1 COMMUNITY URBAN USE GENERAL RESIDENTIAL ORIENTED ZONING DISTRICT. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - PROVIDE 5' SIDE SETBACK FROM DRIVEWAY TO ADJACENT LOT.
  - DRIVEWAY SHALL BE 10' WIDE AND 10' DEEP.
  - DRIVEWAY SHALL BE 10' FROM THE STREET AND 10' FROM THE HOUSE.
  - SETBACKS SHALL BE 5' FROM THE STREET AND 5' FROM THE HOUSE.
  - CONTIGUOUS LOTS SHALL BE DEVELOPED TO MEET CURRENT LOCAL AND STATE REQUIREMENTS.
  - ROADWAY SPACING SHALL BE 30'.



**NOTES:**

- TYPICAL SECTION ARE SHOWN AS CUT SECTION.
- SECTION WILL BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE AND RECOMMENDATIONS FOR THE SITE.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 2/2/2021**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description</b>	RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES.																																													
2.	<b>Purpose</b>	TIF Plan approval for the Village at Livingston Place																																													
3.	<b>Who will be affected</b>	All resident and tax payers.																																													
4.	<b>Benefits</b>	Creates financing mechanism for infrastructure improvements required to construction project.																																													
5.	<b>Schedule (beginning date)</b>	N/A																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Ward 3																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development  Office of Economic Development																																													
8.	<b>COST</b>	Reduction in unrealized revenue for the 15 years bond payments are made if revenue is sufficient for bond issuance. Total revenue projected for bond payments over 15 year period is \$3,300,000.																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	N/A																																													
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	AABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	WBE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	HBE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	NABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__
ABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__																																							



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP

**Date:** May 5, 2021

**Subject:** Resolution Approving and Adopting the Tax Increment Financing Plan at The Village at Livingston Place.

Attached you will find a resolution approved and adopting the Tax Increment Financing plan for the Village at Livingston Place.

This is the second step in the TIF process outlined below:

- (1) Resolution of Intent for TIF (Council Approval, April 27, 2021)
- (2) Public Hearing, Approval of TIF Plan and Development Agreement (This item May 11, 2021). (Council Approval Required)
- (3) Development Agreement Approval (Upcoming)
- (4) Construction starts
- (5) Construction ends
- (6) Project begins occupancy and lease up.
- (7) At the time where tax revenues are generated at a level to support bond issuance as outlined in the TIF Plan and Developers Agreement, the project developer submits a request to Issue Bonds.
- (8) City Hires Bond Counsel and prepares an interlocal agreement with Hinds County (if agreed to participate) (Council Approval Required)
- (9) City and County approve interlocal agreement (Council Approval Required)
- (10) City's financial advisor looks for bond purchaser
- (11) City's bond counsel and bond purchaser negotiate bond purchase agreement
- (12) City approves bond purchase agreement (Council Approval Required)
- (13) Bond transcript is prepared for validation
- (14) Bonds are validated
- (15) Close on bonds

This is the beginning of a long process that may or may not ultimately result in the issuance of bonds. **The issuance of bonds will only occur if the project is able to generate the revenue outlined in the TIF Plan to support the issuance of \$3,300,000.** If the revenue is never fully realized the bonds would not be issued.

TIF Bonds will be sized and issued based on fifty percent (50%) of the incremental increases in sales tax rebates plus one hundred percent (100%) ad valorem tax revenues generated from real and personal property in the TIF District based on the City's general fund millage.

The funds derived from the sale of the Bonds will be used for the Infrastructure Improvements.

**Project Information Summary (See TIF Plan Exhibit for details).**

**Project Applicant:** VLP, LLC (as filed with MS Secretary of State VLP, LLC is managed by Jason Brookins and has Leroy C Smith as a member).

**Project Location:** Livingston Road, former Hood Furniture Manufacturing Plant

**Project Specifics:** Development of 210 Single Family homes and a commercial area currently proposed to be Grocery and Hotel uses. Proposed commercial uses are not guaranteed and may change.

**Projected Revenue Increases to Support Bond Issuance:**

Ad Valorem Tax Increases: The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236. \*Revenue projections are made by applicant developer. City would be giving up 100% ad valorem for 15 years, while taking on 210 new single family units requiring services. This would total \$3,672,345 over the 15-year period of city ad valorem that would be dedicated to bond payment. School taxes are not eligible for TIF and are provided for informational purposes only.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV	41.51	\$1,660	\$163,169	\$161,509
School AV	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

Retail Sales: Retail sales are estimated to increase to \$11,516,250 creating an additional annual sales tax rebate of \$149,135 for the City. Fifty percent of this increased rebate would be allocated to bond payments under this TIF Plan for 15 years after issuance.

Special Taxes: The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

**Project Preliminary Layout:** Note commercial area preliminary layout is subject to change in order to comply with requirements of the CMU-1 Community Mixed Use Zoning that requires parking to be placed behind the main structure, and that the main structure front the street.



**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Council" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. Under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), the Council on April 27, 2021, did adopt a certain resolution entitled:

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, MARCH 2021, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN; AND FOR RELATED PURPOSES.**

2. As directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, April 2021* (the "TIF Plan"), was published in the *Mississippi Link*, a newspaper having a general circulation within the City, on April 29, 2021, as evidenced by the publisher's proof of publication of the same heretofore presented to the Council and filed with the City Clerk.

3. The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 10:00 a.m., on May 11, 2021, to enable the general public to state or present their views on the TIF Plan.

4. At 10:00 a.m. on May 11, 2021, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

5. The Council has received the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021* (the "City TIF Plan") and the City and has conducted hearings on the same. The TIF Plan is a qualified plan under the TIF Act and should be approved and accepted by the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council as follows:

SECTION 1. The Council is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the City TIF Plan (a copy of which is attached hereto as **Exhibit 1**), and does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds, which funds will be used to pay for or reimburse VLP, LLC, (the “Developer”) for the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney’s fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District, all as set forth in the TIF Plan.

SECTION 2. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 3. The Council does hereby approve and adopt the TIF Plan, in accordance with Sections 21-45-3 and 21-45-11 of the TIF Act.

**THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI,  
MARCH 2021**

**ARTICLE I**

**A. PREAMBLE**

1. This *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*, (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007*, (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. VLP, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a high-quality mixed-use development to be known as "The Village at Livingston Place" off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and commercial development (the "Project"). Livingston Place represents a private investment in excess of \$45,000,000 and will redevelop approximately 51 dormant acres that were formerly used as the Hood Furniture Manufacturing Plant. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of

the Act requiring dedication of the “redevelopment project” to the City not apply to those which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

**B. STATEMENT OF INTENT**

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District, and the City’s portion of the sales tax generated from the Project, excluding therefrom the City’s special Food, Beverage and Hotel Tax and Tourism Tax and a pledge by the County of the tax revenues derived from the County’s ad valorem tax levies on the “captured assessed value” (as defined in the Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include but are not limited to the installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney’s fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the “Development Agreement”).

4. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

**C. PUBLIC CONVENIENCE AND NECESSITY:** The public convenience and necessity require participation by the City and the County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:



1. Construction of the entire Project will represent a private investment in excess of \$45,000,000.
2. The Project will create construction jobs with a payroll of approximately \$10,000,000.
3. The Project will create approximately 50 new permanent full-time and part-time jobs. Annual payroll is currently unknown.
4. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$244,823 for the City.
5. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$169,509 for the County.
6. It is projected that the Project will yield an annual real and personal property tax increase of about \$337,388 for the Jackson City School District.
7. It is projected that the annual sales generated by the Project are expected to reach approximately \$11,516,250.
8. It is projected that the Project is expected to result in annual sales tax rebates to the City of about \$149,135.
9. The development of the Project will help expand the tax base of the City, the County, and the Jackson City School District.
10. The Project will utilize and develop approximately 51 acres of industrial land that are has been dormant for years.
11. It is anticipated that the completed Project will generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax.
12. It is anticipated that the completed Project will generate \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax.
13. It is anticipated that the completed Project will generate \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

## **ARTICLE II PROJECT INFORMATION**

**A. REDEVELOPMENT PROJECT DESCRIPTION:** The Project is an approximately 51-acre mixed use development with approximately 210 residential units, all strategically located off

Livingston Road in the City.

**B. DEVELOPER'S INFORMATION:** VLP, LLC, Attn: Steve Leara, 5440 Woodford Drive, Birmingham, Alabama 35242

**ARTICLE III  
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

**A. JOB CREATION:** The Project will create construction jobs, and upon completion Project will create approximately 50 new full-time and part-time jobs. Annual payroll for these permanent jobs is currently unknown due to market factors.

**B. FINANCIAL BENEFIT TO THE COMMUNITY**

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The below real and personal property ad valorem taxes were based upon an assumed "true value" of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

<b>Jurisdiction</b>	<b>Millage</b>	<b>Current</b>	<b>Completed Project</b>	<b>Increase</b>
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>1</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

2. Retail Sales: Retail sales are estimated to increase to \$11,516,250 creating an additional annual sales tax rebate of \$149,135 for the City.

3. Special Taxes: The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

**ARTICLE IV  
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

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<sup>1</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

**A. CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

**B. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the Project.

**C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property and the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused former industrial site and providing much needed new single-family residential development and commercial activity.

#### **ARTICLE V**

#### **A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN**

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

#### **ARTICLE VI**

#### **A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

##### **A. COST ESTIMATE OF REDEVELOPMENT PROJECT**

1. The development of the TIF District will represent a private investment in excess of \$40,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a

debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

**B. PROJECTED SOURCES OF REVENUE TO MEET COSTS**

1. Private Financing: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. Pledge: The City shall pledge the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

3. Amount of Bonds to Be Issued: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 45.91 mills) as applied to the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the sales tax rebates generated from the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. Debt Service Coverage: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. No General Obligation of the City or County: The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

**C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

1. The City will issue up to Three Million Three Hundred Thousand Dollars (\$3,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

**ARTICLE VII**

**REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

**A. PARCEL NUMBERS FOR THE TIF DISTRICT:** The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 51 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor’s office.

Parcel	Owner	True Value	Assessed Value	Acres
404-3	VLP, LLC	\$266,590	\$39,989	51
<b>TOTAL TAX YEAR 2020:</b>		<b>\$266,590</b>	<b>\$39,989</b>	<b>51</b>

**ARTICLE VIII  
DURATION OF THE TAX INCREMENT FINANCING PLAN’S EXISTENCE**

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

**ARTICLE IX  
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

**A. AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Jackson City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed “true value” of \$27,285,000, and an assumed combined assessed value of \$3,884,236.

Jurisdiction	Millage	Current	Completed Project	Increase
City AV Taxes	63.03	\$2,521	\$247,344	\$244,823
County AV Taxes	41.51	\$1,660	\$163,169	\$161,509
School AV Taxes <sup>2</sup>	86.770	\$3,470	\$340,858	\$337,388
<b>TOTALS:</b>	<b>191.31</b>	<b>\$7,651</b>	<b>\$751,371</b>	<b>\$743,720</b>

**B. RETAIL SALES:** The Project will generate approximately \$11,516,250 in sales annually,

<sup>2</sup> School taxes are not eligible for TIF and are provided for informational purposes only.

generating a sales tax rebate of \$149,135 for the City.

**C. SPECIAL TAXES:** The completed Project is projected to generate \$19,163 annually pursuant to the City's 1% Convention and Visitor's Bureau Tax; \$57,488 annually pursuant to the City's 3% Capital City Convention Center Tax; and \$14,372 annually pursuant to the City's Occupancy Tax of \$0.75 per day.

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI of this TIF Plan.

