



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

**April 27, 2021**

**AGENDA**

**10:00 AM**

**REVISED**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

- PASTOR KARL TWYNER - SHEKINAH GLORY BAPTIST CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

- NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
- ORDER ACCEPTING THE BID OF SOCRATES GARRETT ENTERPRISES FOR THE DEMOLITION OF JTRAN FACILITY LOCATED AT 1023 (25) UNIVERSITY BOULEVARD, APPLE RIDGE SHOPPING CENTER LOCATED AT 2851 MCFADDEN ROAD AND RED ROOSTER INN LOCATED AT 988 FLAG CHAPEL ROAD, FOR COMMUNITY IMPROVEMENT DEMOLITION PROJECT 2021.02: MULTI-PARCEL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS TO DEMOLISH STRUCTURES AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 165-1, 211-5, AND 803-30-3. - \$161,480.00. (WARDS 5, 6, 2) (HILLMAN, LUMUMBA)**
- ORDER ACCEPTING PAYMENT OF \$1,172.04 FROM ALFA INSURANCE CORPORATION ON BEHALF OF ITS INSURED {SHIRLEY & KOURTNEY HARDEN} AS A PROPERTY DAMAGE SETTLEMENT. (ALLEN, LUMUMBA)**
- ORDER ACCEPTING PAYMENT OF \$1,030.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {KALVIN WESTBROOK} AS A PROPERTY DAMAGE SETTLEMENT. (ALLEN, LUMUMBA)**

**INTRODUCTION OF ORDINANCES**

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

7. **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RENAMING ELLIS AVENUE, FROM INTERSTATE 20 TO WEST CAPITOL STREET, TO BOBBY RUSH BOULEVARD. (BANKS)**

**REGULAR AGENDA**

8. **CLAIMS (HORTON, LUMUMBA)**
9. **PAYROLL (HORTON, LUMUMBA)**
10. **ORDER AUTHORIZING THE CITY CLERK, AND FINANCE AND ADMINISTRATION DIRECTOR TO EXECUTE THE FINAL DRAW OF THE REMAINING PROCEEDS OF THE \$7,000,000.00 CITY OF JACKSON, MISSISSIPPI TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019 (2019 EMERGENCY LOAN) (ALL WARDS) (HORTON, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC. (HORTON, LUMUMBA)**
12. **ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH METRIX SOLUTIONS FOR PURE STORAGE MAINTENANCE. (HORTON, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR ONE (1) LEXMARK XC4240 AT A COST OF \$66.33 PER MONTH RENTAL WITH ALL PAGES BILLED AT \$0.018 PER B/W AND \$0.079 PER COLOR PAGE TO BE UTILIZED IN THE COURT ADMINISTRATOR'S OFFICE, INCLUDING PARTS, LABOR, DRUMS, DEVELOPER AND TONER. (HORTON, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER FROM BRUNO & TERVALON LLP FOR SAID FIRM TO PROVIDE ACCOUNTING SERVICES. (HORTON, LUMUMBA)**
15. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MARLIN KING AS CHIEF ADMINISTRATIVE OFFICER, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
16. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MONICA DAVIS ALLEN AS CITY ATTORNEY, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
17. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING A MATCHING GRANT TO SOUTHWESTERN ATHLETIC CONFERENCE FOR THE DEVELOPMENT AND PROMOTION OF THE ARTS. (LUMUMBA)**
18. **ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM CITY JACKSON FUND BALANCE TO COVER EXPENSES INCURRED DUE TO THE EMERGENCIES CAUSED BY COVID-19 DETECTION, PREVENTION, AND STRATEGIES IMPLEMENTED BY THE CITY. (SANDERS, LUMUMBA)**

19. **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES A COMMODITIES PURCHASED FOR THE PURPOSE OF URGENTLY ADVANCING, THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE CITY OF JACKSON DURING THE WINTER WEATHER STORM 2021 FROM VENDORS. (SANDERS, LUMUMBA)**
20. **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC. (SANDERS, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2022 MISSISSIPPI OFFICE OF HIGHWAY SAFETY (MOHS) GRANT APPLICATION ADMINISTERED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, IN THE AMOUNT OF \$406,801.00. (DAVIS, LUMUMBA)**
22. **ORDER AUTHORIZING THE SUBMISSION OF THE SHUTTERED VENUE OPERATORS GRANT APPLICATION THROUGH THE U.S. SMALL BUSINESS ADMINISTRATION FOR THALIA MARA HALL. (KIDD, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR A KONICA MINOLTA BIZHUB (3) C300I, (2) C360I, (2) C450I COPIER/PRINTER SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES. (KIDD, LUMUMBA)**
24. **ORDER PROPOSING A SPLASH PAD FEE FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS & RECREATION. (WARD 2) (HARRIS, LUMUMBA)**
25. **ORDER ACCEPTING THE DONATION OF FUNDS (\$3,359.20) TO PURCHASE A LAWNMOWER TO BE USED IN THE PARKS & RECREATION MAINTENANCE DIVISION. (WARD 7) (HARRIS, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK JUNIOR GOLF CLINIC, INC., FOR USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE AND THE GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER DUTCH WELCH DRIVE. (WARDS 3 & 4) (HARRIS, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE MISSISSIPPI YOUTH SPORTS ASSOCIATION, INC. (MYSA) FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT FOREST HILL PARK, 1344 MCCLUER ROAD, JACKSON, MISSISSIPPI. (WARD 6) (HARRIS, LUMUMBA)**

28. **ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX, LOCATED NEAR 105 EAST PASCAGOULA STREET, ON JUNE 19, 2021 AT A COST OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00). (WARD 7) (HARRIS, LUMUMBA)**
29. **ORDER AMENDING ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY FOR AUGUST 1, 2020 THROUGH OCTOBER 15, 2020, AUTHORIZING PAYMENT FOR SAID SERVICES. (HARRIS, LUMUMBA)**
30. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING JACKSON STATE UNIVERSITY'S APPLICATION TO BLOOMBERG PHILANTHROPIES FOR AN ASPHALT ART INITIATIVE GRANT FOR FUNDING TO IMPROVE STREET SAFETY AND REVITALIZE ITS PUBLIC SPACE. (HILLMAN, LUMUMBA)**
31. **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (HILLMAN, LUMUMBA)**
32. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF JACKSON, MISSISSIPPI (1) DECLARING SUPPORT FOR A PERMANENT SUPPORTIVE HOUSING – AFFORDABLE HOUSING PROGRAM GRANT APPLICATION WITH THE FEDERAL HOME LOAN BANK OF DALLAS SUBMITTED BY JACKSON RESOURCE CENTER IN PARTNERSHIP WITH HOPE FEDERAL CREDIT UNION AND (2) EXPRESSING THAT THE PERMANENT SUPPORTIVE HOUSING PROJECT SUPPORTS THE CITY OF JACKSON'S COMMUNITY REVITALIZATION EFFORTS. (HILLMAN, LUMUMBA)**
33. **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. (HILLMAN, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND**

**MAINTENANCE FACILITY (JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION. (HILLMAN, LUMUMBA)**

- 35. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR CAPITAL, OPERATING AND PLANNING ASSISTANCE IN THE AMOUNT OF \$2,880,470.00 AND SECTION 5339 BUS AND BUS FACILITIES FORMULA GRANT IN THE AMOUNT OF \$299,168.00. (HILLMAN, LUMUMBA)**
- 36. ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE 24" WATER MAIN REPAIR EMERGENCY (WARD 7) (WILLIAMS, LUMUMBA)**
- 37. ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION MAIN SILAS BROWN STREET TO I-20. (WILLIAMS, LUMUMBA)**
- 38. ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE WATER MAIN EMERGENCY REPAIR PASCAGOULA STREET & LAMAR STREET. (WARD 7) (WILLIAMS, LUMUMBA)**
- 39. ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE FIRE HYDRANT REPAIR ON OLD BYRAM ROAD. (WILLIAMS, LUMUMBA)**
- 40. ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF JACKSON, MISSISSIPPI TO ADVERTISE, LET, MANAGE, AND PERFORM CONSTRUCTION ENGINEERING FOR THE WOODROW WILSON AVENUE IMPROVEMENTS PROJECT. (WARD 7) (WILLIAMS, LUMUMBA)**
- 41. ORDER ACCEPTING AN IN-KIND DONATION OF DEBRIS REMOVAL FROM PDT LOGISTICS LLC AND AUTHORIZING THE MAYOR TO EXECUTE A VERIFICATION LETTER. (WILLIAMS, LUMUMBA)**
- 42. RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE. (WILLIAMS, LUMUMBA)**
- 43. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF SIMMONS EROSION CONTROL, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE BARR SAFE ROUTES TO SCHOOL PROJECT,**

**FEDERAL AID PROJECT NUMBER SRPS-0250-00(051) LPA/105812. (WARD 5)  
(WILLIAMS, LUMUMBA)**

- 44. ORDER AMENDING THE CITY COUNCIL ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND OFFICE OF THE CITY PROSECUTOR. (ALLEN, LUMUMBA)**
- 45. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF “ JOHNNY YOUNG V. CITY OF JACKSON, MISSISSIPPI” IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CIVIL ACTION NO.: 19-714. (ALLEN, LUMUMBA)**
- 46. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (STAMPS)**

**DISCUSSION**

- 47. DISCUSSION: DRAG RACING (FOOTE)**
- 48. DISCUSSION: SPEED BUMPS (STOKES)**
- 49. DISCUSSION: CODE ENFORCEMENT (COMMUNITY IMPROVEMENT) (STOKES)**
- 50. DISCUSSION: JACKSON FIRE DEPARTMENT (STAMPS)**
- 51. DISCUSSION: EPA (LUMUMBA)**
- 52. DISCUSSION: LEGAL SETTLEMENT (LUMUMBA)**
- 53. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

**ORDER ACCEPTING THE BID OF SOCRATES GARRETT ENTERPRISES FOR THE DEMOLITION OF JTRAN FACILITY LOCATED AT 1023 (25) UNIVERSITY BOULEVARD, APPLE RIDGE SHOPPING CENTER LOCATED AT 2851 MCFADDEN ROAD AND RED ROOSTER INN LOCATED AT 988 FLAG CHAPEL ROAD, FOR COMMUNITY IMPROVEMENT DEMOLITION PROJECT 2021.02: MULTI-PARCEL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS TO DEMOLISH STRUCTURES AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 165-1, 211-5, AND 803-30-3. - \$161,480.00. (WARDS 5, 6, 2)**

WHEREAS, on March 3, 2020 and November 24, 2020 the Jackson City Council approved resolutions declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearings held on January 14, 2020 and November 3, 2020 for Case Nos. 2019-1611 and 2020-1459, located in Wards 2 and 6 of the City of Jackson; and

WHEREAS, the City of Jackson owns the old JTran building located at 1023 (25) University Boulevard, Parcel Number 165-1, Ward 5, Case No. 2021-1081; and

WHEREAS, said properties must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development solicited bids from vendors to perform professional services to remedy the conditions at JTRAN, Apple Ridge Shopping Center and Red Rooster Inn; and

WHEREAS, on March 23, 2021 the City of Jackson received eleven (11) sealed bids for demolition and cleaning of Parcel Nos.: 165-1, 211-5 and 803-30-3; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises has submitted the lowest and best bid to perform the professional services for the sum of \$161,480.00; and

WHEREAS, the Department of Planning and Development recommends that the City accept the bid of Socrates Garrett Enterprises as the best and lowest bid and authorize the mayor to execute the contract and related documents.