#### **ARTICLE X**

#### **A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE**

A separate fund entitled the "Tax Increment Bond Fund: Village at Livingston Place" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection with this TIF Plan.

#### **ARTICLE XI**

**THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.**

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

#### **ARTICLE XII PLAN OF FINANCING**

**A. SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of the increase in sales tax rebates together with the ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in sales taxes and real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*

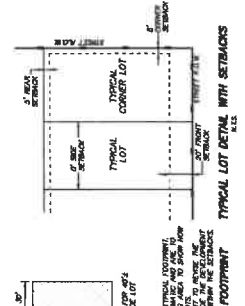
**B. FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

**C. AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). The TIF Bonds may be issued in multiple tax-exempt or taxable series for a term not to exceed fifteen (15) years.

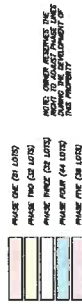
**EXHIBIT A TO TIF PLAN  
TO FOLLOW**



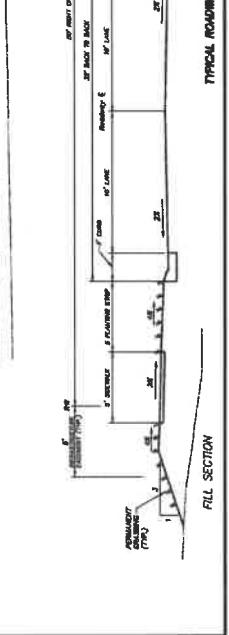
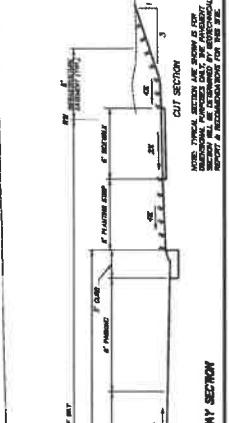
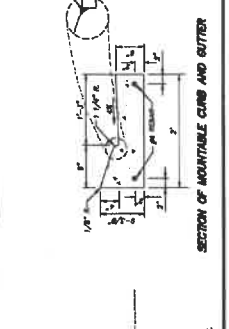
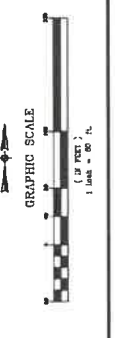
**VICINITY MAP**



NOTES:  
 1. HOUSE PLAN SHALL BE A TYPICAL 1200 SQ. FT. PLAN WITH A 28' WIDE GARAGE AND A 14' WIDE SIDE PORCH. HOUSE SHALL BE ORIENTED WITH THE PORCH FACING THE STREET.  
 2. HOUSE SHALL BE CONSTRUCTED WITH CONCRETE FOUNDATION AND 20% STAIRS.  
 3. HOUSE SHALL BE CONSTRUCTED WITH 2" MINIMUM ROOF PITCH.  
 4. HOUSE SHALL BE CONSTRUCTED WITH 2" MINIMUM ROOF PITCH.  
 5. HOUSE SHALL BE CONSTRUCTED WITH 2" MINIMUM ROOF PITCH.  
 6. HOUSE SHALL BE CONSTRUCTED WITH 2" MINIMUM ROOF PITCH.  
 7. HOUSE SHALL BE CONSTRUCTED WITH 2" MINIMUM ROOF PITCH.  
 8. HOUSE SHALL BE CONSTRUCTED WITH 2" MINIMUM ROOF PITCH.



- LEGEND:  
 HOUSE PAD ONLY  
 HOUSE PAD AND PORCH  
 HOUSE PAD AND GARAGE  
 HOUSE PAD AND PORCH AND GARAGE  
 COMMON AREA / ASPHALT DRIVE
- SETBACKS:  
 5' SIDE SETBACK  
 30' FRONT SETBACK  
 20' REAR SETBACK
- NOTES:  
 1. THIS PROJECT IS LOCATED IN ZONE R-1600, SINGLE-FAMILY RESIDENTIAL, PLANNED AREA AS SHOWN ON THE 2015 ZONING ORDINANCE, IN THE CITY OF JACKSON, MISSISSIPPI.  
 2. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 ZONING ORDINANCE, IN THE CITY OF JACKSON, MISSISSIPPI.  
 3. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 ZONING ORDINANCE, IN THE CITY OF JACKSON, MISSISSIPPI.  
 4. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 ZONING ORDINANCE, IN THE CITY OF JACKSON, MISSISSIPPI.  
 5. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 ZONING ORDINANCE, IN THE CITY OF JACKSON, MISSISSIPPI.
- AREAS TOTAL:  
 TOTAL AREA - 60,000 AC  
 TOTAL HOUSE PAD AREA - 10,000 AC  
 TOTAL COMMON AREA - 50,000 AC  
 TOTAL HOUSE PAD AND PORCH AREA - 10,000 AC  
 TOTAL HOUSE PAD AND GARAGE AREA - 10,000 AC  
 TOTAL HOUSE PAD AND PORCH AND GARAGE AREA - 10,000 AC  
 TOTAL COMMON AREA AND ASPHALT DRIVE - 50,000 AC
- COMMENTS:  
 ALL HOUSE PADS SHALL BE CONSTRUCTED WITH A 28' WIDE GARAGE AND A 14' WIDE SIDE PORCH. HOUSE SHALL BE ORIENTED WITH THE PORCH FACING THE STREET.  
 ALL HOUSE PADS SHALL BE CONSTRUCTED WITH CONCRETE FOUNDATION AND 20% STAIRS.  
 ALL HOUSE PADS SHALL BE CONSTRUCTED WITH 2" MINIMUM ROOF PITCH.  
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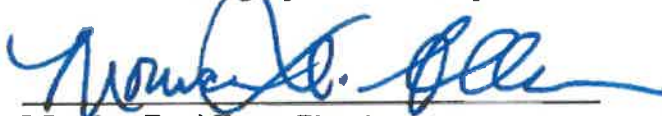
**Office of the City Attorney**  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
CG

## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021; AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Chandra Gayten, Deputy City Attorney CG



Date



OFFICE OF THE CITY ATTORNEY  
5-11-2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS SRF LOAN #DWI-L250008-02**

**WHEREAS**, on March 3, 2020 the City Council authorized the Mayor to execute a Professional Engineering and Construction Phase services agreement with Cornerstone Engineering, LLC, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plan Rehabilitation Projects in an amount not to exceed \$580,500.00; and

**WHEREAS**, the Department of Public Works identified several maintenance projects that needed to be addressed at the OB Curtis WTP & JH Fewell WTP to ensure the City of Jackson stays within compliance with the Mississippi Department of Health requirements for safe drinking water; and

**WHEREAS**, the projects identified in the original agreement are listed below:

- Repair and Replace Gravity Thickeners Clarifiers # 1 & #2
- Install a new metal building structure to house membrane train facility (OB Curtis Water Treatment Plant)
- JH Fewell Pedestrian Bridge Replacement to access the raw water intake

**WHEREAS**, the Department of Public Works has identified additional projects that would revise the original scope for professional engineering and construction phase services; and

**WHEREAS**, the revised scope would include the additional projects listed below:

- Replace Membrane Train No. 5, and replace membrane Train No. 2 fibers
- OB Curtis/JH Fewell WTP Winterization project
- JH Fewell WTP Conventional Filter Rehabilitation Project
- JH Fewell WTP Corrosion Control Improvements and Enhanced Coagulation Chemical Feed System Project
- Additional work to the Soda Ash System

**WHEREAS**, Cornerstone Engineering, LLC, has submitted Supplemental Agreement No. 1 for additional professional engineering and construction phase services in an amount not to exceed \$1,478,750.00; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson approve Supplemental Agreement No. 1 for additional Professional Engineering and Construction Phase Services with Cornerstone, LLC, in the amount not to exceed \$2,059,250.00.

Agenda Item No. 18  
Agenda Date: May 11, 2021  
(Williams, Lumumba)

**IT IS, THEREFORE, ORDERED** that that the Mayor is authorized to execute Supplemental Agreement No. 1 for additional Professional Engineering and Construction Phase services agreement with Cornerstone Engineering, LLC, in an amount not to exceed \$2,059,250.00, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation Projects.

**ITEM #**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**BY:**

**WILLIAMS, CARTER, LUMUMBA**

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

<b>P O I N T S</b>		<b>C O M M E N T S</b>															
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS &amp; JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS SRF LOAN #DWI-L250008-02</b>															
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.															
3.	<b>Who will be affected</b>	All residents within the City of Jackson Corporate Limits															
4.	<b>Benefits</b>	Water Infrastructure Improvements															
5.	<b>Schedule (beginning date)</b>	When contracts are executed.															
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	OB Curtis WTP & JH Fewell WTP															
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.															
8.	<b>COST</b>	Professional Engineering and Construction Phase Services Total Cost: \$2,059,250.00															
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan (2 <sup>nd</sup> Loan) <i>Fund 32</i>															
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER yes ___ 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 ___															

## Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba

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



Date: May 4, 2021

### Agenda Item:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS SRF LOAN #DWI-L250008-02**

**Purpose:** Water Infrastructure Repair  
**Cost:** \$2,059,250.00  
**Project/Contract Type:** OB Curtis WTP & JH Fewell WTP Rehabilitation Work  
**Funding Source:** Fund 32  
**Schedule/Time:** Completed  
**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 Supplemental Agreement No. 1 for professional engineering and construction phase services with Cornerstone Engineering, LLC, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation Projects. The rehabilitation projects are listed below:

- Replace Membrane Train No. 5, and replace membrane Train No. 2 fibers
- OB Curtis/JH Fewell Winterization project
- JH Fewell WTP Conventional Filter Rehabilitation Project
- JH Fewell WTP Corrosion Control Improvements and Enhanced Coagulation Chemical Feed System Project
- Additional work to the Soda Ash System

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  
6-4-2024

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS SRF LOAN #DWI-L250008-02** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**MONICA D. ALLEN**, *City Attorney*  
Terry Williamson, *Legal Counsel* 

  
\_\_\_\_\_  
DATE



**April 30, 2021**

**City of Jackson  
Attn: Charles Williams, P.E., PhD  
200 South President Street  
P.O. Box 17  
Jackson, MS 39205**

**RE: OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT –  
OWNER-ENGINEER AGREEMENT-SUPPLEMENTAL AGREEMENT #1**

**Dr. Williams:**

**Enclosed is our professional services supplemental agreement #1 for the above referenced project. This agreement includes certain contractual language required by the Mississippi State Department of Health (MSDH) State Revolving Loan Fund (SRF) program. The improvements will assist the City as follows: in repairing, rehabilitating and replacing key components of the plants that have reached the end of their useful life, in providing water treatment process improvements, in implementing corrosion control treatment improvements, and plant winterization. The improvements will improve operational efficiency at the plants and will mitigate safety hazards and risks associated with operating the plants. This agreement will coincide with certain projects identified within the Facility Plan associated with SRF Loan# DWI-L250008-02.**

**If you need any more information, please let me know.**

**Sincerely,**

  
**Mauricka McKenzie, Sr., P.E.**

**Enclosures: Contract and EBO**

**Cc: file**



This is Attachment 1, consisting of 3 pages, to  
Supplemental Agreement No. 1 dated \_\_\_\_\_.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER JH Fewell

**Modifications**

- A1. ENGINEER shall add the following professional engineering services to the Scope of Work as described in the previously executed agreement dated March 4, 2020 for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Projects associated with SRF Loan #DWI-L250008-02:

Add to Exhibit A (Scope of Work) the following specific project description tasks:

**"Task #4: OB CURTIS (OBC) WATER TREATMENT PLANT (WTP) MEMBRANE TRAIN #5 IMPROVEMENTS**

- A. Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the removal and replacement of the existing deteriorated existing membrane train #5 fibers, to perform minor repair of the membrane train fibers on train #2 and associated components at the OB Curtis WTP.

**Task #5: OB CURTIS WTP AND JH FEWELL WTP WINTERIZATION PROJECT**

- A. Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform winterization on exposed equipment and exposed which will include electrical heat tracing installations, water heating system improvements, piping insulation improvements and component covers.

**Task #6: JH FEWELL WTP CONVENTIONAL FILTER REHABILITATION PROJECT**

- A. Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the rehabilitation of the existing Conventional Sand Filters #24 and #26 at JH Fewell WTP. The work will include structural repairs to the concrete basin at Filters #24 and #26, trough replacements, sand media replacement, replacement of faulty valves (as needed), clay tile replacement (as needed).

**Task #7: JH FEWELL WTP CORROSION CONTROL IMPROVEMENTS AND ENHANCED COAGULATION CHEMICAL FEED SYSTEM PROJECT**

- A. Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the decommissioning of the existing hydrated lime feed system and the installation of a new liquid lime feed system with full automation and electrical and control modifications and SCADA integration and sitework improvements. Installation of the carbon dioxide (CO<sub>2</sub>) tank and injection equipment to enhanced coagulation process improvements at JH Fewell WTP. The work will include providing polymer pump equipment.

**Task #2 Modification: Revised Task #2 in the Exhibit A that states the following:**

- 2). To install a new metal building structure to house the membrane train facility at the OB Curtis WTP to state the following:

“2.) To install a new metal building structure to enclose the membrane train facility and the flocculators and to install a soda ash automated metering analyzer system to be housed at the membrane plant, and to rehabilitate the secondary containment area of the existing membrane filter plant, rehabilitate the CIP tank heater.”

- A2. The Scope of Work currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:

Add to the second paragraph on the first page of the Agreement for Professional Services with the following statement:

- “(4) to repair and rehabilitate the existing deteriorated existing membrane train #5 fibers and associated components at the OB Curtis WTP;  
(5) to rehabilitate the secondary containment area of the existing membrane filter plant, rehabilitate the CIP tank heater, install soda ash metering pump automation equipment and controls within the membrane enclosure building area at the OB Curtis WTP;  
(6) to provide water plant equipment and piping winterization including water heating systems and heat tracing at OB Curtis WTP and JH Fewell WTP;  
(7) to rehabilitate the existing conventional filter system and structure at Filters #24 and #26 at the JH Fewell WTP; and  
(8) to install corrosion control improvements and to install enhanced coagulation process improvements at JH Fewell WTP which will include decommissioning the existing hydrated lime feed system, installing a new liquid lime feed system and automation, installation of carbon dioxide (CO<sub>2</sub>) tank and feed lines and related automation, electrical and control system upgrades.

A3. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Revise Exhibit C (Compensation for Professional Services) the following payment requirements for performance of services:

**"Task #4: OB CURTIS AND JH FEWELL WTP DESIGN IMPROVEMENTS**

- A. For Design Phase services, add a fee amount of **\$700,500** to the existing agreement.
- B. For Construction Phase services, add a fee amount of **\$778,250** to the existing agreement.

OWNER: City of Jackson

ENGINEER: Cornerstone Engineering, LLC


\_\_\_\_\_  
Chokwe A. Lumumba (Mayor)

  
\_\_\_\_\_  
Mauricka McKenzie, Sr., P.E. (President)

ATTEST:

ATTEST:

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

  
\_\_\_\_\_  
Date: 4-30-2021

**Engineer's Opinion of Probable Cost**  
**City of Jackson, SRF Loan #2 Water Plant Projects**  
 4/28/2021

ITEM SCHED.	ITEM NUMBER	ITEM DESCRIPTION	ITEM UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
		<b>Schedule A - J.H. Fawell Water Treatment Plant Improvements</b>				
A	1	Liquid Lime Corrosion Control Treatment System Improvements	L.S.	1	\$ 2,350,000.00	\$ 2,350,000.00
A	2	Polymer Pump Equipment	L.S.	1	\$ 50,000.00	\$ 50,000.00
A	3	Plant Winterization, Pipe Insulation, Covers and Pipe Heat Tracing	L.S.	1	\$ 50,000.00	\$ 50,000.00
		<b>Schedule B - O. B. Curtis Water Treatment Plant Improvements</b>				
B	1	Membrane Train #6 Replacement Fibers	L.S.	1	\$ 1,600,000.00	\$ 1,600,000.00
B	2	Plant Winterization, Pipe Insulation and Water Heating System, Heat Tracing	L.S.	1	\$ 300,000.00	\$ 300,000.00
		<b>ESTIMATED CONSTRUCTION COST - Schedules A &amp; B</b>				\$ 4,350,000.00
		<b>Contingency (10%)</b>				\$ 435,000.00
		<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				\$ 4,785,000.00
		<b>Project Engineering Design (8.0%)</b>				\$ 430,850.00
		<b>Construction Phase Inspection and Contract Administration (10%)</b>				\$ 478,500.00
		<b>PROFESSIONAL SERVICES</b>				\$ 909,350.00
		<b>GRAND TOTAL PROJECT COST ESTIMATE</b>				\$ 5,694,150.00

City of Jackson, Water System Capital Improvement Plan Projects to be Funded by 2021 MS Legislature Appropriation Funds (\$3M) & SRF Loan #2  
 Engineer's Opinion of Probable Cost  
 4/29/2021

ITEM SCHED.	ITEM NUMBER	ITEM DESCRIPTION	ITEM UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
		<b>Schedule A - J.H. Fowell Water Treatment Plant Improvements</b>				
A	1	Replace Filters #24 and # 26, includes Trough Replacements, media replacement, replacing any faulty valves (as needed), and clay tile replacement (as needed)	L.S.	1	\$ 1,800,000.00	\$ 1,800,000.00
A	2	Structural Repair of Filters #24 and #26 Concrete Basin by Crack Injections	L.S.	1	\$ 150,000.00	\$ 150,000.00
		<b>Schedule B - O. B. Curtis Water Treatment Plant Improvements</b>				
B	1	Install CO2 Enhanced Coagulation Treatment System (1 tank)	L.S.	1	\$ 650,000.00	\$ 650,000.00
		<b>ESTIMATED CONSTRUCTION COST - Schedule A and B</b>				\$ 2,725,000.00
		Contingency (10%)				\$ 272,500.00
		<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				\$ 2,997,500.00
		Project Engineering Design (9%)				\$ 269,775.00
		Construction Phase Inspection and Contract Administration (10%)				\$ 299,750.00
		<b>PROFESSIONAL SERVICES</b>				\$ 569,525.00
		<b>GRAND TOTAL PROJECT COST ESTIMATE</b>				\$ 3,567,025.00



**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba  
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development  
Office of Economic Development**



**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY ORDINANCE**

***LEGAL NOTICE***

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The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-13)

**EQUAL BUSINESS OPPORTUNITY  
SPECIAL NOTICE TO BIDDERS**

**POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

**DEFINITIONS**

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

**OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.*

**GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)



***The Equal Business Opportunity participation goals are as follows:***

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

**A. Subcontractor Participation**

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
  - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### **Waiver**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. Company Name: Cornerstone Engineering, LLC

II. Address: 710 Northside Drive, Suite A

City: Clinton State: MS ZIP Code: 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. Bid Name and Number: OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Projects

IV. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**

*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.*

IV. Total Bid Amount: \$1,478,750

V. WAIVER REQUESTED

*(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
  - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
  - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
  - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
  - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	1%	10%			4%
Construction		N/A			
Goods & Non-Professional Services		N/A			

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.**

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and EBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

 President  
*Authorized Signature and Title*

4/30/21  
*Date*

PRINT "AUTHORIZED" NAME HERE: Mauricka McKenzie

**EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT**  
**Proposed Minority/Female Business Enterprise Firms**

Company Name: Civil Tech, Inc. Type Trade/Business: Civil Engineering

Address: 5420 Executive Place

City, State, ZIP: Jackson, Mississippi 39206

Contact Person: Elmore Moody, P.E.

Telephone Number: (601) 713-1713

Type Minority Business (MBE/FBE):  
 Female (FBE)  
 African-American (AABE)  
 Asian (ABE)  
 Hispanic (HBE)  
 Native American (NABE)

**Type Minority Business (MBE/FBE) Involvement:**

Subcontractor                       Supplier  
 Joint Venture                               Mentor-Protégé

Type Work or Service to be Performed: Engineering Services

Scope of Work to be Performed: Assistance with civil and structural design of site improvements, quality control design reviews and inspections

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$147,875

Percentage of MBE and/or FBE Participation: 10%

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Company Name: Q Solutions, Inc. Type Trade/Business: Engineering

Address: 460 Briarwood Drive, Suite 300

Type Minority Business (MBE/FBE):

City, State, ZIP: Jackson, MS 39206

Female (FBE)

African-American (AABE)

Contact Person: Kieu-Anh Tran, P.E.

Asian (ABE)

Hispanic (HBE)

Telephone Number: 601-376-0588

Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor

Supplier

Joint Venture

Mentor-Protégé

Type Work or Service to be Performed: Engineering

Scope of Work to be Performed: Water Treatment Control System Design Assistance and Project Bid Package Quality Assurance Reviews

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 14,788

Percentage of MBE and/or FBE Participation: 1%

Company Name: Myriad Engineering Solutions, LLC Type Trade/Business: Civil Engineering

Address: P.O. Box 7262

Type Minority Business (MBE/FBE):

City, State, ZIP: Jackson, MS 39222

Female (FBE)

African-American (AABE)

Contact Person: Stephanie Sago Vivians, P.E.

Asian (ABE)

Hispanic (HBE)

Telephone Number: 601-201-8027

Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor

Supplier

Joint Venture

Mentor-Protégé

Type Work or Service to be Performed: Engineering

Scope of Work to be Performed: Specification development, Structural design reviews and construction inspections

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 50,150

Percentage of MBE and/or FBE Participation: 4%

**IT IS, THEREFORE, ORDERED** that the contract with Utility Constructors, Inc. in an amount not to exceed \$386,270.00 without further authorization of the governing authorities for repairs to a collapsed sewer main in the right-of-way of Bell Street & Lamar Street Sewer Emergency Repair is ratified.

Council Member **Priester** moved adoption; President **Lindsay** seconded.  
Yeas- **Foote, Lindsay, Priester and Tillman.**  
Nays- **Banks, Stamps and Stokes.**  
Absent- **None.**

\*\*\*\*\*

Council Member **Foote** left the meeting.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE O.B. CURTIS & J.H. FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS.**

**WHEREAS**, the Department of Public Works desires to have Professional Engineering and Construction Phase services for the O.B. Curtis Water Treatment Plant & J.H. Fewell Water Treatment Plant Rehabilitation Projects; and

**WHEREAS**, the Department of Public Works has identified several maintenance projects that need to be addressed at the O.B. Curtis WTP & J.H. Fewell WTP to ensure the City of Jackson stays within compliance with the Mississippi Department of Health requirements for safe drinking water; and

**WHEREAS**, the projects identified are listed below:

- Repair and Replace Gravity Thickeners Clarifiers # 1 & #2
- Install a new metal building structure to house membrane train facility (O.B. Curtis Water Treatment Plant)
- J.H. Fewell Pedestrian Bridge Replacement to access the raw water intake

**WHEREAS**, Cornerstone Engineering, LLC, a multi-disciplinary civil engineering firm located in the Jackson, Mississippi metro area submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

**WHEREAS**, Cornerstone Engineering, LLC, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson Professional Engineering Services at a cost of \$333,000.00 and Construction Phase Services at a cost of \$247,500.00 with a total not to exceed \$580,500.00; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson enter into a Professional Engineering and Construction Phase Services Agreement with Cornerstone, LLC, in the amount not to exceed \$580,500.00.