**IT IS, THEREFORE, ORDERED** that the bid of Socrates Garrett Enterprises in the amount of \$161,480.00 is accepted as the lowest and best bid and the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises to demolish and remove remains of dilapidated structures, leaving slabs and parking lots intact, backfill and compact swimming pools (removing all loose debris), remove all trash and refuse, overgrown vegetation, and any other items to ensure properties are clear and free of any and all health hazards; and cut grass and weeds, for parcels 165-1, 211-5 and 803-30-3 located at 1023 25 University Blvd, 2851 McFadden Rd., and 988 Flag Chapel Rd, for an amount not to exceed \$161,480.00; said bid and the specifications are placed on file with the Department of Planning and Development Department, Community Improvement Division, Room 331 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Consent Agenda Item No. 3  
Agenda Date: April 27, 2021  
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/27/2021

Date

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	ORDER ACCEPTING THE BID OF SOCRATES GARRETT ENTERPRISES FOR THE DEMOLITION OF JTRAN FACILITY LOCATED AT 1023 (25) UNIVERSITY BOULEVARD, APPLE RIDGE SHOPPING CENTER LOCATED AT 2851 MCFADDEN ROAD AND RED ROOSTER INN LOCATED AT 988 FLAG CHAPEL ROAD, FOR COMMUNITY IMPROVEMENT DEMOLITION PROJECT 2021.02: MULTI-PARCEL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS TO DEMOLISH STRUCTURES AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 165-1, 211-5, AND 803-30-3. - \$161,480.00. (WARDS 5, 6, 2)																																													
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 2, 4, 5, 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> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	Wards 2, 5 & 6																																													
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning and Development, Community Improvement Division																																													
8.	<b>COST</b>	\$161,480.00																																													
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Fund 384  384-40193-6419																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							





# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 4/5/2021**

**Re: Agenda Item**

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The attached agenda item is an Order requesting that the Mayor accept the bid of Socrates Garrett Enterprises and execute a contract with the same for the demolition of structures and cleaning of parcels declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

We respectfully request that you authorize acceptance of the bid and execution of the contract for Community Improvement Demo Project 2021.02: Multi-Parcel.

Thank you for your prompt consideration in this matter.



**COMMUNITY IMPROVEMENT DIVISION  
CERTIFIED BID TABULATION FORM**

Project #: 2021.02	Bid Date: 03/23/2021	Time: 3:30 P.M.
Project Title: Community Improvement Demo Project 2021.02; MULTI-PARCEL		

Contractor	Bid
<b>1. LaLee Trucking, LLC</b>	
COR #N/A	JTRAN \$N/A
	APPLE RIDGE \$N/A
*EBO Plan included? Yes	RED ROOSTER \$47,430.00
	(TOTAL: \$47,430.00)
<b>2. 3 Squares Investments, LLC</b>	
COR # N/A	JTRAN \$N/A
	APPLE RIDGE \$N/A
*EBO Plan included? Yes	RED ROOSTER \$46,000.00
	(TOTAL: \$46,000.00)
<b>3. R &amp; C Services, LLC</b>	
COR # <u>23306-SC</u>	JTRAN \$161,040.00
	APPLE RIDGE \$340,000.00
*EBO Plan included? Yes	RED ROOSTER \$40,000.00
	(TOTAL: \$541,040.00)
<b>4. McDevitt Enterprise, LLC</b>	
COR # <u>20038-MC</u>	JTRAN \$170,928.86
	APPLE RIDGE \$267,074.64
*EBO Plan included? Yes	RED ROOSTER \$38,979.00
	(TOTAL: \$476,983.50)
	(Correction: \$476,982.50)
<b>5. Advanced Environmental Consultants, Inc.</b>	
COR # <u>11761-SC</u>	JTRAN \$265,000.00
	APPLE RIDGE \$235,000.00
*EBO Plan included? Yes	RED ROOSTER \$32,000.00
	(TOTAL: \$532,000.00)

*\*Required Equal Business Opportunity Plan must be submitted along with sealed bid.*

Project #: 2021.02	Bid Date: 03/23/2021	Time: 3:30 P.M.
Project Title: Community Improvement Demo Project 2021.02: MULTI-PARCEL		

Contractor	Bid
<b>6. M And M Services, Incorporated</b>	
COR # <u>10086-SC</u>	JTRAN \$119,000.00
*EBO Plan included? Yes	APPLE RIDGE \$217,480.00
	RED ROOSTER \$48,000.00
	(TOTAL: \$384,480.00)
<b>7. Clayborn Construction, LLC</b>	
COR # <u>23139-SC</u>	JTRAN \$85,000.00
*EBO Plan included? Yes	APPLE RIDGE \$225,000.00
	RED ROOSTER \$15,000.00
	(TOTAL: \$325,000.00)
<b>8. Four Seasons Enterprises, LLC</b>	
COR # <u>19997-MC</u>	JTRAN \$235,000.00
*EBO Plan included? Yes	APPLE RIDGE \$375,000.00
	RED ROOSTER \$19,500.00
	(TOTAL: \$629,500.00)
<b>9. Socrates Garrett Enterprises, Inc.</b>	
COR # <u>12805-MC</u>	JTRAN \$46,480.00
*EBO Plan included? Yes	APPLE RIDGE \$99,000.00
	RED ROOSTER \$16,000.00
	(TOTAL: \$161,480.00)
<b>10. Washington County Properties, LLC DBA Gear's Construction</b>	
COR # <u>23543-MC</u>	JTRAN \$175,000.00
*EBO Plan included? Yes	APPLE RIDGE \$225,000.00
	RED ROOSTER \$48,000.00
	TOTAL: \$448,000.00
<b>11. Anderson Environmental Services</b>	
COR # <u>14238-MC</u>	JTRAN \$130,481.77
*EBO Plan included? Yes	APPLE RIDGE \$296,549.48
	RED ROOSTER \$28,468.75
	(TOTAL: \$455,500.00)

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

  
 (Authorized Signature)

3/25/21  
 (Date)

\*Required Equal Business Opportunity Plan must be submitted along with sealed bid.

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 3, 2020 10:00 A.M.

511

The following individuals provided public comments during the meeting:

- **Enoch Sanders** expressed concerns regarding more pay for police officers and the need for a new jail.
- **Joann Bland-Wilson** expressed concerns regarding sewer backup at 1134 Dardendale Drive.
- **Shirley Thomas** expressed concerns regarding Autumn Woods Neighborhood water and sinkhole issues.
- **Charles Watson** expressed concerns regarding Carolwood Drive sinkholes issues in backyard.
- **Lee Bernard** expressed concerns regarding clean-up on city properties located on Forest Hill Rd and Lakeshore Drive.
- **C.J. Bolton** expressed concerns regarding Autumn Woods Neighborhood water and sinkhole issues.
- **Pam Bedford** expressed concerns regarding justice of a criminal incident that occurred.

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**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 14, 2020 FOR THE FOLLOWING CASES:**

2019-1530	2019-1553	2019-1568	2019-1577	2019-1594	2019-1604
2019-1531	2019-1556	2019-1569	2019-1578	2019-1587	2019-1595
2019-1535	2019-1562	2019-1570	2019-1579	2019-1588	2019-1596
2019-1536	2019-1563	2019-1571	2019-1580	2019-1589	2019-1598
2019-1550	2019-1564	2019-1573	2019-1582	2019-1590	2019-1599
2019-1551	2019-1565	2019-1575	2019-1583	2019-1591	2019-1602
2019-1552	2019-1567	2019-1576	2019-1585	2019-1593	2019-1603
2019-1606	2019-1607	2019-1609	2019-1611	2019-1612	

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

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

**WHEREAS**, hearings were held on January 14, 2020; and

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

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

- 1) **Case #2019-1530: Parcel #636-326 located at 315 Country Club Drive:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 3, 2020 10:00 A.M.

512

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

2) **Case #2019-1531: Parcel #802-228 located at 110 Flag Chapel Circle:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

3) **Case #2019-1535 Parcel #728-83 located at 953 Witsell Road:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

4) **Case #2019-1536: Parcel #522-536 located at 732 Witsell Road:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

5) **Case #2019-1550: Parcel #407-238 located at 1370 Weeks Street:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

6) **Case #2019-1551: Parcel #407-237 located at 1364 Weeks Street:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

7) **Case #2019-1552: Parcel #407-235 located at 1354-56 Weeks Street:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

8) **Case #2019-1553: Parcel #309-264 located at 374 Broadview Street:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 4

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 3, 2020 10:00 A.M.**

518

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

45) Case #2019-1609: Parcel #517-72 located at 322 Lawrence Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

46) Case #2019-1611: Parcel #803-30-3 located at 988 Flag Chapel Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 2

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

47) Case #2019-1612: Parcel #634-38 located at 1125 Raymond Road (Buildings 1-17): No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1,500.00. Ward 6

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

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes moved adoption; President Lindsay seconded.**

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

Nays- None.

Absent- None.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the Municipal Clerk Department of the City of Jackson, Mississippi.

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**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, NOVEMBER 24, 2020 10:00 A.M.**

181

**BE IT REMEMBERED** that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on November 24, 2020, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

**Present:** Council Members: Aaron Banks, Council President, Ward 6; Charles Tillman, Vice President, Ward 5; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; De'Keither Stamps (Via Teleconference), Ward 4; Virgi Lindsay, Ward 7. Directors: Dr. Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council; John W. Carroll, Sr., Chief Deputy Clerk of Council; and Monica Allen, Special Assistant to the City Attorney.

**Absent:** None.

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The meeting was called to order by **President Aaron Banks**.

\*\*\*\*\*

The invocation was offered by **Rev. Calvin Day** of **St. John M.B. Church** (via teleconference).

\*\*\*\*\*

The Council recited the **Pledge of Allegiance**.

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The following individuals provided public comments during the meeting:

- **Lee Bernard** spoke on Agenda Item No. 6, and expressed concerns regarding the cleaning of dilapidated properties in the City of Jackson.
- **Candace Abdul-Tawwab** expressed concerns regarding Agenda Item No. 52.
- **Clodis Yarber** expressed concerns regarding flooding in the Willow Wood Subdivision.
- **James Baker** expressed concerns regarding speeding on J.R. Lynch Street, and requested speed bumps in the area.
- **Avery Cahee** expressed concerns regarding the upkeep of the Charles Tisdale Library.

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

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

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

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

**WHEREAS**, hearings were held on November 3, 2020; and

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, NOVEMBER 24, 2020 10:00 A.M.**

**182**

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

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

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

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

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

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

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

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

- 4) **Case #2020-1442: Parcel #153-59** located at 834 Rhodes Lane: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 5) **Case #2020-1455: Parcel #633-484** located at 2324 Castle Hill Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 6) **Case #2020-1456: Parcel #39-56** located at 946 North Congress St (Ac): No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 7) **Case #2020-1457: Parcel #615-12** located at 2860 Woodbine Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated

**MINUTE BOOK 6S**



as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 8) Case #2020-1458: Parcel #615-11 located at 2854 Woodbine Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 9) Case #2020-1459: Parcel #211-5 located at 2851 McFadden Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 6

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

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

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

- 11) Case #2020-1482: Parcel #630-576 located at 1630 Wood Glen Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 12) Case #2020-1483: Parcel #208-36 located at 349 Colonial Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 13) Case #2020-1493: Parcel #425-559 located at 3534 Douglas Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 14) Case #2020-1494: Parcel #409-357 located at 3806 California Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

- 23) Case #2020-1504: Parcel #59-35 located at 194 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

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

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

- 25) Case #2020-1506: Parcel #175-69 located at 401 Galilee Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

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

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

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health, safety and welfare as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health, safety and welfare using municipal resources or contract labor if the owners fail to do so.

SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, NOVEMBER 24, 2020 10:00 A.M.

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**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

Yeas – Banks, Foote, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1061 - 416 IDLEWILD STREET - \$952.00.**

**WHEREAS**, on March, 17, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 25, 2020 for Case 2020-1061 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, Green Contract Cleaning, LLC, appeared next on the rotation list and through its representative, Doris M. Green, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 416 Idlewild Street for the sum of \$952.00; and

**WHEREAS**, Green Contract Cleaning, LLC, has a principal office address of 4809 Terry Road Jackson, Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Green Contract Cleaning, LLC, to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 416 Idlewild Street deemed to be a menace to public health, safety, and welfare.

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

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

Yeas – Banks, Foote, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

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

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF SOCRATES GARRETT ENTERPRISES FOR THE DEMOLITION OF JTRAN FACILITY LOCATED AT 1023 (25) UNIVERSITY BOULEVARD, APPLE RIDGE SHOPPING CENTER LOCATED AT 2851 MCFADDEN ROAD AND RED ROOSTER INN LOCATED AT 988 FLAG CHAPEL ROAD, FOR COMMUNITY IMPROVEMENT DEMOLITION PROJECT 2021-02: MULTI-PARCEL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS TO DEMOLISH STRUCTURES AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 165-1, 211-5, AND 803-30-3 - \$161,480.00 (WARDS 5, 6, 2) 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  
*[Handwritten Signature]*

**ORDER ACCEPTING PAYMENT OF \$1,172.04 FROM ALFA INSURANCE CORPORATION ON BEHALF OF ITS INSURED {SHIRLEY & KOURTNEY HARDEN} AS A PROPERTY DAMAGE SETTLEMENT.**

**IT IS HEREBY ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$1,172.04 as a property damage settlement for damage sustained to City of Jackson property {PT-742} on February 25, 2021.

**APPROVED FOR AGENDA:**

Consent Agenda Item No. 4  
Agenda Date: April 27, 2021  
(Allen, Lumumba)

04/13/2021  
{TBP}

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING PAYMENT OF \$1,172.04 FROM ALFA INSURANCE CORPORATION ON BEHALF OF ITS INSURED {SHIRLEY & KOURTNEY HARDEN} AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.



**Carrie Johnson, Senior Deputy City Attorney**

4/21/2021

**DATE**

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

04/13/2021  
DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$1,172.04 FROM ALFA INSURANCE CORPORATION ON BEHALF OF ITS INSURED {SHIRLEY & KOURTNEY HARDEN} AS A PROPERTY DAMAGE SETTLEMENT						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$1,172.04						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

**MEMO**

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

**DATE: April 13, 2021**

**RE: Damage to City Property and Recovery of Repair Cost from  
Alfa Insurance Corporation**

On 02/25/2021 Public Works employee Bobby Washington (PT-742, 2011 Ford F150) was making a left turn onto Amite Street headed west when he collided with Kourtney Harden (2019 Honda Accord) who was traveling west on Amite Street. Per the witness statement, Kourtney Harden ran the red light which caused the accident.

Alfa Insurance agreed to issue a payment in the amount of \$1,172.04 for damage to the City vehicle. The payment is based upon the estimate provided to Alfa Insurance.

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



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

**CJ/tbp**

**Attachments**





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

DATE: 4/12/2021

RECEIVED FROM: Alfa Insurance Corporation (Insured Shirley Harden)

Insurance Company 9      Claimant 9      Bank 9      Overpayment 9      Other 9

Comments: Claim #14142 D/L: 2/25/2021      Vehicle # PT-742

Division#: 001 451 10 6316

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

**Financial Data:**

Check# 20506622      \$ 1,172.04

Check# \_\_\_\_\_      \$ \_\_\_\_\_

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

**TOTAL DEPOSIT \$ 1,172.04**

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>407926765</u>	<u>PT-742</u>	<u>\$1,172.04</u>
_____	_____	_____
_____	_____	_____

Prepared by: *Mac Darrell Poulbald*

	Alfa Insurance Corporation P.O. Box 11000 Montgomery, AL 36191-0101	Regions Bank	04/08/2021
Upon Acceptance Will Pay	One Thousand One Hundred Seventy-Two and 04/100ths Dollars		<b>\$1,172.04</b>
To the order of	CITY OF JACKSON	Adjuster Name: Dale Purvis	Adjuster Signature: <i>[Signature]</i>
Memo			
Void After 1 Year	Claim Number: GW-A0000435906	D/L: 02/25/2021	

PROCESSED

RECEIVED  
PER-20 (REV. 12-88)  
MAR 01 2021

MAR 02 2021

CITY OF JACKSON  
ACCIDENT REPORT INVOLVING CITY VEHICLE

MANAGEMENT

Date of Accident 2-25-21 Time 4:50p AM/PM  
Date this form completed 2-26-21 Time 02:20p AM/PM

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # PE742 Year 2011 Make FORD Type (Sedan, Pick-up, etc.) F150 P/U Dept 453

2. Operator's Name Bobby Washington Employee # [REDACTED] SSN [REDACTED] Date of Birth [REDACTED]

3. City Driver License # [REDACTED] State Driver License # [REDACTED]

4. Home address [REDACTED] City/State/Zip Code [REDACTED], Ms Phone # [REDACTED]

5. Parts of vehicle damaged Right front Bumper Approximate cost of repairs \$ [REDACTED]

6. Location of Accident Corner of Gallatin & Amite Street

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

8. If not, why? [REDACTED]

9. Name of Investigating Officer J. Bennett Badge # 2638 Employee # [REDACTED] Case # 2021-012713

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

11. Name, Address, Zip Code & Phone # of Witness (s) James Hanson [REDACTED]

SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year 2019 Make HONDA Type (Sedan, Pick-up, etc.) ACCORD

2. Operator's Name Kourtney Harden Phone # [REDACTED]

3. Street address [REDACTED] City/State/Zip Code Jackson, MS

4. Parts of vehicle damaged Rear Left Tire Fender Approximate cost of repairs \$ [REDACTED]

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

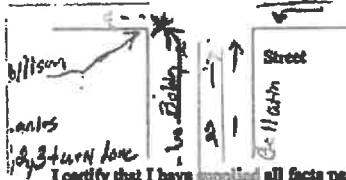
INDICATE  
NORTH  
BY ARROW

Remarks:

Bobby was driving north bound on Gallatin Street in the turning left lane entering to Amite Street and the other car driving on Amite when the accident happened.

← Amite one way west bound!

Amite →



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

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

EMPLOYEE'S SIGNATURE [Signature] DATE 2-26-2021

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments

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

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

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

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

Supervisor's Signature [Signature]  
Supervisor's Printed Name [Name] Supervisor's Employee # 95206 Date 3/1/21

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments

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

Department Head's Signature \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Department Head's Printed Name \_\_\_\_\_

Original Copy - Risk Management Division    2d Copy - Department    3d Copy - Timekeeper    4th Copy - Employee

Handwritten note: VC 3/1/2021

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

\*\*\* PRELIMINARY ESTIMATE \*\*\*

03/16/2021 09:12 AM

**Owner**

Owner: CITY OF JACKSON R1742

**Inspection**

Inspection Date: 03/16/2021 09:13 AM  
Primary Impact: Front

Inspection Type:  
Secondary Impact:

**Repairer**

Address: 521 SOUTH FARISH STREET  
City State Zip: JACKSON, MS 39201  
Email: chuck.smith55@yahoo.com

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

Target Complete Date/Time:

Days To Repair: 2

**Vehicle**

OEM Part Price Quote ID: \*\*\*\*

2011 Ford F-150 XL 4 DR Ext Cab Short Bed  
8cyl Gasoline 5.0 Flex  
6-Speed Automatic

Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Color: Ingot Silver Metallic  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PN4AG

VIN: 1FTFX1CF1BFB71979  
Mileage Type: Actual  
Code: P8254C  
Int. Color: Structure (K-V)  
Int. Refinish: Two-Stage  
Int. Trim Code: 000ZL

**Options - AudaVIN Information Received**

2nd Row Head Airbags  
Anti Lock Brakes  
Cruise Control  
Dual Airbags  
Halogen Headlights  
Hinged Fourth Door  
**Keyless Entry System**  
Power Brakes  
Power Steering  
Rear Step Bumper  
Split Folding Rear Seat  
Steel Wheels  
Tilt Steering Wheel  
Traction Control System

AM/FM Stereo  
Black Grille  
Digital Clock  
Emergency S O S System  
Head Airbags  
Hinged Third Door  
**Lighted Entry System**  
Power Door Locks  
Power Windows  
Side Airbags  
Split Front Bench Seat  
Tachometer  
Tinted Glass  
Vinyl Seats