**IT IS, THEREFORE, ORDERED** that that the Mayor is authorized to execute a Professional Engineering and Construction Phase services agreement with Cornerstone Engineering, LLC, in an amount not to exceed \$580,500.00, for the O.B. Curtis Water Treatment Plant & J.H. Fewell Water Treatment Plant Rehabilitation Projects.

Council Member **Tillman** moved adoption; Council Member **Priester** seconded.  
Yeas- **Banks, Lindsay, Priester, Stamps, Stokes and Tillman.**  
Nays- **None.**  
Absent- **Foote.**

\*\*\*\*\*

Council Member **Foote** returned to the meeting.

\*\*\*\*\*

OFFICE OF THE CITY ATTORNEY  
2-14-2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS**

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**ITEM #** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**BY:** **WILLIAMS, CARTER, MILLER, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 3, 2020**

<b>POINTS</b>		<b>COMMENTS</b>																																								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS &amp; JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS</b>																																								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																								
3.	<b>Who will be affected</b>	All residents within the City of Jackson Corporate Limits																																								
4.	<b>Benefits</b>	Water Infrastructure Improvements																																								
5.	<b>Schedule (beginning date)</b>	When contracts are executed.																																								
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	OB Curtis WTP & JH Fewell WTP																																								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																								
8.	<b>COST</b>	Professional Engineering and Construction Phase Services Total Cost: \$580,500.00																																								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan (2 <sup>nd</sup> Loan)																																								
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</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>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</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>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	no	_____	N/A	_____
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**Council Agenda Item Memorandum**

To: Mayor, Chokwe Antar Lumumba  
From: Robert K. Miller, Director of Public Works  
Date: February 3, 2020



**Agenda Item:**

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS**

**Purpose:** Water Infrastructure Repair  
**Cost:** \$580,500.00  
**Project/Contract Type:** OB Curtis WTP & JH Fewell WTP Rehabilitation Work  
**Funding Source:** Fund 32  
**Schedule/Time:** Completed  
**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 professional engineering and construction phase services with Cornerstone Engineering, LLC, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation Projects. The rehabilitation projects are listed below:

- Repair and Replace Gravity Thickeners Clarifiers # 1 & #2
- Install a new metal building structure to house membrane train facility (OB Curtis Water Treatment Plant)
- JH Fewell Pedestrian Bridge Replacement to access the raw water intake

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

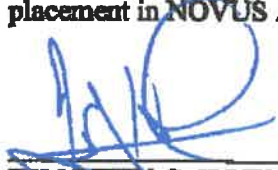
435 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1798

OFFICE OF THE CITY ATTORNEY  
2/10/2020

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR THE O.B. CURTIS AND J.H. FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS is legally sufficient for placement in NOVUS Agenda.

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

2/10/2020  
DATE

**AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN  
THE CITY OF JACKSON, MISSISSIPPI  
AND  
CORNERSTONE ENGINEERING, LLC  
FOR  
OB CURTIS AND JH FEWELL WATER TREATMENT PLANT  
REHABILITATION PROJECTS**

THIS AGREEMENT is made on the 4th day of March, 2020, by and between the CITY OF JACKSON, MISSISSIPPI, a Mississippi municipal corporation (hereinafter called the "OWNER"), and CORNERSTONE ENGINEERING, LLC having its principal place of business at 710 E. Northside Drive, Suite A, Clinton, MS 39056 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for the planning, engineering design and construction contract administration and inspection of the OB Curtis and JH Fewell Water Treatment Plant (WTP) Rehabilitation projects; and

WHEREAS, the Owner intends to make certain other improvements to the OB Curtis WTP and the JH Fewell WTP as follows: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP, (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel pedestrian bridge superstructure and substructure at the JH Fewell WTP to comply with Mississippi State Department of Health (MSDH) requirements for operating and maintaining the City of Jackson WTPs, and to mitigate risks and safety hazards at the WTPs, which is described in more detail in Exhibit A, Project Description, and hereinafter called the "Project;" and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated; and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 - FACILITIES TO BE CONSTRUCTED**

- A. The work to be performed under this Agreement consists of providing professional engineering services for the design gravity thickener, steel bridge, and metal building structure and related facilities as requested by the Owner.

The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Page A-1).
- (2) Exhibit B: "Scope of Engineering Services" (Page B-1).
- (3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
- (4) Exhibit D: "Schedule of Work" (Page D-1).

## SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering design services for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project. These services shall include customary civil, structural, water treatment engineering and other necessary services required for the completion of the improvements. It is anticipated that the City of Jackson will be reimbursed for such services through the SRF Loan #DWI-L250008-02.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the design phase services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

## SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

## SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

- A. Provide criteria and information as to the OWNER's design requirements for the work to be performed under this Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Engineering Design Phase Services".



- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Acquire property for both permanent right-of-way and temporary construction easements based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

#### SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

#### SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense, carry liability insurance with maximum limits of \$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.

- B. ENGINEER shall comply, at its expense, with all applicable provisions of the workmen's compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. Engineer will, at its expense, also carry professional liability insurance.
- D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

#### SECTION 7 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The Engineer and the Owner agree that the work covered by this project shall consist of four phases. Upon the completion of a phase, the Engineer shall provide the Owner written notice of the completion and shall await receipt of a written notice to proceed prior to commencing work on the next phase.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

#### SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

#### SECTION 9 - AUTHORIZED REPRESENTATIVES

Charles Williams, Jr., P.E., PhD is the authorized representative of the OWNER.

Mauricka McKenzie, Sr., P.E. is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project. The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work on this project is Mauricka McKenzie, Sr., P.E., MS Registration No. 16157.

#### SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

The Mississippi State Department of Health (MSDH) and its representatives shall have access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of DWSIRLF funds. The Loan Recipient acknowledges and agrees that the Department is not a party, in any manner whatsoever, to any contract between the DWSIRLF loan recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s) or any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Loan Recipient also acknowledges and agrees that any benefit to vendors contracting with the Loan Recipient arising from, or associated with this contract is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between the Department and the Loan Recipient."

#### SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

#### SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

**SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION**

- A. ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:
- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
  - 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that ENGINEER fails in any of its obligations under Section A. of this section, OWNER may take one or more of the following actions to protect its interests:
- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section A of this section;
  - 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
  - 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible, enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

**SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY (“EBO”) CLAUSE**


- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  3. Dissemination of the ENGINEER’s EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
  4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
  5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.

**SECTION 16 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.


**CITY OF JACKSON, MISSISSIPPI**

  
\_\_\_\_\_  
Chokwe Antar Lumumba, Esq. *rc*  
Mayor

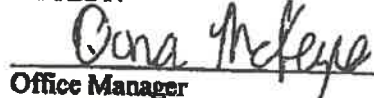
ATTEST:

  
\_\_\_\_\_  
Angela Haner  
City Clerk

**CORNERSTONE ENGINEERING, LLC**

  
\_\_\_\_\_  
Mauricka McKenzie, Sr., P.E.  
President and Principal Engineer

ATTEST:

  
\_\_\_\_\_  
Dana McFey  
Office Manager

**EXHIBIT A**

**THE CITY OF JACKSON, MISSISSIPPI**

**OB CURTIS AND JH FEWELL WATER TREATMENT PLANT  
REHABILITATION PROJECT**

**SCOPE OF WORK**

The work included in the scope of this Agreement consists of providing professional engineering and technical services for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project more specifically described as follows:

Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the following required scope of work: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP, and (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel bridge pedestrian bridge superstructure and substructure at the JH Fewell WTP.

The design documents will be prepared in close coordination with the water plant staff and public works staff and will be submitted to the Mississippi State Department of Health (MSDH) and Mississippi Department of Environmental Quality (MDEQ) for approval. The Engineer will assist with necessary approvals by the MSDH, the MDEQ and the City of Jackson typically required by new WTP improvements.

After approval of the design documents, we will also assist in the contract bidding and award process and will manage the construction contract during construction. The Engineer will assist with the solicitation of proposals from prospective contractors to furnish and construct the new OB CURTIS and JH FEWELL WTP improvements, including preparation of construction contracts.

The Engineer will furnish construction phase services including review of contractor submittals, providing resident project representative (RPR) to observe the construction and report to the Engineer and Owner, conduct progress meetings as required, review the contractor's periodic payment requests, and provide As-built Record Drawings upon completion of construction.

After construction is completed, we will facilitate a final inspection with City staff and the MSDH, MDEQ, and we will provide all the close-out documents required by the MSDH and MDEQ to these state government regulatory agencies and the City.

The Scope of Engineering Services is enumerated in Exhibit B.

## EXHIBIT B

### THE CITY OF JACKSON, MISSISSIPPI

## OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT

### SCOPE OF ENGINEERING SERVICES

#### 1.0 DESIGN AND FINAL CONTRACT PLANS

##### 1.1 Prepare contract plans and documents. Tasks include:

The Engineer shall perform engineering design required to complete the following tasks: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP and (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel bridge pedestrian bridge super and substructure at the JH Fewell WTP and in order to comply with MSDH requirements for operating and maintaining the City of Jackson WTPs and to mitigate risks and safety hazards at the plants.

1.1.1 Preparing final contract documents and specifications.

1.1.2 Preparing final quantity recap and construction cost estimates.

1.1.3 Submitting three (3) sets of the above final design documents to the OWNER for review and approval.

1.1.4 Assisting in advertising the project; respond to questions raised by potential bidders concerning the contract documents; preparing an addendum if necessary; attending the pre-bid meeting and bid letting; tabulating the bids; and making a recommendation for the lowest and best bid.

1.1.5 The various tasks related to this project as described in paragraph 1.1.1 above and the hydraulic model may be authorized in stages through Task Orders issued by the authorized representative of the City of Jackson and/or Public Works Department.

#### 1.1 STATE AND FEDERAL REGULATIONS

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.



**EXHIBIT C**

**THE CITY OF JACKSON, MISSISSIPPI**

**OB CURTIS AND JH FEWELL WATER TREATMENT  
PLANT REHABILITATION PROJECT**

**COMPENSATION FOR PROFESSIONAL SERVICES**

**SECTION 1 - BASIS OF COMPENSATION**

- 1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as additional costs. We will get prior approval from the OWNER before proceeding with any additional costs beyond that described in this agreement. The following conditions shall apply to services performed under this Agreement:
- 1.2 OWNER shall pay ENGINEER for additional services not outlined in this Agreement only when these additional services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as follows:
- |  |                        |
|--|------------------------|
| PLANNING AND DESIGN PHASE:                       | Lump Sum Fee-\$333,000 |
| CONSTRUCTION INSPECTION PHASE:                   | Lump Sum Fee-\$247,500 |
| TOTAL ENGINEERING FEE: (DESIGN AND CONSTRUCTION) | \$580,500              |
- 1.4 Payment to Engineer
- 1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.
- 1.5 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER's invoices.

**SECTION 2 - CHANGES**

The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates (Exhibit D). For additional services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the contract by the OWNER.

### SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

For additional services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

### SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS

The ENGINEER may select consultant(s) to provide special services (i.e. geotechnical; environmental, structural, surveys) during design. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

**EXHIBIT D**

**THE CITY OF JACKSON, MISSISSIPPI**

**OB CURTIS WATER AND JH FEWELL WATER  
TREATMENT PLANT REHABILITATION PROJECT**

**SCHEDULE OF WORK**

**SECTION 1 - PERIOD OF SERVICE**

1.1 Following is the proposed Schedule of Work as outlined under this agreement:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Planning and Design Phase	<u>180 days</u>
Construction Inspection Phase	<u>360 days</u>

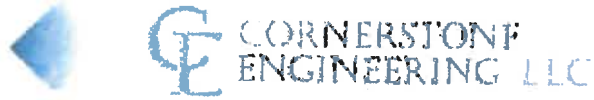
Planning and Design Phase Services will begin when Owner authorizes the Engineer to begin the planning work, design drawings and specification development work. The planning and design phase services will continue through the Engineer assisting with soliciting proposals or bids and end with holding of the preconstruction conference.

Construction Phase Services will begin with issuance of notice to proceed to the contractor and will extend for a period including the contractor's time for performance as specified in the contract documents and an additional 30 days to prepare and process completion documents and record drawings.

2020 SRF WATER PROJECT

Proposed 2020 SRF Water System Loan Projects  
 City of Jackson, MS  
 Jan. 3, 2019

LOAN NUMBER	PROJECT	DESCRIPTION/SCOPE OF WORK	City Construction		CONSTR. COST ESTIMATE
			Proj. Number	Allowable Eng. Planning and Design (7.4%)	
2	1	OB Curtis WTP Gravity Thickener #1 and #2 Rehabilitation Project Remove and Disposal of existing rake arm, install new rake arm, install new settling tubes, repair clarifier, install new gear box for both	1980102-0903	\$ 170,200.00	\$ 2,300,000.00
2	2	JH Fessell WTP Intake Structure Pedestrian Bridge Replacement Project Relocate power lines, drive pile foundation for new bridge, install new steel bridge superstructure, install rip rap, remove and dispose timber bridge	1980103-0904	\$ 88,800.00	\$ 1,200,000.00
2	3	Membrane Train Building Structure Project Construct a 140'x152' Metal Building	Pending	\$ 74,000.00	\$ 1,000,000.00
			TOTAL	\$ 333,000.00	\$ 4,500,000.00



**City of Jackson  
Attn: Michael Davis, EBO Program Officer  
200 South President Street  
Warren Hood Building  
Jackson, MS 39201**

**January 15, 2020**

**REFERENCE: WAIVER STATEMENT FOR EQUAL BUSINESS OPPORTUNITY (EBO)  
2020 OB CURTIS AND JH FEWELL WATER TREATMENT PLANT  
REHABILITATION PROJECT  
JACKSON, MS**

**Dear EBO Program Officer:**

Cornerstone Engineering, LLC is requesting a waiver on the EBO participation goals required in the plan. Our firm is a small minority owned business certified by the City of Jackson, Mississippi Development Authority (MDA), and the Jackson Municipal Airport Authority (JMAA). The reason we are requesting a waiver is because the work on the above referenced project will be performed primarily by Cornerstone Engineering, without the need for additional services by other companies.

Let us know if you have any other questions.

Sincerely,

**CORNERSTONE ENGINEERING, LLC**

A handwritten signature in blue ink, appearing to read 'Mauricka McKenzie, Sr.', is written over the printed name.

**Mauricka McKenzie, Sr., P.E.  
President and Principal Engineer**

**Enclosures**

**Cc: Charles Williams, P.E., PhD, Engineering Manager**



**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba  
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development  
Office of Economic Development**

COPY

APPROVED

BUREAU OF PUBLIC WATER SUPPLY  
OFFICE OF ENVIRONMENTAL HEALTH  
MISSISSIPPI STATE DEPARTMENT OF HEALTH

bc 5/24/2020

**AGREEMENT FOR ENGINEERING SERVICES**

**BY AND BETWEEN**

**THE CITY OF JACKSON, MISSISSIPPI**

**AND**

**CORNERSTONE ENGINEERING, LLC**

**FOR**

**OB CURTIS AND JH FEWELL WATER TREATMENT PLANT  
REHABILITATION PROJECTS**

THIS AGREEMENT is made on the 4th day of May 2020, by and between the CITY OF JACKSON, MISSISSIPPI, a Mississippi municipal corporation (hereinafter called the "OWNER"), and CORNERSTONE ENGINEERING, LLC having its principal place of business at 710 E. Northside Drive, Suite A, Clinton, MS 39056 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for the planning, engineering design and construction contract administration and inspection of the OB Curtis and JH Fewell Water Treatment Plant (WTP) Rehabilitation projects; and

WHEREAS, the Owner intends to make certain other improvements to the OB Curtis WTP and the JH Fewell WTP as follows: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP, (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel pedestrian bridge superstructure and substructure at the JH Fewell WTP to comply with Mississippi State Department of Health (MSDH) requirements for operating and maintaining the City of Jackson WTPs, and to mitigate risks and safety hazards at the WTPs, which is described in more detail in Exhibit A, Project Description, and hereinafter called the "Project;" and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated; and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 - FACILITIES TO BE CONSTRUCTED**

- A. The work to be performed under this Agreement consists of providing professional engineering services for the design gravity thickener, steel bridge, and metal building structure and related facilities as requested by the Owner.

The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Page A-1).
- (2) Exhibit B: "Scope of Engineering Services" (Page B-1).
- (3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
- (4) Exhibit D: "Schedule of Work" (Page D-1).

## SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering design services for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project. These services shall include customary civil, structural, water treatment engineering and other necessary services required for the completion of the improvements. It is anticipated that the City of Jackson will be reimbursed for such services through the SRF Loan #DWI-L250008-02.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the design phase services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

## SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

## SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

- A. Provide criteria and information as to the OWNER's design requirements for the work to be performed under this Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Engineering Design Phase Services"



- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Acquire property for both permanent right-of-way and temporary construction easements based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

#### SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

#### SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense, carry liability insurance with maximum limits of \$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.

- B. ENGINEER shall comply, at its expense, with all applicable provisions of the workmen's compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. Engineer will, at its expense, also carry professional liability insurance.
- D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

#### SECTION 7 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The Engineer and the Owner agree that the work covered by this project shall consist of four phases. Upon the completion of a phase, the Engineer shall provide the Owner written notice of the completion and shall await receipt of a written notice to proceed prior to commencing work on the next phase.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

#### SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

#### SECTION 9 - AUTHORIZED REPRESENTATIVES

Charles Williams, Jr., P.E., PhD is the authorized representative of the OWNER.

Mauricka McKenzie, Sr., P.E. is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project. The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work on this project is Mauricka McKenzie, Sr., P.E., MS Registration No. 16157.

#### SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

The Mississippi State Department of Health (MSDH) and its representatives shall have access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of DWSIRLF funds. The Loan Recipient acknowledges and agrees that the Department is not a party, in any manner whatsoever, to any contract between the DWSIRLF loan recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s) or any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Loan Recipient also acknowledges and agrees that any benefit to vendors contracting with the Loan Recipient arising from, or associated with this contract is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between the Department and the Loan Recipient."

#### SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

#### SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

**SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION**

- A. ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:
- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
  - 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that ENGINEER fails in any of its obligations under Section A. of this section, OWNER may take one or more of the following actions to protect its interests:
- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section A of this section;
  - 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
  - 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible, enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

**SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY (“EBO”) CLAUSE**

- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  3. Dissemination of the ENGINEER’s EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
  4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
  5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;


2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.

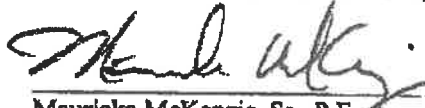
**SECTION 16 - ACCEPTANCE**

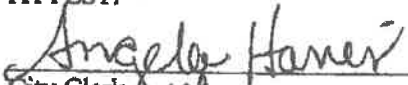
IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

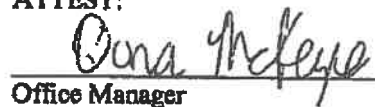
**CITY OF JACKSON, MISSISSIPPI**

**CORNERSTONE ENGINEERING, LLC**

  
 Chokwe Antar Lumumba, Esq. *ret*  
 Mayor

  
 Mauricka McKenzie, Sr., P.E.  
 President and Principal Engineer

ATTEST:  
  
 City Clerk *ret*

ATTEST:  
  
 Office Manager

## EXHIBIT A

### THE CITY OF JACKSON, MISSISSIPPI

## OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT

### SCOPE OF WORK

The work included in the scope of this Agreement consists of providing professional engineering and technical services for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project more specifically described as follows:

Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the following required scope of work: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP, and (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel bridge pedestrian bridge superstructure and substructure at the JH Fewell WTP.

The design documents will be prepared in close coordination with the water plant staff and public works staff and will be submitted to the Mississippi State Department of Health (MSDH) and Mississippi Department of Environmental Quality (MDEQ) for approval. The Engineer will assist with necessary approvals by the MSDH, the MDEQ and the City of Jackson typically required by new WTP improvements.

After approval of the design documents, we will also assist in the contract bidding and award process and will manage the construction contract during construction. The Engineer will assist with the solicitation of proposals from prospective contractors to furnish and construct the new OB CURTIS and JH FEWELL WTP improvements, including preparation of construction contracts.

The Engineer will furnish construction phase services including review of contractor submittals, providing resident project representative (RPR) to observe the construction and report to the Engineer and Owner, conduct progress meetings as required, review the contractor's periodic payment requests, and provide As-built Record Drawings upon completion of construction.

After construction is completed, we will facilitate a final inspection with City staff and the MSDH, MDEQ, and we will provide all the close-out documents required by the MSDH and MDEQ to these state government regulatory agencies and the City.

The Scope of Engineering Services is enumerated in Exhibit B.

## EXHIBIT B

### THE CITY OF JACKSON, MISSISSIPPI

## OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT

### SCOPE OF ENGINEERING SERVICES

#### **1.0 DESIGN AND FINAL CONTRACT PLANS**

##### **1.1 Prepare contract plans and documents. Tasks include:**

The Engineer shall perform engineering design required to complete the following tasks: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP and (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel bridge pedestrian bridge super and substructure at the JH Fewell WTP and in order to comply with MSDH requirements for operating and maintaining the City of Jackson WTPs and to mitigate risks and safety hazards at the plants.

1.1.1 Preparing final contract documents and specifications.

1.1.2 Preparing final quantity recap and construction cost estimates.

1.1.3 Submitting three (3) sets of the above final design documents to the OWNER for review and approval.

1.1.4 Assisting in advertising the project; respond to questions raised by potential bidders concerning the contract documents; preparing an addendum if necessary; attending the pre-bid meeting and bid letting; tabulating the bids; and making a recommendation for the lowest and best bid.

1.1.5 The various tasks related to this project as described in paragraph 1.1.1 above and the hydraulic model may be authorized in stages through Task Orders issued by the authorized representative of the City of Jackson and/or Public Works Department.

#### **1.1 STATE AND FEDERAL REGULATIONS**

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.



EXHIBIT C

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS AND JH FEWELL WATER TREATMENT  
PLANT REHABILITATION PROJECT

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as additional costs. We will get prior approval from the OWNER before proceeding with any additional costs beyond that described in this agreement. The following conditions shall apply to services performed under this Agreement:

1.2 OWNER shall pay ENGINEER for additional services not outlined in this Agreement only when these additional services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.

1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as follows:

PLANNING AND DESIGN PHASE:	Lump Sum Fee-\$333,000
CONSTRUCTION INSPECTION PHASE:	Lump Sum Fee-\$247,500
TOTAL ENGINEERING FEE: (DESIGN AND CONSTRUCTION)	\$580,500

1.4 Payment to Engineer

1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.

1.5 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER's invoices.

SECTION 2 - CHANGES

The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates (Exhibit D). For additional services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the contract by the OWNER.

### SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

For additional services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

### SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS

The ENGINEER may select consultant(s) to provide special services (i.e. geotechnical; environmental, structural, surveys) during design. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

**EXHIBIT D**

**THE CITY OF JACKSON, MISSISSIPPI**

**OB CURTIS WATER AND JH FEWELL WATER  
TREATMENT PLANT REHABILITATION PROJECT**

**SCHEDULE OF WORK**

**SECTION 1 - PERIOD OF SERVICE**

1.1 Following is the proposed Schedule of Work as outlined under this agreement:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Planning and Design Phase	<u>180 days</u>
Construction Inspection Phase	<u>360 days</u>

Planning and Design Phase Services will begin when Owner authorizes the Engineer to begin the planning work, design drawings and specification development work. The planning and design phase services will continue through the Engineer assisting with soliciting proposals or bids and end with holding of the preconstruction conference.

Construction Phase Services will begin with issuance of notice to proceed to the contractor and will extend for a period including the contractor's time for performance as specified in the contract documents and an additional 30 days to prepare and process completion documents and record drawings.

2020 SRF WATER PROJECT

Proposed 2020 SRF Water System Loan Projects  
 City of Jackson, MS  
 Jan. 3, 2019

LOAN NUMBER	PROJECT SCOPE	DESCRIPTION/SCOPE OF WORK	City Construction Allowable Eng.		Construction Phases Services		CONSTR. COST ESTIMATE
			Proj. Number	Design (7.4%)	Design (7.4%)	Services (9.6%)	
2	1	DR Curtis WTP Gravity Thickener #1 and #2 Rehabilitation Project Remove and Disposal of existing rake arm, install new rake arm, install new settling tubes, repairs clarifier, install new gear box for both	1980102-0903	\$ 170,200.00	\$ 128,500.00	\$	\$ 2,300,000.00
2	2	JH Ferrell WTP Intake Structure Pedestrian Bridge Replacement Project Relocate power lines, drive pile foundation for new bridge, install new steel bridge superstructure, install rip rap, remove and dispose timber bridge	1980103-0904	\$ 38,900.00	\$ 66,000.00	\$	\$ 1,200,000.00
2	3	Membrane Train Building Structure Project Construct a 140'x162' Metal Building	Pending	\$ 74,000.00	\$ 55,000.00	\$	\$ 1,000,000.00
TOTAL				\$ 383,100.00	\$ 247,500.00	\$	\$ 4,500,000.00



**CORNERSTONE  
ENGINEERING, LLC**

**City of Jackson  
Attn: Michael Davis, EBO Program Officer  
200 South President Street  
Warren Hood Building  
Jackson, MS 39201**

**January 15, 2020**

**REFERENCE: WAIVER STATEMENT FOR EQUAL BUSINESS OPPORTUNITY (EBO)  
2020 OB CURTIS AND JH FEWELL WATER TREATMENT PLANT  
REHABILITATION PROJECT  
JACKSON, MS**

**Dear EBO Program Officer:**

Cornerstone Engineering, LLC is requesting a waiver on the EBO participation goals required in the plan. Our firm is a small minority owned business certified by the City of Jackson, Mississippi Development Authority (MDA), and the Jackson Municipal Airport Authority (JMAA). The reason we are requesting a waiver is because the work on the above referenced project will be performed primarily by Cornerstone Engineering, without the need for additional services by other companies.

Let us know if you have any other questions.

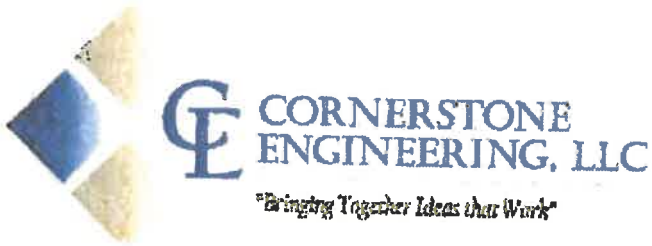
Sincerely,

**CORNERSTONE ENGINEERING, LLC**

**Mauricka McKenzis, Sr., P.E.  
President and Principal Engineer**

**Enclosures**

**Cc: Charles Williams, P.E., PhD, Engineering Manager**



Mauricka McKenzie, Sr., P.E.  
President

City of Jackson  
Attn: Charles Williams, P.E., PhD  
200 South President Street  
P.O. Box 17  
Jackson, MS 39205



January 15, 2020

RE: OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT --  
OWNER-ENGINEER AGREEMENT

Dr. Williams:

Enclosed is our professional services agreement for the above referenced project. This agreement includes certain contractual language required by the Mississippi State Department of Health (MSDH) State Revolving Loan Fund (SRF) program. The improvements will assist the City in repairing, rehabilitating and replacing key components of the plants that have reached the end of their useful life and will mitigate safety hazards and risks associated with operating the plants. This agreement will coincide with certain projects identified within SRF Loan# DWI-L250008-02.

If you need any more information, please let me know.

Sincerely,

Mauricka McKenzie, Sr., P.E.

Enclosures: Contract and EBO

Cc: file



**MISSISSIPPI STATE DEPARTMENT OF HEALTH**

May 20, 2020

City of Jackson  
c/o Honorable Chokwe Antar Lamumba, Mayor  
200 South President Street  
P.O. Box 17  
Jackson, MS 39205-0017

Re: Executed Prof. Services Agreement Approval  
City of Jackson  
OB Curtis/JH Fewell Water Treatment Plant Rehabilitation Project

Dear Mayor Lamumba:

The Executed Professional Services Agreement for construction phase professional services for the above referenced project has been reviewed and is approved for Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) participation in accordance with the DWSIRLF Program Regulations.

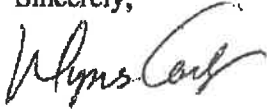
Costs for construction phase professional services are allowable up to the amount of the allowance determined by Appendix B of the DWSIRLF Program Regulations, and so supported by invoices for costs incurred in accordance with the contracts for such services, and to the extent such services are allocable to the DWSIRLF project. The final eligible costs will be determined during audit and closeout.

Please be reminded that no more than 95% of the Allowance for Construction Phase Professional Services will be paid until all requirements of DWSIRLF Program Regulation III.F.(7)(h)(i), and (j) are met.

The applicant/loan recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of this contract does not relieve the applicant/loan recipient or any others of any liabilities or responsibilities. Department approval of this contract is for loan eligibility/allowability purposes only, and does not establish or convey any such liability or responsibility.

If you should have any questions regarding this approval, please call me at 601-576-7649. Please find enclosed with this letter a copy of the approved Executed Professional Service Agreement. Please retain this copy for your official files and a copy is being sent to your Engineer for his records.

Sincerely,

A handwritten signature in black ink, appearing to read "Ulysses Conley". The signature is fluid and cursive, with the first name being more prominent.

Ulysses Conley, MPPA  
DWSRF Support Specialist  
Bureau of Water Supply

cc: Cornerstone Engineering, LLC – Mauricka McKenzie, P.E., President





**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY ORDINANCE**

***LEGAL NOTICE***

---

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(BBO FORM 7-1-13)

**EQUAL BUSINESS OPPORTUNITY  
SPECIAL NOTICE TO BIDDERS**

**POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

**DEFINITIONS**

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

**OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.*

**GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

***The Equal Business Opportunity participation goals are as follows:***

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

**A. Subcontractor Participation**

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women business enterprise utilization goals.
  - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. Company Name: Cornerstone Engineering, LLC

II. Address: 710 Northside Drive, Suite A

City: Clinton State: MS ZIP Code: 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. Bid Name and Number: QB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project

IV. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.*

IV. Total Bid Amount: \$580,500

V. WAIVER REQUESTED  (If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)

**\* The bidder/offerer shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
  - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
  - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
  - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
  - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		100%			
Construction		N/A			
Goods & Non-Professional Services		N/A			

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

*Mauricka McKenzie* President 1/15/2020  
*Authorized Signature and Title* *Date*

**PRINT "AUTHORIZED" NAME HERE: Mauricka McKenzie**



**EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT  
Proposed Minority/Female Business Enterprise Firms**

Company Name: Cornerstone Engineering, LLC Type Trade/Business: Water Resources Engineering  
Address: 710 Northside Drive, Suite A  
City, State, ZIP: Clinton, Mississippi 39056  
Contact Person: Mauricka McKenzie, Sr., P.E.  
Telephone Number: (601) 473-2403

Type Minority Business (MBE/FBE):  
\_\_\_\_ Female (FBE)  
XX African-American (AABE)  
\_\_\_\_ Asian (ABE)  
\_\_\_\_ Hispanic (HBE)  
\_\_\_\_ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_ Joint Venture                        \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: Engineering Services

Scope of Work to be Performed: Design of gravity thickener #1 and #2 rehabilitation; design of new metal building structure for membrane facility; design of steel pedestrian bridge at JH Fewell Construction administration and oversight inspections

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: 100%



OFFICE OF THE CITY ATTORNEY  
5-11-21

**ORDER RATIFYING A CONTRACT WITH COMPLIANCE  
ENVIROSYSTEMS, LLC, EMERGENCY SANITARY SEWER  
COLLECTION CLEANING & CCTV SERVICES (ALL WARDS)**

**WHEREAS**, the City of Jackson Department of Public Works has an emergency need for Cleaning & CCTV for the sanitary sewer collection system; and

**WHEREAS**, the sanitary sewer collections system is consistently seeing an increase of sanitary sewer overflow (SSO's) throughout the City of Jackson; and

**WHEREAS**, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, a contract has been executed with Compliance EnviroSystems, LLC, in an amount not to exceed \$247,500.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Compliance EnviroSystems, LLC in an amount not to exceed \$247,500.00 without further authorization of the governing authorities for emergency sanitary sewer collection cleaning & cctv services is ratified.

Agenda Item No. 19  
Agenda Date: May 11, 2021  
(Williams, Lumumba)

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

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING A CONTRACT WITH COMPLIANCE ENVIROSYSTEMS, LLC, EMERGENCY SANITARY SEWER COLLECTION CLEANING &amp; CCTV SERVICES (ALL WARDS)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	All residents with the City of Jackson, MS																																													
4.	<b>Benefits</b>	Sewer Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Ongoing																																													
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All Wards																																													
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Cost: \$247,500.00																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 372 372-52290-6826																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba

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



**ORDER RATIFYING A CONTRACT WITH COMPLIANCE ENVIROSYSTEMS, LLC,  
EMERGENCY SANITARY SEWER COLLECTION CLEANING & CCTV SERVICES  
(ALL WARDS)**

**Background:**

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency repair contract with Compliane EnviroSystems, LLC, for the Emergency cleaning and cctv work. The contract is required due to the sanitary sewer collection system needs cleaning to minimize the occurrences for sanitary sewer overflows within the City of Jackson.. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.


OFFICE OF THE CITY ATTORNEY  
2021

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING A CONTRACT WITH COMPLIANCE ENVIROSYSTEMS, LLC, EMERGENCY SANITARY SEWER COLLECTION CLEANING & CCTV SERVICES (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

  
**MONICA D. ALLEN**, *City Attorney*  
Terry Williamson, *Legal Counsel*

5/5/2021  
DATE

4/25/21

Dr. Charles Williams  
Public Works Director  
City of Jackson, MS  
200 S. President St. Suite 523  
Jackson, MS  
T: 601.960.1651  
[cwilliams@city.jackson.ms.us](mailto:cwilliams@city.jackson.ms.us)

**RE: Emergency SSES Services in Jackson, MS**

Mr. Williams:

In response to your request, Compliance EnviroSystems, LLC (CES) is pleased to provide you with a proposal for professional services on the above referenced project. The following sections are provided for your review:

1. Scope of Work
2. Fee Schedule
3. Deliverables
4. CES Standard Special Provisions

Please review these documents carefully. If you are in agreement, please sign where indicated. Upon receipt of your approval, we will schedule your project.