Air Conditioning  
Cargo Lamp  
Driver Information Sys  
Full Size Spare Tire  
Heavy Duty Battery  
Intermittent Wipers  
**Perimeter Alarm System**  
Power Mirrors  
Pwr Accessory Outlet(s)  
Smoker's Package  
Stability Cntrl Suspensn  
Theft Deterrent System  
Tire Pressure Monitor

**AudaVIN options are listed in bold-italic fonts**

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	E	121		Bumper.Front	9L3Z17757CPTM	\$529.84			3.3	SM
2	L	121	13	Bumper.Front	Refinish				2.9	RF
					1.9 Surface					
					0.6 Two stage setup					
					0.4 Two stage					
2	<b>Items</b>									
			<b>MC</b>	<b>Message</b>						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

**Estimate Total & Entries**

<b>OEM Parts</b>					\$529.84	
<b>Paint &amp; Materials</b>	2.9 Hours @	\$48.00			\$139.20	
<b>Parts &amp; Material Total</b>						\$669.04
<b>Tax on Parts &amp; Material</b>	@	8.000%				<del>\$53.52</del>
<b>Labor</b>	<b>Rate</b>	<b>Replace</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>		
		<b>Hrs</b>				
Sheet Metal (SM)	\$65.00	3.3		3.3	\$214.50	
Mech/Elec (ME)	\$95.00					
Frame (FR)	\$100.00					
Refinish (RF)	\$65.00	2.9		2.9	\$188.50	
<b>Labor Total</b>				6.2 Hours		\$403.00
<b>Tax on Labor</b>		@	8.000%		<del>\$32.24</del>	
<b>Gross Total</b>						\$1,157.80
<b>Net Total</b>						\$1,157.80

Alternate Parts Y00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code 39201 Audatex Host  
 OEM Part Prices DT 03/16/2021 09:13 AM EstimateID 801091864257110016 QuoteID \*\*\*\*  
 SPPL Yes Zip Code 00000 Default  
 Rate Name Default

1072.04

Audatex Estimating 10.07.412 ES 03/16/2021 09:13 AM REL 10.07.412 DT 03/01/2021 DB 03/15/2021  
 State Disclosure: Not Selected  
 © 2021 Audatex North America, Inc.

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

**Op Codes**

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

**Audatex**

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

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North America, Inc. All rights reserved

**Solera**

**BARNETT'S BODY  
SHOP-FLOWOOD/LAKELAND**

1001 LAKEPORT CIR, FLOWOOD, MS 39232  
Phone: (601) 939-9700  
FAX: (601) 936-4680

Workfile ID: 05e209f9  
PartsShare: 6b8PMK  
Federal ID: 64-0642596  
State ID: Mississippi  
Federal EPA: n/a  
State EPA: n/a

*Coleman Statum*

**Preliminary Estimate**

**Customer: City Of Jackson, City Of Jackson**

**Job Number:**

Written By: AUSTIN WHITE

Insured: City Of Jackson, City Of Jackson

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

**Owner:**

City Of Jackson, City Of Jackson

(601) 960-1921 Cell

**Inspection Location:**

BARNETT'S BODY  
SHOP-FLOWOOD/LAKELAND  
1001 LAKEPORT CIR  
FLOWOOD, MS 39232  
Repair Facility  
(601) 939-9700 Business

**Insurance Company:**

**VEHICLE**

2011 FORD F-150 XL Supercab 145" WB 4D P/U 8-5.0L Flex Fuel Electronic Fuel Injection

VIN: 1FTFX1CF1BFB71979

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State: MS

Production Date:

Condition:

Job #:

**POWER**

Power Steering

Power Brakes

**DECOR**

Dual Mirrors

Tinted Glass

Console/Storage

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Message Center

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**TRUCK**

Rear Step Bumper

**Preliminary Estimate**

**Customer: City Of Jackson, City Of Jackson**

**Job Number:**

2011 FORD F-150 XL Supercab 145" WB 4D P/U 8-5.0L Flex Fuel Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2		O/H front bumper		0	0.00	1.9	0.0
3	Repl	Bumper w/o fog lamps primed	9L3Z17757CPTM	1	529.84	Incl.	2.1
4		Add for Clear Coat		0	0.00	0.0	0.8
5	#	Subl Hazardous Waste Disposal		1	5.00 T	0.0	0.0
6	#	Rpr PRE SCAN		0	0.00	0.5 M	0.0
7	#	Rpr POST SCAN		0	0.00	0.5 M	0.0
<b>SUBTOTALS</b>					<b>534.84</b>	<b>2.9</b>	<b>2.9</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			529.84
Body Labor	1.9 hrs @	\$ 65.00 /hr	123.50
Paint Labor	2.9 hrs @	\$ 65.00 /hr	188.50
Mechanical Labor	1.0 hrs @	\$ 95.00 /hr	95.00
Paint Supplies	2.9 hrs @	\$ 48.00 /hr	139.20
Miscellaneous			5.00
Subtotal			1,081.04
Sales Tax	\$ 1,081.04 @	7.0000 %	75.67
<b>Grand Total</b>			<b>1,156.71</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>1,156.71</b>

**MyPriceLink Estimate ID / Quote ID:**

801111575191625728 / 82808356

## Preliminary Estimate

**Customer: City Of Jackson, City Of Jackson**

**Job Number:**

2011 FORD F-150 XL Supercab 145" WB 4D P/U 8-5.0L Flex Fuel Electronic Fuel Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA09, CCC Data Date 03/09/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.











**ORDER ACCEPTING PAYMENT OF \$1,030.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {KALVIN WESTBROOK} AS A PROPERTY DAMAGE SETTLEMENT.**

*Allen Lumumba*  
AL FORM

**IT IS HEREBY ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$1,030.41 as a property damage settlement by Risk Management for damage sustained to City of Jackson property {PC-1804} on October 23, 2020.

**APPROVED FOR AGENDA:**

Consent Agenda Item No. 5  
Agenda Date: April 27, 2021  
(Allen, Lumumba)

04/13/2021  
{TBP}

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ACCEPTING PAYMENT OF \$1,030.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {KALVIN WESTBROOK} AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.

*Carrie Johnson*

\_\_\_\_\_  
**Carrie Johnson, Senior Deputy City Attorney**

*4/21/2021*

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

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

04/13/2021  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>1. Brief Description/Purpose</b>	<b>ORDER ACCEPTING PAYMENT OF \$1,030.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {KALVIN WESTBROOK} AS A PROPERTY DAMAGE SETTLEMENT</b>								
2.	<b>Public Policy Initiative</b> 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>	City of Jackson								
4.	<b>Benefits</b>	N/A								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	N/A								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Office of the City Attorney								
8.	<b>COST</b>	\$1,030.41								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>									
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>

**MEMO**

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

**DATE: April 13, 2021**

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

On 10/23/20, as Calvin Westbrook (2016 Infiniti Q50) was backing out of a parking space, it collided with Officer Janice Henderson (2021 Nissan Sentra, PC-1804) that was traveling north in the parking lot of 1253 Valley Street. Damage was to both passenger side doors of the City vehicle.

The demand letter was sent to Progressive Insurance Company in the amount of \$1,130.41. Progressive mailed the settlement check in the amount of \$1,030.41, which has a deduction of the "loss of use".

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim.

Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



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

**CJ/tbp**

**Attachments**



PROGRESSIVE  
PO BOX 512926  
LOS ANGELES, CA 90051

**PROGRESSIVE®**

CITY OF JACKSON  
ATTN: 14072  
PO BOX 17  
JACKSON, MS 39205-0017

RECEIVED  
APR 13 2021  
RISK MANAGEMENT DIVISION

DRAFT NUMBER: 2036512310

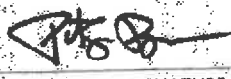
AMOUNT: \$\*\*\*\*\*1,030.41

ISSUE DATE: March 23, 2021

Form Z721 (06/15)

KEEP THIS TOP PORTION FOR YOUR RECORDS

VOID IF NOT PRESENTED WITHIN 90 DAYS

<b>PROGRESSIVE®</b>	CLAIM NUMBER: 20-6798390	DRAFT NUMBER: 56-389
PAYABLE THROUGH PNC BANK, N.A. 070 ASHLAND, OH 1-877-448-9544	NAME: CITY OF JACKSON	412
	March 23, 2021	
	PAY EXACTLY	\$*****1,030.41
<b>ONE THOUSAND, THIRTY AND 41/100 *****</b>		
PAY TO: CITY OF JACKSON THE ORDER OF:	Progressive Mountain Insurance Company	BY: 
		AUTHORIZED SIGNATURE



Progressive  
P.O. Box 512926  
Los Angeles, CA 90051

**PROGRESSIVE®**

514988 16901 1 MB 0.450 CMBPID1Q 058 016901

Page 1 of 1

CITY OF JACKSON  
ATTN: 14072  
PO BOX 17  
JACKSON, MS 39205-0017



**ADVICE FOR PAYMENT 2036512310**

<b>Payee:</b> CITY OF JACKSON	<b>Payment Date</b>	03/23/2021
	<b>Total Payment Amount</b>	\$1,030.41
	<b>Total Number of Invoices</b>	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

**Details**

<b>Claim Number:</b> 206798.390	<b>Name:</b> CITY OF JACKSON,	<b>Date of Loss:</b> 10/23/2020	<b>Invoice Number:</b> 81509273	<b>Company:</b> Progressive Mountain Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Subrogation	PD	N/A	14 NISSAN SENTRA	N/A	\$0.00	\$1,030.41

<b>Total Payment Amount</b>	<b>\$1,030.41</b>
-----------------------------	-------------------

**\*Full Description of Coverage:**

PD - Property Damage Liability

RECEIVED  
APR 1 2021  
RISK MANAGEMENT DIVISION

Office of the City Attorney  
Risk Management Division



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

March 10, 2021

**THIRD REQUEST**

Progressive Insurance Company  
ATTN: Claim# 20-6798390  
P O Box 512926  
Los Angeles, CA 90051-0296

**Re: Damages to the City of Jackson Property**  
**Date of Accident: 10/23/2020**  
**Description of Property: Vehicle Accident involving PC-1804**  
**Location: 1253 Valley St.**  
**Your Insured: Calvin Westbrook - Claim#14072**  
**Your Claim#: 20-6798390**  
**Amount of Lien: \$1,030.41 - vehicle repairs**  
**\$ 100.00 - Loss of use (\$50/day)**  
**\$1,130.41 - Total**

Dear Claims Representative:

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

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

City of Jackson  
ATTN: Risk Management Division  
PO Box 17  
Jackson, Ms 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,

A handwritten signature in cursive script that reads "Dornice W. Thurman".

Dornice W. Thurman, Claims Investigator  
Risk Management Division

DWT

# Visible Damage Quotation

DATE 10/10/2020

NAME J P D YEAR 2014 MAKE Nissan MODEL Sentra  
 ADDRESS \_\_\_\_\_ LICENSE NO. \_\_\_\_\_ MILEAGE \_\_\_\_\_  
 CITY Jackson STATE MS ZIP 39201 VIN NO. \_\_\_\_\_  
 H PHONE \_\_\_\_\_ W PHONE \_\_\_\_\_ PROD. DATE \_\_\_\_\_ BODY CODE \_\_\_\_\_ PAINT \_\_\_\_\_ TRIM \_\_\_\_\_

INS. CO. \_\_\_\_\_ ADDRESS \_\_\_\_\_ DATE OF LOSS \_\_\_\_\_ CLAIM NO. \_\_\_\_\_  
 ADJUSTER \_\_\_\_\_ PHONE \_\_\_\_\_ LIC NO. \_\_\_\_\_ FILE NO. \_\_\_\_\_ D.D. \_\_\_\_\_

LINE NO.	RE. PART	?? PLACE	DETAILS OF REPAIR R = Repair S = Straighten R/C = Recycle/Rechrome/Recore	PARTS INDEX A = Aftermarket N = New U = Used R = Rebuilt	??	LABOR HOURS				PARTS	SUBLET/MISC.
						BODY	PAINT	FRAME	MECH		
1											
2											
3											
4	✓		R/Rear door			7.0	2.5				
5											
6											
7											
8			Blend R/Renders				1.0				
9											
10											
11			Blend R/Quarter				1.0				
12											
13											
14											
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25											
26											
27											

RECEIVED  
 DEC 02 2020  
 RISK MANAGEMENT

OLD PARTS WILL BE DISCARDED UNLESS OTHERWISE INSTRUCTED **TOTALS -**

SOMETIMES AFTER THE WORK HAS BEEN STARTED, ADDITIONALLY DAMAGED OR WORK PARTS ARE DISCOVERED WHICH WERE NOT EVIDENT ON FIRST INSPECTION. THIS DAMAGE REPORT DOES NOT COVER OR INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED. ALL PARTS PRICES ARE SUBJECT TO INVOICE.

I hereby authorize the above work and acknowledge receipt of copy.  
 Signature X \_\_\_\_\_ Date \_\_\_\_\_

LABOR	BODY	7.0 hrs. @ 65.00	455.00
	PAINT	4.5 hrs. @ 65.00	292.50
	FRAME	_____ hrs. @ _____	
	MECH.	_____ hrs. @ _____	
	PARTS Prices subject to Invoice		
	SUBLET / MISCELLANEOUS		
	Paint Supplies	4.5 hrs. @ 48.00	216.00
	Body Supplies	_____ hrs. @ _____	
	Towing / Storage		
	<b>SUB TOTAL</b>		
TAX	7 % on \$ 963.00	67.41	
EPA / Waste Disposal Charge			
<b>TOTAL</b>		\$ 1,030.41	

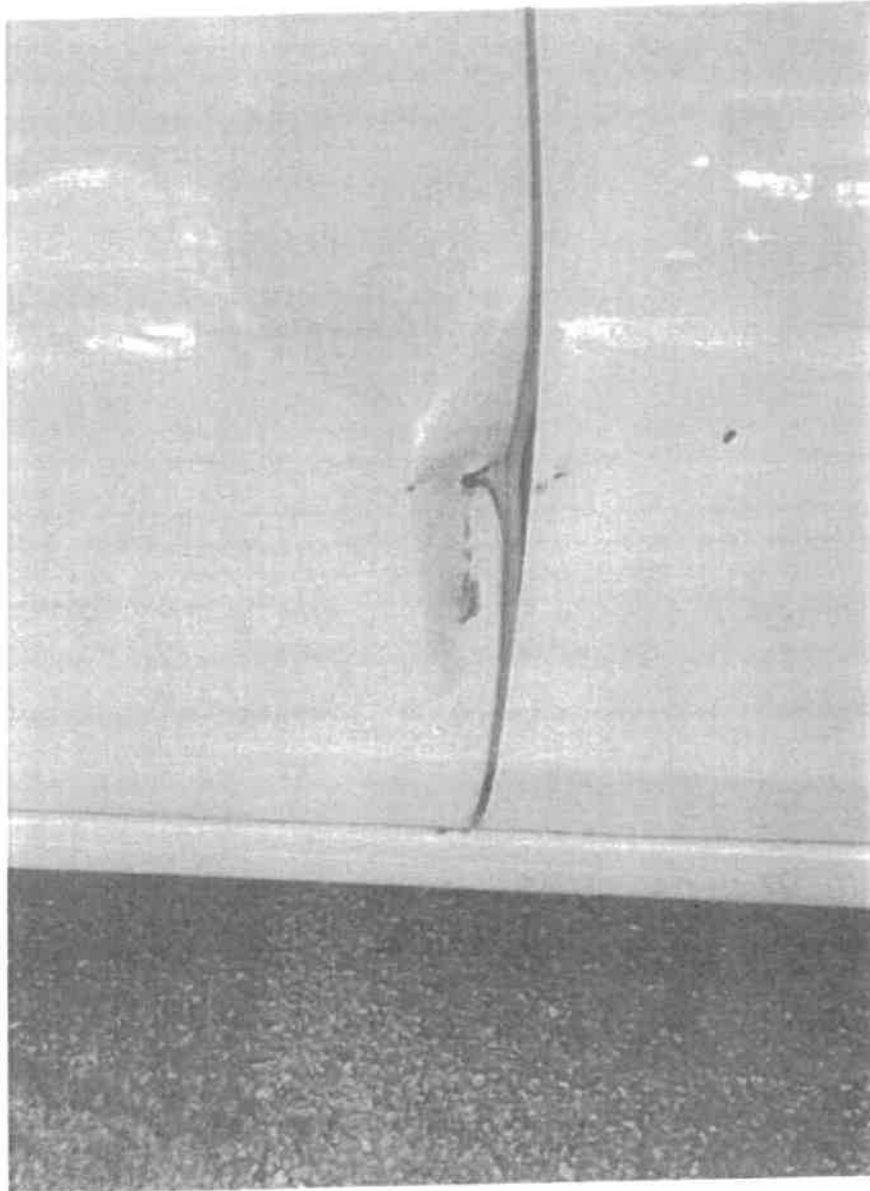
**QUALITY COLLISION REPAIR**  
 4424 W. County Line Rd  
 Jackson, MS 39209  
 Cell (601) 291-8415  
 Email quality\_collision@yahoo.com

WRITTEN BY D Smith

RECEIVED

DEC 02 2020

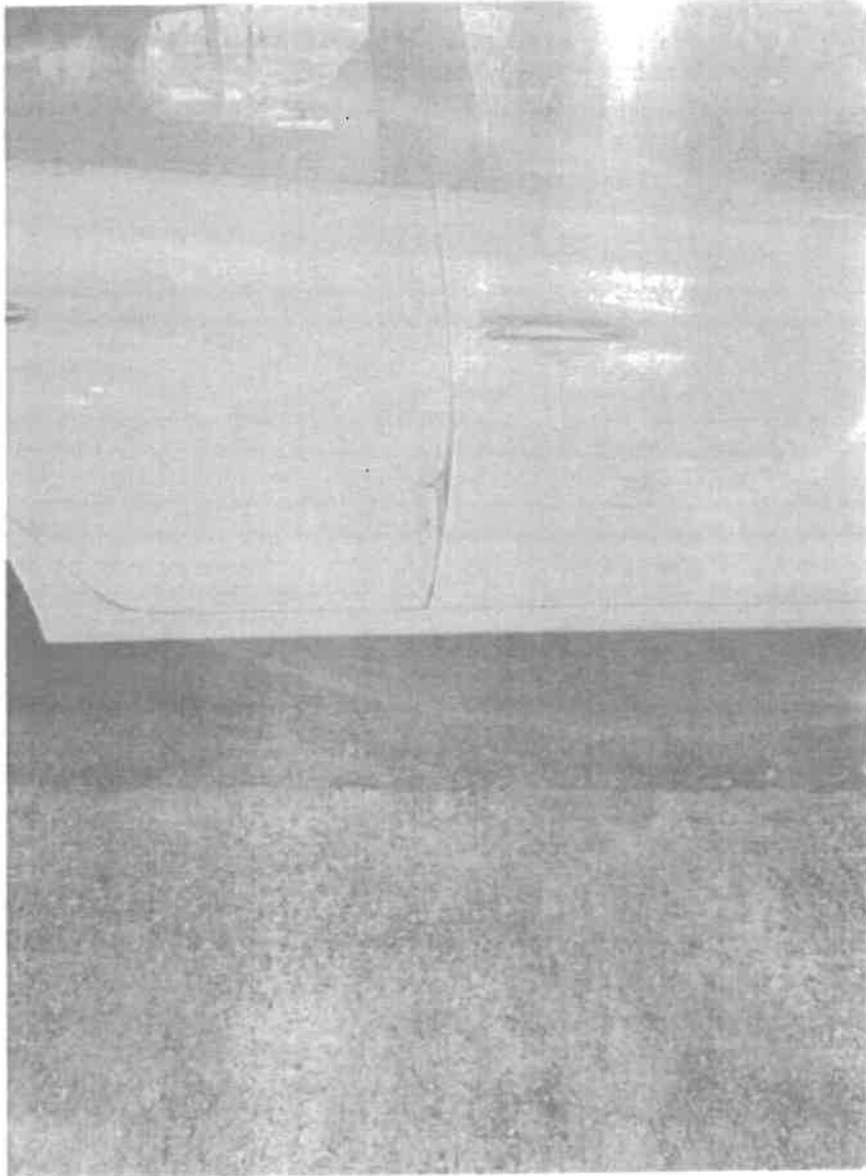
RISK MANAGEMENT



RECEIVED

DEC 02 2020

RISK MANAGEMENT



CITY OF JACKSON  
ACCIDENT REPORT INVOLVING CITY VEHICLE

Date of Accident 10/23/20 Time 1917 AM/PM  
Date this form completed 10/29/20 Time 14:00am AM/PM