Thank you for the opportunity to submit this proposal. If selected, CES will provide our services at the highest professional level.

If you have any questions, please feel free to contact me by phone or e-mail at any time.

Respectfully Yours,

Marty Broussard  
Business Development  
*Compliance EnviroSystems, LLC*  
C: 225.678.7034  
[mbroussard@ces-sses.com](mailto:mbroussard@ces-sses.com)

**SCOPE OF WORK**

The scope of work includes Hourly SSES inspection services for the city of Jackson, MS.

**FEE SCHEDULE**

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	High Pressure Cleaning Truck and CCTV Van with Crew	45	DAY	\$5,500.00	\$247,500.00
<b>Estimated Project Total:</b>					<b>\$247,500.00</b>

**\*\* The above rate is an hourly port-to-port rate, meaning the clock starts when CES trucks leave the staging yard and the clock stops when CES trucks return to the staging yard. Please keep in mind, as with all subsurface projects, it is impossible to predict the conditions underground. With that said, the project duration could be substantially less or much longer than the time estimated to complete the project.**

**DELIVERABLES**

The standard electronic deliverable (all inspection videos, a database including coding information and inspection reports) will be submitted on an external USB 3.0 hard drive.

**ELECTRONIC DELIVERABLE CONTAINS:**

- Pipeline Assessment Certification Program (PACP) database with CCTV inspection videos (PACP Coded)
- PACP pipe rating index & PACP/MACP coding information
- Inspection reports in .PDF format and organized by line segment

**STANDARD SPECIAL PROVISIONS**

- The quantities shown in the fee schedule are estimates only. Actual quantities collected during field operations will be applied to the fee schedule in order to determine final costs.
- All manholes within the project area will be located and made accessible, at no cost to CES, by the Client. The Client shall facilitate physical, safe and legal access to manholes needed for deployment to the pipeline to be inspected. The Client shall open any sealed, vented or other non-standard manholes and reinstall and/or reseal them as necessary after the inspection is complete.
- Transmittal of this proposal in no way suggests, indicates or guarantees a timeline for mobilization.
- This proposal remains valid for 30 days.



**RE:Emergency SSES Services in Jackson, MS**

**Your signature will serve as Notice to Proceed on this project.**

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

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

# M E M O R A N D U M

Department of Public Works  
(601) 960-2090



**TO:** Mayor, Chokwe Antar Lumumba  
Mayor

**FROM:** Charles E. Williams Jr., P.E., PhD, Director/City Engineer  
Department of Public Works *Charles E. Williams Jr.*

**CC:** Erica, Thomas, Public Works Fiscal Officer

**DATE:** April 12, 2021

**RE:** Chronic Sanitary Sewer Overflows (Citywide)

---

The City of Jackson currently has over 1,000 sanitary sewer overflows within the City of Jackson Corporate Limits. The Department of Public Works believes the increase in sanitary sewer overflow is the result of trash, grease and debris within the sanitary sewer collection system. The City of Jackson Maintenance crews cannot perform the required cleaning maintenance to reduce the occurrence of Sanitary Sewer Overflows (SSO's). The sewer maintenance crews do not have the manpower or equipment to clean the sewer collection system. The Department of Public Works request this emergency be invoked to help clean the sewer collection system and additional appurtenances associated with the cleaning. The results of the clogged sewer main has contributed to raw sewer entering nearby streams and creeks violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with cleaning, repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City needs emergency assistance from a private contractor to help clean the sanitary sewer collection system. The Department of Public Works will use proceeds from Fund 372 to compensate the contractors.

The City does not have the personnel or equipment to adequately clean the sanitary sewer collection system in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, I recommend that the City enter into a repair contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

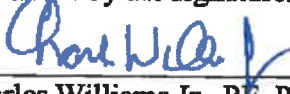
**DECLARATION OF EMERGENCY  
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

**I. REQUEST**

The City of Jackson has multiple calls for service due to sanitary sewer overflows within the City of Jackson Corporate limits discharging raw sewer into nearby creeks. The Department of Public Works believes the increase in sanitary sewer overflow is the result of trash, grease and debris within the sanitary sewer collection system. A number of residents have been plagued by raw sewer backing up in their homes and businesses creating health hazard resulting from sanitary sewer overflows. The results of the sanitary sewer overflows are a direct violation the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with cleaning of the sanitary sewer collection system. To minimize the impact of raw sewer continuing to discharge into nearby creeks and drainage channels. The City needs emergency assistance from a private contractor to help clean the sanitary sewer collection system.

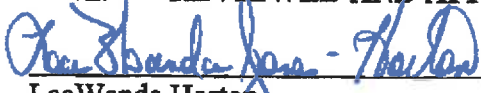
Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

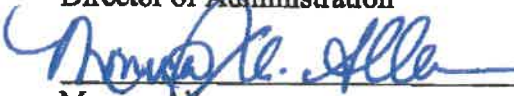
  
\_\_\_\_\_  
Charles Williams Jr., PE, PhD  
Director/City Engineer

4/19/21  
\_\_\_\_\_  
DATE


**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
LaaWanda Horton  
Director of Administration

4/19/2021  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Monica Allen  
Interim City Attorney

4/19/2021  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Marlin King  
Interim Chief Administrative Officer

4/19/2021  
\_\_\_\_\_  
DATE

### III. DECLARATION OF EMERGENCY

I hereby determine that raw sewer discharging on to properties and into nearby creeks and drainage channels constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said cleaning/repair and to purchase any materials required for the completion of the cleaning/repair.

Accordingly, this request is approved.

  
CHOKWE ANTAR LUMUMBA *met*  
Mayor

4/19/2021  
DATE

### III. DECLARATION OF EMERGENCY

I hereby determine that raw sewer discharging on to properties and into nearby creeks and drainage channels constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said cleaning/repair and to purchase any materials required for the completion of the cleaning/repair.

Accordingly, this request is approved.

  
\_\_\_\_\_  
CHOKWE ANTAR LUMUMBA  
Mayor

  
\_\_\_\_\_  
DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH KIMBERLY C. BANKS, ESQ., OF BANKS LAW & ASSOCIATES, LLC AND BRAD C. DAVIS, ESQ. OF WATKINS & EAGER PLLC, JACKSON, MISSISSIPPI, AS CO-BOND COUNSEL FOR THE CITY OF JACKSON, MISSISSIPPI TO ASSIST WITH THE VILLAGE AT LIVINGSTON PLACE ("TIF") BOND TRANSACTION AND RELATED MATTERS**

**WHEREAS**, on April 27, 2021, the governing authorities passed a Resolution declaring its intent to issue tax increment finance bonds for the infrastructure and other capital improvements for the Village at Livingston Place Project in an amount not to exceed three million, three hundred thousand dollars (\$3,300,000); and

**WHEREAS**, the City of Jackson desires specialized legal expertise in the area of tax increment financing as set forth in Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended; and

**WHEREAS**, the City of Jackson is in receipt of a Proposal and Letter of Engagement which set forth the scope of the engagement and specify responsibilities between Kimberly C. Banks, Esq., of Banks Law & Associates, LLC, and Brad Davis, Esq. of Watkins & Eager PLLC as Co-Bond Counsel in connection with the proposed issuance by the City of the Tax Increment Financing Revenue Bonds for the Village at Livingston Place Project (the "Project"); and

**WHEREAS**, Co-Bond Counsel have the expertise and ability to represent the City of Jackson in aspects of the development and execution of the proposed tax increment financing for the Project, with an understanding of tax, public and private partnerships and finance, real estate development, administrative law, and government relations to provide the City with advice and counsel; and

**WHEREAS**, Co-Bond Counsel are willing to perform work related to developing the Project and issuing tax increment financing revenue bonds for the Project; and

**WHEREAS**, Co-Bond Counsel will perform services for the City at a fee not to exceed 1.5% of the principal amount of the tax increment financing revenue bonds actually issued in connection with the Project, with fees in the amount of one-third of the maximum principal amount of the tax increment financing revenue bonds approved in the tax increment financing plan due upon approval of the tax increment financing plan for the Project, creation of the tax increment financing district for the Project, execution and delivery of the development and reimbursement agreement for the Project, and delivery of the approved and filed interlocal agreement for the Project, with the remainder due at the closing of the tax increment financing revenue bonds plus expenses.

**IT, IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the Letter of Engagement to retain Kimberly C. Banks, Esq. of Banks Law & Associates, LLC and Brad C. Davis, Esq. of Watkins & Eager PLLC, Jackson, Mississippi, as Co-Bond Counsel, to provide legal services in the area of tax increment financing for the Village at Livingston Place Project at a fee not to exceed 1.5% of the principal amount of the tax increment financing revenue bonds actually issued in connection with the Project, with fees in the amount of one-third of the maximum principal amount of the tax increment financing revenue bonds approved in the tax increment financing plan due upon approval of the tax increment financing plan for the Project, creation of the tax increment financing district for the Project, execution and delivery of the development and reimbursement agreement for the Project, and delivery of the approved and filed interlocal agreement for the Project, with the remainder due at the closing of the tax increment financing revenue bonds plus expenses.

Agenda Item No. 20  
Agenda Date: May 11, 2021  
(Allen, Lumumba)

**Item No:**

**Date:** May 11, 2021

**By:** (Allen, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     5/11/2021  
Date

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH KIMBERLY C. BANKS, ESQ., OF BANKS LAW &amp; ASSOCIATES, LLC AND BRAD C. DAVIS, ESQ. OF WATKINS &amp; EAGER PLLC, JACKSON, MISSISSIPPI, AS CO-BOND COUNSEL FOR THE CITY OF JACKSON, MISSISSIPPI FOR THE VILLAGE AT LIVINGSTON PLACE ("TIF") BOND TRANSACTION AND RELATED MATTERS</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Initiatives 4, 5, 6, and 7
3.	<b>Who will be affected</b>	All City of Jackson residents.
4.	<b>Benefits</b>	Cleaning of these properties will remove threats to the health, safety and welfare of surrounding residents and visitors to the City while enhancing the neighborhoods.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contract.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 3
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Office of the City Attorney
8.	<b>COST</b>	TIF – Issuance of bond
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Bond Proceeds
10.	<b>EBO participation</b>	ABE _____%     WAIVER    yes ___ no ___     N/A _____ AABE _____%    WAIVER    yes ___ no ___     N/A _____ WBE _____%     WAIVER    yes ___ no ___     N/A _____ HBE _____%     WAIVER    yes ___ no ___     N/A _____ NABE _____%    WAIVER    yes ___ no ___     N/A _____



**MEMORANDUM**

**To:** Chokwe A. Lumumba, Mayor  
**From:** Monica D. Allen, City Attorney  
**Date:** May 4, 2021  
**Subject:** Agenda Item for City Council Meeting

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On April 27, 2021, the governing authorities authorized a Resolution declaring its intent to issue tax increment finance bonds for the infrastructure and other improvements for the Village at Livingston Place Project in an amount not to exceed three million, three hundred thousand dollars (\$3,300,000). Thereafter, the Office of the City Attorney received a proposal and Letter of Engagement from Kimberly C. Banks, Esq., of Banks Law & Associates, LLC, and Brad Davis, Esq. of Watkins & Eager PLLC proposing a co-bond counsel arrangement in connection with the proposed issuance by the City of the Tax Increment Financing Revenue Bonds for the Village at Livingston Place Project.