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # PC-1804 Year 2014 Make Nissan Type (Sedan, Pick-up, etc.) Sedan Dept Police Dept  
2. Operator's Name Janice Henderson Employee # [redacted] SSN [redacted] Date of Birth 12/5/1989  
3. City Driver License # [redacted] State Driver License # [redacted]  
4. Home address [redacted] City/State/Zip Code Jackson, MS. 39204 Phone # 39212  
5. Parts of vehicle damaged Both door on Passenger side Approximate cost of repairs \$ Unk  
6. Location of Accident 1268 Valley Street /Private lot  
7. Were the appropriate law enforcement officials notified immediately? Yes () No ()  
8. If not, why?  
9. Name of Investigating Officer Richard Bridgeman Badge # 2312 Employee # 104178 Case # 2820-155949  
10. Vehicle # 1 was going (North, East, Parked, etc.) West on Private Lot/1268 Valley Street (Street)  
11. Name, Address, Zip Code & Phone # of Witness (s) \_\_\_\_\_ Name \_\_\_\_\_

SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year 2016 Make Infiniti Type (Sedan, Pick-up, etc.) Sedan /Q 50  
2. Operator's Name Kevin Westbrook Phone # [redacted]  
3. Street address [redacted] City/State/Zip Code [redacted]  
4. Parts of vehicle damaged Right back bumper Approximate cost of repairs \$ Unk  
5. Vehicle # 2 was going (North, East, Parked, etc.) South on Private Lot/1268 Valley Street (Street)

INDICATE  
NORTH  
BY ARROW

Remarks: Vehicle #2 stated that he was backing out of Private lot and his vehicle hit the passenger side doors of Vehicle #1 causing damage to both doors

Street

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

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

EMPLOYEE'S SIGNATURE Janice Henderson 289 DATE 10/24/20

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments After reviewing the accident report and speaking with Mr. Westbrook the driver of vehicle clearly Henderson city assigned Vehicle PC-1804 causing damage to the Passenger side doors

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

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

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

Supervisor's Signature [Signature]  
Supervisor's Printed Name SAMMIE NASH Supervisor's Employee # 096100 Date 10/26/20

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

In my opinion the accident is:  Preventable ( ) Non-Preventable ( ) Undetermined at this time ( )  
Department Head's Signature [Signature] Department Office of Chief Date 11/5/20

Department Head's Printed Name VAWA E. Davis

Original Copy - Risk Management Division 2d Copy- Department 3d Copy - Timekeeper 4th Copy - Employee

PROCESSED  
NOV 09 2020  
BY JDP

FILE  
SET-UP  
Copy

RECEIVED  
NOV 09  
RISK MANAGEMENT

11-9-2020





OFFICE OF THE CITY ATTORNEY  
 4-29-2021  
 Jan 2021

**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

Intro. of Ordinance No. 6  
 Agenda Date: April 27, 2021  
 (Hillman, Lumumba)

28049C0313H	28049C0314H	28049C0316H	28049C0317H	28049C0318H
28049C0326H	28049C0328H	28049C0430H	28049C0435H	28049C0455H
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"/>  <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 39201-2779  
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 AUTHORIZING THE CITY CLERK, AND FINANCE AND ADMINISTRATION DIRECTOR TO EXECUTE THE FINAL DRAW OF THE REMAINING PROCEEDS OF THE \$7,000,000.00 CITY OF JACKSON, MISSISSIPPI TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019 (2019 EMERGENCY LOAN) (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
4-27-21

**WHEREAS**, in 2019, the City of Jackson City Council authorized the \$7,000,000.00 City of Jackson, Mississippi Taxable General Obligation Note, Series 2019 (2019 Emergency Loan); and

**WHEREAS**; the purpose of the 2019 Emergency Loan was to provide financing for the costs incurred or to be incurred by the City, including, but not limited to, costs required for improvements to the billing and metering systems of the City's water and sewer system resulting from the failed implementation of a new metering and billing collection system that has cause emergency conditions to the City's water and sewer system and are necessary to ensure the City's ability to deliver water and sewer services to its citizens and in order to meet mandatory expenditures of the City required by law; and

**WHEREAS**, the 2019 Emergency Loan also provided the following:

At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$7,000,000 and each advance must be in an amount of at least \$250,000; provided, further, that the final advance may be in an amount less than \$250,000. The last advance on the Note shall be no later than eighteen (18) months from the date of issuance of the Note;

and

**WHEREAS**, the City Council provided as a condition of the use of the proceeds of the 2019 Emergency Loan that "any contract agenda item that seeks an expenditure out of the \$7 million emergency loan referenced herein should be first placed in the City Council Water Billing and Infrastructure Ad Hoc Committee before the City Council votes on the item;" and

**WHEREAS**, the eighteen-month period within which to draw on the line of credit provided by the 2019 Emergency Loan is about to expire and there is remaining on the line of credit provided by the 2019 Emergency Loan amount of \$3,378,824.81; and

**WHEREAS**, the previous process to draw the funds was to submit the draw request with authorized invoices attached; and

**WHEREAS**, because the funds will not be fully expended, in order to avoid the loss of these funds, the Department of Finance and Administration proposes that the remaining funds be drawn and placed in a separate, special account; and

Agenda Item No. 10  
Agenda Date: April 27, 2021  
(Horton, Lumumba)

**WHEREAS**, the remaining funds will be withdrawn from the special account only to pay for those contract agenda items that have been voted out of the Water Billing and Infrastructure Ad Hoc Committee and approved by the City Council; and

**WHEREAS**, because all the remaining funds have not been encumbered by contract agenda items voted out of the Water Billing and Infrastructure Ad Hoc Committee and approved by the City Council, any additional contract agenda items to expend funds from the special account must be voted out of the Water Billing and Infrastructure Ad Hoc Committee before being placed on the City Council meeting agenda.

**IT IS, THEREFORE, ORDERED** that the City Clerk, and the Finance and Administration Director are hereby authorized to execute a final draw of the remaining proceeds of the \$7,000,000.00 City of Jackson, Mississippi Taxable General Obligation Note, Series 2019, which are \$3,378,824.81, more or less.

**IT IS FURTHER ORDERED** that the funds from the final draw shall be placed in a special account, separate from other funds of the City.

**IT IS FURTHER ORDERED** that funds may be withdrawn from the special account for the purposes of paying encumbrances for contract agenda items that have previously been voted out of the Water Billing and Infrastructure Ad Hoc Committee.

**IT IS FURTHER ORDERED** that all the remaining funds not encumbered by contract agenda items voted out of the Water Billing and Infrastructure Ad Hoc Committee and authorized by the City Council shall only be encumbered and expend after having been first voted out of the Water Billing and Infrastructure Ad Hoc Committee before being authorized by the City Council.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    April 20, 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>	ORDER AUTHORIZING THE CITY CLERK, AND FINANCE AND ADMINISTRATION DIRECTOR TO EXECUTE THE FINAL DRAW OF THE REMAINING PROCEEDS OF THE \$7,000,000.00 CITY OF JACKSON, MISSISSIPPI TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019 (2019 EMERGENCY LOAN) (ALL WARDS)			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4.	6 Infrastructure and Transportation 7 Quality of Life		
3.	<b>Who will be affected</b>	WSBA Employees and customers for the City's Water-Sewer Utility			
4.	<b>Benefits</b>	Provides funding for remediation of the metering and billing system			
5.	<b>Schedule (beginning date)</b>	Upon approval			
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	Department of Finance and Administration			
8.	<b>COST</b>	N/A			
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	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 _____

Revised 2-04



DEPARTMENT OF FINANCE AND ADMINISTRATION

MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** LaaWanda Horton, Department of Finance and Administration *LWH*  
Director

**Date:** April 20, 2021

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

Attached you will find an item for the agenda authorizing the final draw of the 2019 \$7,000,000.00 Emergency Loan along with protections to ensure that the expenditure of the remaining funds is consistent with the previous requirements of the loan.

The 2019 Emergency Loan provided that the proceeds of the loan could be drawn as needed for a period of up to 18 months. That 18-month period is about to expire and there is remaining from the loan about \$3,378,824.81. Some of this money is already encumbered by contracts voted out of the Water Billing and Infrastructure Ad Hoc Committee and authorized by the City Council. However, there is a significant portion of that loan which the Mayor has not made a final decision about the contract to which it should be applied.

The agenda item proposed to place the final draw in a special account, segregated from other City funds. The funds in that account may only be used to pay agenda item contracts already voted out of the Water Billing and Infrastructure Ad Hoc Committee or to pay for new contracts that have been first placed in the Water Billing and Infrastructure Ad Hoc Committee before being voted on by the City Council. This is the same process that previously has been used to authorize the use of the proceeds of the \$7,000,000.00 Emergency Loan.

Please call me if you have any questions.

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  
4/21/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE CITY CLERK, AND FINANCE AND ADMINISTRATION DIRECTOR TO EXECUTE THE FINAL DRAW OF THE REMAINING PROCEEDS OF THE \$7,000,000.00 CITY OF JACKSON, MISSISSIPPI TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019 (2019 EMERGENCY LOAN) (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC. (HORTON, LUMUMBA)**

**WHEREAS**, the City of Jackson (“City”) purchased a subscription from CitySourced, Inc. in 2015 for the City’s 311 iPhone and Android application; and

**WHEREAS**, the CitySourced application went live on April 5, 2018; and

**WHEREAS**, the City uses the CitySourced based application for 311 service requests, CityWorks, and GIS functions; and

**WHEREAS**, the subscription for the application expired on January 11, 2021 and a new agreement needs to be entered into and executed; and

**WHEREAS**, the cost of the subscription is \$14,400.00; and

**WHEREAS**, CitySourced, Inc. is the sole provider of the City’s subscription support; and

**WHEREAS**, the subscription has been analyzed and the purchase of the subscription is recommended.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute an agreement for the subscription with CitySourced, Inc. at a cost of \$14,400.00 for a period beginning upon execution through January 11, 2022 for the City’s 311 service requests, Cityworks, and GIS functions.

**IT IS FURTHER ORDERED** that services rendered by CitySourced, Inc to the City Of Jackson from January 12, 2021 to March 31, 2021 are hereby authorized and ratified.

Agenda Item No. 11  
Agenda Date: April 27, 2021  
(Horton, Lumumba)

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

**04-02-2021**

**DATE**

POINTS		COMMENTS			
1.	<b>Brief Description</b>	Renewal of the Annual Subscription for the City's 311 Mobile Application software.			
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>	This provides on-going use and support for the City's 311 mobile application			
5.	<b>Schedule (beginning date)</b>	Upon 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"/>	City Department			
8.	<b>COST</b>	\$14,400.00			
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 004-90400-6231			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___ no ___	N/A ___
		AABE _____ %	WAIVER	yes ___ no ___	N/A ___
		WBE _____ %	WAIVER	yes ___ no ___	N/A ___
		HBE _____ %	WAIVER	yes ___ no ___	N/A ___
		NABE _____ %	WAIVER	yes ___ no ___	N/A ___

Department of Administration



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

## MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director  
Administration

Date: April 2, 2021

Re: Purchase Justification for the City Sourced Annual Subscription Renewal

---

Please find the attached quote from CitySourced, Inc. for the purpose of the front-end application we use for the 311 software application. The City's City Sourced based application went live April 5, 2018. CitySourced, Inc. provides and hosted the 311, Cityworks interface, and GIS function for the City's mobile application. I recommend we renew this subscription. Of this application at the amount of quoted of \$14,400.00.

LH/mju



**Quote**

Date	Quote #
12/16/2020	QU-0064

912 Capital of Texas Hwy S  
Suite 180  
Austin, Texas 78746

Bill To: Jackson, MS

Jackson, Ms  
Attn: Rick Blakeney  
200 S President St # 6  
Jackson, MS 39201-4307  
United States

Description	Amount
<i>Denton, Tx</i>	
Saas Fees for subscription period 1/12/2021 -1/11/2022 Platform - Enterprise : Subscription                      1    \$14,400.00 Annually                      \$ 14,400.00	\$ 14,400.00
<b>Subtotal</b>	<u>\$ 14,400.00</u>
	<b>TOTAL    \$ 14,400.00</b>

\* Due Net 30  
\*\*Quote is valid for 60 days



**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 AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC.** is legally sufficient for placement in NOVUS Agenda.

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

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

OFFICE OF THE CITY ATTORNEY  
4/10/2021



**ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH METRIX SOLUTIONS FOR PURE STORAGE MAINTENANCE**

APPROVED BY THE CITY ATTORNEY  
4/27/2021

**WHEREAS**, the City of Jackson purchased the Pure Storage Solution as a hyper converge storage and server repository on February 21, 2017; and

**WHEREAS**, the City of Jackson's Information Systems Division of the Department of Administration currently utilizes this storage solution for over 100 virtual servers include all Tyler Tehnology Systems such as Munis, Inocde, and New World Public Safety. This solution also encompasses storage for our lecacy systems including Cayenta Financial System, CISCO Public Safety System and Exchange Servers; and

**WHEREAS**, the Pure Storage Solution is currently implemented at the Production Site and the Disaster Recovery Site for failover in the event of an outage or emergency; and

**WHEREAS**, the maintenance needs for this system have been analyzed by the Information Systems Division and the maintenance for this system is recommended.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a maintenance agreement with Metrix Solutions at a cost of \$89,989.92 for the period beginning on the last date of execution by both parties and lasting through April 11, 2022.

Agenda Item No. 12  
Agenda Date: April 27, 2021  
(Horton, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 14, 2021  
DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	<b>Brief Description</b>	Pure Storage Hyper Converge System Maintenance
2.	<b>Purpose</b>	To provide maintenance and support for the Pure Storage environment.
3.	<b>Who will be affected</b>	City Wide (All Departments)
4.	<b>Benefits</b>	Maintenance to hyper converge systems which provide storage and failover capability.
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>	Information Systems
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Administration
8.	<b>COST</b>	\$89,989.92
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 - Machine/Equip Maintenance - 004.904006464 - \$89,989.92
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A _____ AABE _____ %      WAIVER    yes _____ no _____      N/A _____ WBE _____ %      WAIVER    yes _____ no _____      N/A _____ HBE _____ %      WAIVER    yes _____ no _____      N/A _____ NABE _____ %      WAIVER    yes _____ no _____      N/A _____

Department of 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

Date: April 14, 2021

Subject: Justification for Pure Storage Solution Maintenance from Metrix Solutions

The attached agenda item addresses a maintenance contract with Metrix Solutions to provide support and service for the Pure Storage Solution. This hyper converge system allows us to create and manage all virtual servers and storage for the City Of Jackson's legacy servers. This system also has the capability to recover machines which are located at the primary site to the disaster recovery site in case of an outage. Two quotes were provided, One from ConvergeOne and the lowest from Metrix Solutions.

The lowest cost for Maintenance from Metrix Solutions for a one year period is \$89,989.92.

I recommend that we renew this support agreement

LH/fw



**We have prepared a quote for you**

**CoJ - Pure Renewal - 2021-4-14**

Quote # 048028  
Version 1

**Prepared for:**

**City of Jackson**

Maxine Rayford  
mrayford@city.jackson.ms.us

## Products

Item	Description	Price	Qty	Ext. Price
FB-123TB-7x17TB	<b>Rapid Restore FB Bundle</b> <b>FB-123TB-7x17TB</b> <b>1MO,ADV,SILVER</b> <b>SN: PMPAM190114C7, PPCXA19126810, PPCXA191268C0</b> <b>PPCXA191269A8</b> <b>PPCXA191269B7</b> <b>PPCXA19126697</b> <b>PPCXA191268F9</b> <b>PPCXA19126962</b>	\$2,095.30	12	\$25,143.60
FB-17TB Single	<b>FB-17TB Single</b> <b>Blade,1MO,ADV,SILVER</b> <b>SN: PPCXA191972C4</b>	\$364.00	12	\$4,368.00
FA-X50R2-63TB	<b>FA-X50R2-63TB</b> <b>1MO,PRM,GOLD</b> <b>SN: PCHFL165200D6</b> <b>PMZFL19030334</b> <b>PMZFL184902C1</b> <b>FRG1023431QRSAU</b> <b>FRG1023430QRS3F</b> <b>PCHFL19010116</b> <b>PSPUH1903002A</b>	\$2,554.86	12	\$30,658.32
FA-X50R2-63TB	<b>FA-X50R2-63TB</b> <b>1MO,PRM,GOLD</b> <b>SN: PCHFL165200C5</b> <b>PMZFL18470017</b> <b>PMZFL18430674</b> <b>FRG1023431QRS7X</b> <b>FRG1023430QRRKD</b> <b>PCHFL19010106</b> <b>PSPUH19110042</b>	\$2,121.00	12	\$25,452.00
FB-17TB Single	<b>FB-17TB Single</b> <b>Blade,1MO,ADV,SILVER</b> <b>SN:PPCXA19176FC7</b>	\$364.00	12	\$4,368.00

**Subtotal: \$89,989.92**

190 E Capitol Street, Suite 175  
Jackson, MS 39201  
www.metrixsolutions.com  
1 (888) 974-5386



## CoJ - Pure Renewal - 2021-4-14

**Prepared by:**

**Metrix Solutions**  
Roshanique Williams  
601-863-0086  
Fax 601-510-9718  
roshaniquewilliams@pileum.com

**Prepared for:**

**City of Jackson**  
353 S. Congress Street  
Jackson, MS 39201  
Maxine Rayford  
mrayford@city.jackson.ms.us  
(601) 720-0924

**Quote Information:**

**Quote #: 048028**  
Version: 1  
Delivery Date: 04/14/2021  
Expiration Date: 05/14/2021

### Quote Summary

Description	Amount
Products	\$89,989.92
<b>Total:</b>	<b>\$89,989.92</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature \_\_\_\_\_

Date \_\_\_\_\_





Date: 4/13/2021  
Page #: 1 of 1  
Documents #: OP-000586660  
SO-000644567  
Solution Name: Renewal PURESTORAGE  
Contract 224410 & 224229  
Customer: City of Jackson

## Solution Summary

### Renewal PURESTORAGE Contract 224410/224229

<b>Customer:</b> City of Jackson	<b>Primary Contact:</b> Fredrick Wilson
<b>Ship To Address:</b> 353 S Congress St Jackson, MS 39201-4702	<b>Email:</b> fwilson@jacksonms.gov
<b>Bill To Address:</b> PO Box 17 FINANCE DIVISION/ACCOUNTS PAYABLE Jackson, MS 39205-0017	<b>Phone:</b> (601) 259-9547
<b>Customer ID:</b> VTSCITJAC0001	<b>National Account Manager:</b> Debra Stewart
<b>Customer PO:</b>	<b>Email:</b> dbstewart@convergeone.com
	<b>Phone:</b> +16019786136

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Maintenance					
PURESTORAG Maintenance	\$90,346.92		Prepaid		\$90,346.92
<b>Project Subtotal</b>	<b>\$90,346.92</b>				<b>\$90,346.92</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$90,346.90</b>				<b>\$90,346.92</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.



Date: 4/13/2021  
 Page #: 1 of 1  
 Documents #: OP-000586660  
 SO-000644567  
 Solution Name: Renewal PURESTORAGE  
 Contract 224410 & 224229  
 Customer: City of Jackson

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	FA-X50R2-63TB 1MO,PRM,GOLD	PURE 1MO EVRGRN GOLD SUB 4/24/7 SUP  Comment: COJ-DR.CITY.JACKSON.MS.US, 04/18/2021 - 04/17/2022 Renewal PCHFL165200C5 PMZFL18470017 PMZFL18430674 FRG1023431QRS7X FRG1023430QRRKD PCHFL19010106 PSPUH19110042		12	\$2,480.45	\$29,765.40
2	FA-X50R2-63TB 1MO,PRM,GOLD	PURE 1MO EVRGRN GOLD SUB 4/24/7 SUP  Comment: COJ-PROD.CITY.JACKSON.MS.US, 04/18/2021 - 04/17/2022 Renewal PCHFL165200D6 PMZFL19030334 PMZFL184902C1 FRG1023431QRSAU FRG1023430QRS3F PCHFL19010116 PSPUH1903002A		12	\$2,480.45	\$29,765.40
1	FB-123TB-7X17TB 1MO, ADV, SILV	Promotional Rapid Restore FB Bundle FB-123TB-7x17TB 1 Month  Comment: coj-purefb.owa.jacksonms.gov, 04/12/2021 - 04/11/2022 Renewal PMPAM190114C7 PPCXA19126810 PPCXA191268C0 PPCXA191269A8 PPCXA191269B7 PPCXA19126697 PPCXA191268F9 PPCXA19126962		12	\$1,906.67	\$22,880.04
2	FB-17TB SINGLE BLADE,1MO,ADV,S	FB-17TB Single Blade 1 Month Evergreen Silver Subscription,NBD Delivery, 24/7 Support  Comment: coj-purefb.owa.jacksonms.gov, 04/12/2021 - 04/11/2022 Renewal PPCXA19176FC7		12	\$330.67	\$3,968.04
3	FB-17TB SINGLE BLADE,1MO,ADV,S	FB-17TB Single Blade 1 Month Evergreen Silver Subscription,NBD Delivery, 24/7 Support  Comment: coj-purefb.owa.jacksonms.gov, 04/12/2021 - 04/11/2022 Renewal PPCXA191972C4		12	\$330.67	\$3,968.04

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH METRIXSOLUTIONS FOR PURE STORAGE MAINTENANCE** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
4/15/2021



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FOURTY EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR (1) LEXMARK XC4240 AT A COST OF \$66.33 PER MONTH RENTAL WITH ALL PAGES BILLED AT \$0.018 PER B/W AND \$0.079 PER COLOR PAGE TO BE UTILIZED IN THE COURT ADMINISTRATORS OFFICE, INCLUDING PARTS, LABOR, DRUMS, DEVELOPER, AND TONER**

**WHEREAS**, the Municipal Court Services Division desires to enter into a 48-month rental agreement for copier machines; and

**WHEREAS**, RJ Young located at 2030 NW Progress Parkway, Jackson, MS 39213, provides through Mississippi State Contract No. 8-200-0506-18, a Lexmark XC4240 with auxiliary equipment at a cost of \$66.33 per month with all pages billed at \$0.018 per b/w and \$0.79 per color page, including parts, labor, drums, developer and toner; and

**WHEREAS**, the Municipal Court Services Division desires to enter into a 48-month rental agreement for a Lexmark XC4240 with RJ Young through Mississippi State Contract No. 8-200-0506-18, at a cost of \$66.33 per month with all pages billed at \$0.018 per b/w and \$0.79 per color page including parts, labor, drums, developer and toner, to be utilized in the Court Administrator's office.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute necessary documents with RJ Young through Mississippi State Contract No. 8-200-0506-18, at a cost of \$66.33 per month with all pages billed at \$0.018 per b/w and \$0.79 per color page including parts, labor, drums, developer and toner, to be utilized in the Municipal Court Services Division.