As part of the Proposal and Letter of Engagement, co-bond counsel has proposed to review and draft documents associated with the development and approval of the Tax Increment Financing Plan, the creation of the Tax Increment Financing District for the Project, the authorization, execution, and filing of the Interlocal Agreement for the Project, the authorization and execution of the Development and Reimbursement Agreement for the Project, and the issuance of the Bonds for the Project. They are requesting a fee not to exceed 1.5% of the maximum principal amount of the Bonds actually issued, with fees in the amount of one-third of the maximum principal amount of the Bonds approved in the TIF Plan due and payable when the TIF Plan is finalized and approved, the TIF District is validly created, the Interlocal Agreement is approved and filed, and the Development Agreement is executed and delivered, plus expenses.

The Office of the City Attorney has reviewed the Proposal and the Letter of Engagement and recommends that the City accept the proposal and the fee arrangement included therein.

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

## **OFFICE OF THE CITY ATTORNEY**

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**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH KIMBERLY C. BANKS, ESQ., OF BANKS LAW & ASSOCIATES, LLC AND BRAD C. DAVIS, ESQ. OF WATKINS & EAGER PLLC, JACKSON, MISSISSIPPI, AS CO-BOND COUNSEL FOR THE CITY OF JACKSON, MISSISSIPPI TO ASSIST WITH THE VILLAGE AT LIVINGSTON PLACE ("TIF") BOND TRANSACTION AND RELATED MATTERS is legally sufficient for placement in NOVUS Agenda.**

**/S/Monica D. Allen, City Attorney**  
**Chandra Gayten, Deputy City Attorney** CG

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

OFFICE OF THE CITY ATTORNEY  
CG



OFFICE OF THE CITY ATTORNEY  
JWA  
5/3/2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED ENGAGEMENT AGREEMENT WITH SAMUEL L. BEGLEY OF THE BEGLEY LAW FIRM, PLLC, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN SAMUEL L. BEGLEY AS SPECIAL COUNSEL TO THE OFFICE OF THE CITY ATTORNEY FOR CERTAIN CIVIL LITIGATION MATTERS.**

**WHEREAS**, the Office of the City Attorney is continuing to move forward with several civil litigation matters; and

**WHEREAS**, the Office of the City Attorney desires to continue to engage with Attorney Samuel L. Begley, who is willing to continue to act as independent counsel to the Office of the City Attorney; and

**WHEREAS**, Samuel L. Begley, Esquire, of the Begley Law Firm, PLLC, possesses the requisite legal expertise, experience, and knowledge to assist the Office of the City Attorney with complicated civil litigation matters and is currently co-counsel of record in said matters; and

**WHEREAS**, Samuel L. Begley, Esquire, of the Begley Law Firm, PLLC, is willing to continue to perform work to include the following scope of engagement:

- to serve as counsel to assist the City in litigating several civil litigation matters that involve either multiple parties or large amounts of money, or lengthy trials, or complex civil legal issues, or sensitive matters, or any combination thereof, as determined by the City Attorney;
- to review said complex cases to determine the key issues and best litigation strategy and course to take; and
- to assess other options and evaluate whether a settlement, mediation, or some other avenue is best for the City; and

**WHEREAS**, Samuel Begley's current engagement agreement with the City expires on September 30, 2021 at a fee not to exceed Forty Thousand Dollars (\$48,000); and

**WHEREAS**, said fees are almost completely expended; and

**WHEREAS**, additional fees are required to continue the engagement with Samuel L. Begley, Esquire, of the Begley Law Firm, PLLC in an amount not to exceed Thirty Thousand Dollars (\$30,000) for the remaining term of the subject engagement letter; and

**WHEREAS**, Samuel L. Begley will continue to provide the City with monthly invoices and itemized statements of work performed.

**IT IS, THEREFORE, ORDERED** that the Mayor of the City of Jackson, Mississippi, is authorized to execute an amended engagement letter to continue the retainage of the independent legal counsel of the Begley Law Firm, PLLC, specifically Samuel L. Begley, Esquire, to provide legal services to assist the city in litigating several matters that involve either multiple parties or large amounts of money, or lengthy trials, or complex civil legal issues, or sensitive matters, or any combination thereof, as determined by the City Attorney; to review said complex cases to determine the key issues and best litigation strategy and course to take; and to assess other options

Agenda Item No. 21  
Agenda Date: May 11, 2021  
(Allen, Lumumba)

and evaluate whether a settlement, mediation or some other avenue is best for the City, for the same term period with additional fees not to exceed Thirty Thousand Dollars (\$30,000.00).

**(ALLEN, LUMUMBA)**





## MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**FROM:** Monica D. Allen  
Office of the City Attorney

**DATE:** May 3, 2021

**RE:** Agenda Item – Services of Samuel L. Begley, Esquire, on behalf of Begley Law Firm, PLLC

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The purpose of this agenda item is to request additional funds concerning the services of Samuel L. Begley, Esquire, on behalf of Begley Law Firm, PLLC, that will be performed to assist the Office of the City Attorney in litigation certain civil litigation cases.

The Begley Law Firm engagement shall include but not limited to, serving as legal counsel to assist the City in litigating several litigation matters that involved either multiple parties or large amounts of money, or lengthy trials, or complex civil legal issues, or any combination thereof, as determined by the City Attorney, to review the above-referenced complex cases to determine the key issues and best litigation strategy and course to take; and to assess other options and evaluate whether a settlement, mediation, or some other avenue is best for the City. Attorney Fees will not exceed \$30,000.

If you have questions, please do not hesitate to contact my office.

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

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED ENGAGEMENT AGREEMENT WITH SAMUEL L. BEGLEY OF THE BEGLEY LAW FIRM, PLLC, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN SAMUEL L. BEGLEY AS SPECIAL COUNSEL TO THE OFFICE OF THE CITY ATTORNEY FOR CERTAIN CIVIL LITIGATION MATTERS.</b>																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
<b>3. Who will be affected</b>	N/A																																													
<b>4. Benefits</b>	N/A																																													
<b>5. Schedule (beginning date)</b>	Upon Approval by council																																													
<b>6. Location:</b> • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	N/A																																													
<b>7. Action implemented by:</b> • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Office of the City Attorney																																													
<b>8. COST</b>	Not to exceed \$30,000																																													
<b>9. Source of Funding</b> • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>																																														
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						





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

OFFICE OF THE CITY ATTORNEY  
5/3/2024

## **OFFICE OF THE CITY ATTORNEY**

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED ENGAGEMENT AGREEMENT WITH SAMUEL L. BEGLEY OF THE BEGLEY LAW FIRM, PLLC, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN SAMUEL L. BEGLEY AS SPECIAL COUNSEL TO THE OFFICE OF THE CITY ATTORNEY FOR CERTAIN CIVIL LITIGATION MATTERS** is legally sufficient for placement in NOVUS Agenda.

  
Monica D. Allen, Interim City Attorney

5/3/2024  
Date





RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DENOUNCING  
THE USE OF THE STATE FAIRGROUNDS PROPERTY IN THE  
CITY OF JACKSON TO THE DETRIMENT OF TE HEALTH, WELFARE AND SAFETY  
OF THE CITIZENS OF THE CITY OF JACKSON

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

WHEREAS, the State of Mississippi has continued to allow the state fairgrounds to be used for gun shows while the City of Jackson is experiencing Record-breaking gun violence and unprecedented numbers of killings by gun violence; and

WHEREAS, the state fairgrounds is the place where the harm of a teen who was shot by a stray bullet on the state fairgrounds with no action to help the teen or his family by the State of Mississippi; and

WHEREAS, the Jackson City Council by the passage of this Resolution seeks to address the manner in which the State of Mississippi is not a good neighbor in the operation of the state fairgrounds to hold gun shows and to failure to help a teen injured by gun violence while on the state fairgrounds.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby denounces the use of the state fairgrounds property in the City of Jackson to the detriment of the health, welfare and safety of the citizens of the City of Jackson.

SO RESOLVED, this the \_\_\_\_\_ day of May, 2021.

Agenda Item No. 22  
Date: May 11, 2021  
BY: STOKES



**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF AND  
HONOR TO REVEREND SHIRLEY HARRINGTON  
FOR FORTY VIBRANT YEARS IN THE CIVIL RIGHTS JOURNEY**

**WHEREAS**, the City Council of Jackson, Mississippi, in its tradition, highly commends persons in our community who advance quality of life for humankind; and

**WHEREAS**, *Reverend Shirley Harrington*, firstborn daughter of Mr. J.B. and Mrs. Stella Harrington, was destined with a “*rightful*” place in the Civil Rights Journey; her three younger siblings: Orbra, Jerome and Darrell bear witness to this truth as their parents were precursors; and

**WHEREAS**, the family was active in Cade Chapel Missionary Baptist Church, PTA, the NAACP Jackson movement and the Democratic Party; the first blacks elected to the Hinds County Democratic Caucus in the early 1960’s, Shirley’s parents stamped their places in history; following the death of Medgar Evers, the young *Shirley* became an activist, youth leader, Youth Council President, winning youth representative to the national NAACP Board of Directors; additionally, under voluntary desegregation, she was one of the first Blacks to graduate Provine High School in 1967; further, she is a 2001 Lincoln University (PA) graduate with a Masters of Human Services degree; and

**WHEREAS**, we rejoice for her numerous firsts: first African American hired in MS at the National Weather Service, Climatology Division, Department of Commerce; following her transfer to EEOC, first woman to head the seven-state EEOC Local 3599 AFGE Union; elected as National Secretary-Treasurer, National Council of Locals #315, serving on the negotiations team for the first contract under the new Civil Service Reform Act; *Reverend Harrington* wrote the rights of federal government employees provision for the 1979 contract; and

**WHEREAS**, *Reverend Harrington* joined her sister, Orbra Harrington Porter, as CEO to form Watson, Porter, & Associates, a small women-owned business that promoted other small businesses along with conducting feasibility studies for school districts and many other entities; later she joined Carol Robinson to form Robinson-Watson Book Company where they published the annual minority business directory; and

**WHEREAS**, in 1981, she became a candidate under the City Commissioner form of government, winning the Democratic Party Primary; losing the June general election, she ran again in the special election, 1984, upon the resignation of Nielsen Cochran; Senator Henry Kirksey then declared that *Shirley’s* race was proof that a Black person could not get elected when voting is divided strictly along racial lines; in 1985, the city of Jackson adopted the new Ward System government with a Mayor; and

**WHEREAS**, *Reverend Harrington* served as a Presidential appointee in the Clinton Administration, Department of Veterans Affairs; her career tenure is extensive: educator, trainer in grassroots organizing, community servant- - wellness and health care, environment, clean water, job and housing equity; she presently chairs the Board for the H Group Foundation, preparing the next generation of leaders.

**THEREFORE, BE IT RESOLVED**, that the City Council of Jackson, Mississippi stands with her children: Marquita, Lynnita and Arthur, Jr.; grandchildren and great grandchildren, in highest support of and honor to *Reverend Shirley Harrington* on forty (40) years in the Civil Rights journey.

SO RESOLVED, this the 11<sup>th</sup> day of May, 2021.

Agenda Item No.23  
Agenda Date: May 11, 2021  
(Stokes)



**ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Victor Allen is a suitable person to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Victor Allen shall be appointed to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Victor Allen upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

**IT IS HEREBY ORDERED** that the compensation to be paid Victor Allen upon commencement of service as Chief Deputy Clerk of Council shall be \$49,000.00 excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that Victor Allen's tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Victor Allen as Chief Deputy Clerk of the Council.

**IT IS FINALLY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Victor Allen as Chief Deputy Clerk of the Council.

Agenda Item No. 24

May 11, 2021

(Jackson City Council)