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

Agenda Item No. 13  
Agenda Date: April 27, 2021  
(Horton, Lumumba)


# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 04/07/2021

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	Color Desktop Copier for Court Administrator's Office	
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	2,7	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>	The acquisition of a "Color Copier" within the Office of the Court Administrator to better enhance letters, reports, and flyers in providing a greater element of readability and focus.	
5.	<b>Schedule (beginning date)</b>	Immediately upon City Council Approval.	
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide	
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	City Department of Administration	
8.	<b>COST</b>	\$ 66.33 per monty	
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	001-415.10-6420	
10.	<b>EBO participation</b>	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 ___

## MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: LaWanda Jones Horton, Director, Department of Administration 

DATE: April 7, 2021

RE: Acquisition of Color Copier per Court Administration

The attached Agenda Item is for the acceptance of the Rental Agreement per RJ Young Company in acquiring one (1) Lexmark XC4240 Color Copier in the Office of the Court Administrator, and authorizing rental for said services billed at \$66.33 per month including parts, labor, drums, developer, and toner with pages billed at 0.018 per b/w and 0.079 per color,

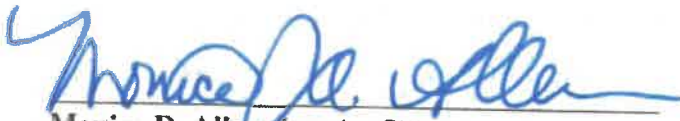
Office of the City Attorney

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 FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR ONE (1) LEXMARK XC4240 AT A COST OF \$66.33 PER MONTH RENTAL WITH ALL PAGES BILLED AT \$0.018 PER B/W AND \$0.079 PER COLOR PAGE TO BE UTILIZED IN THE COURT ADMINISTRATOR'S OFFICE, INCLUDING PARTS, LABOR, DRUMS, DEVELOPER AND TONER is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Kristen Love, *Deputy City Attorney* KL



DATE



**RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS**

(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson (Hereinafter referred to as Customer), and RJ Young Company (hereinafter referred to as Vendor).

This Agreement becomes

effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

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

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

**B. INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

**C. INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

**D. ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

**E. RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

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

**7. OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

**8. PAYMENTS:**

**A. INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

**1. E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

**2. PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**B. METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

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

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence.

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Vendor**

Bob Carmean  
RJ Young Company  
2030 NW Progress Parkway  
Jackson, MS 39213

**For the customer:**

Kris Carmichael  
Office Coordinator  
327 East Pascagoula Street  
Jackson, MS 39201

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

**21. RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

**22. EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

**23. TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

**25. MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

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

**27. E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

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

**29. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

**30. TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

**31. COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 10 day of March 2021.

Vendor: RJ Young Company

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

Authorized Signature

Printed Name: Bob Carmean

Title: Major Account Representative

Witness my signature this the 10 day of March 2021.

Customer City of Jackson

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

Authorized Signature

Printed Name: \_\_\_\_\_

Revised Date: February 2017

EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050622

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Jackson

Bill to Address: **Municipal Court  
327 East Pascagoula Street  
Pascagoula, MS 39201**

Ship to Address: **Municipal Court  
327 East Pascagoula Street  
Pascagoula, MS 39201**

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Lexmark XC4240	\$66.33 per month

Maintenance Agreement:

All pages billed at \$0.018 per b/w per and \$0.079 per color page.  
Includes Parts, Labor, Drums, Developer, and Toner.


Delivery Schedule and Installation Date:

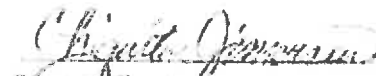
Rental Term: 48 months

Start Date:

End Date:

Modifications:

  
Vendor Signature

  
Customer Signature



OFFICE OF THE CITY ATTORNEY  
*J. Horton*  
*L. Lumumba*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER FROM BRUNO & TERVALON LLP FOR SAID FIRM TO PROVIDE ACCOUNTING SERVICES.**

**WHEREAS**, Bruno & Tervalon, LLP is a public accounting and consulting firm located at 909 N. President Street in Jackson, Mississippi. The firm's multi-person, professional staff includes several certified public accountants, and among the Firm's partners and staff members are CPAs who also hold professional certifications in forensic accounting, business valuation and governmental accounting and finance; and

**WHEREAS**, the firm will assist with the preparation of the financial statements of the City of Jackson as of and for the year ended September 30, 2020; and

**WHEREAS**, the firm will perform said services at hourly standard rates according to the degree of responsibility invoiced and the experience level of the personnel assigned to the project, in a total amount not to exceed \$50,000 without prior City Council authorization.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a Engagement Letter from Bruno & Tervalon for said firm to provide accounting services for the fiscal year ended September 30, 2020, consistent with the terms delineated in this Order.

APPROVED FOR AGENDA:

	INITIALS	DATE
DIVISION HEAD/MANAGER	_____	_____
DEPARTMENT DIRECTOR	_____	_____
FINANCE	_____	_____
LEGAL	_____	_____
EBO	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

BUDGETED \_\_\_YES\_\_\_ NO ACCT #\_00141140-6419\_

Agenda Item No. 14  
 Agenda Date: April 27, 2021  
 (Horton, Lumumba)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

<b>POINTS</b>		<b>COMMENTS</b>					
<b>1.</b>	<b>Brief Description</b>	Accounting Services					
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government					
<b>3.</b>	<b>Who will be affected</b>	N/A					
<b>4.</b>	<b>Benefits</b>	Payments can be made timely and accurately.					
<b>5.</b>	<b>Schedule (beginning date)</b>	05/03/2021					
<b>6.</b>	<b>Location:</b> § <b>WARD</b>  § <b>CITYWIDE (yes or no) (area)</b>  § <b>Project limits if applicable</b>	Citywide					
<b>7.</b>	<b>Action implemented by:</b> § <b>City Department</b> <input type="checkbox"/>  § <b>Consultant</b> <input type="checkbox"/>	Department of Administration					
<b>8.</b>	<b>COST</b>	Amount not to exceed \$50,000					
<b>9.</b>	<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"/>	General Fund					
<b>10.</b>	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	ABE _____ %	WAIVER	yes X	no ___	N/A ___	
		AABE _____ %	WAIVER	yes X	no ___	N/A ___	
		WBE _____ %	WAIVER	yes X	no ___	N/A ___	
		HBE _____ %	WAIVER	yes X	no ___	N/A ___	
		NABE _____ %	WAIVER	yes X	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 ENGAGEMENT LETTER FROM BRUNO & TERVALON LLP FOR SAID FIRM TO PROVIDE ACCOUNTING SERVICES** is legally sufficient for placement in NOVUS Agenda.

s/s **Monica Allen, Interim City Attorney**

4.21.21

**Date**

OFFICE OF THE CITY ATTORNEY  
4.21.21



Member  
American Institute of  
Certified Public Accountants  
Society of Louisiana  
Certified Public Accountants

Alcide J. Tervalon, Jr., CPA  
Waldo J. Moret, Jr., CPA  
Paul K. Andoh, Sr., CPA  
Joseph A. Akanji, CPA

April 22, 2021

Ms. Jillian Caldwell, Finance Manager  
Department of Administration  
Finance Division  
City of Jackson  
200 South President Street  
Jackson, MS 39205-0017

E-Mail: [jillcaldwell@jacksonms.gov](mailto:jillcaldwell@jacksonms.gov)

Dear Ms. Caldwell:

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide to the **City of Jackson (the City)**.

We will apply the initially discussed agreed-upon procedures that are listed and agreed to by **the City** related to providing accounting services as detailed in ATTACHMENT A to the accounting records for the fiscal year ended September 30, 2020.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of **the City** and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in ATTACHMENT A either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attachment do not constitute an examination or review, we will not express an opinion on the financial statements for the fiscal year ended September 30, 2020. In addition, we have no obligation to perform any procedures beyond those listed in ATTACHMENT A.

Ms. Jillian Caldwell, Finance Manager  
Department of Administration  
Finance Division  
**City of Jackson**  
April 22, 2020 – Page 2

We plan to begin our procedures as soon as practical once this agreement is approved.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to you as our contact with the City unless otherwise specified. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the City, and should not be used by anyone other than the specified party. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the accounting services we will perform that come to our attention.

You are responsible for the accounting records for the fiscal year ended September 30, 2020. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility related to the performance of the agreed upon procedures detailed in ATTACHMENT A.

Mr. Alcide J. Tervalon, Jr., CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.



Ms. Jillian Caldwell, Finance Manager  
Department of Administration  
Finance Division  
**City of Jackson**  
April 22, 2020 – Page 3

We have initially estimated our fees not to exceed \$50,000. In addition, we have estimated our out-of-pocket cost to range between \$2,000 to \$3,000. Our initial fee estimate is based in part on our ability to have remote access to the City's accounting system and software. If this access is not available and we are required to travel to the City, our fees will be higher together with the estimated out-of-pocket (travel included) costs. Our fees for all services are related to our standard hourly rates in effect at the time services are performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. The following details our standard hourly rates and classification of personnel assigned to this engagement:

<u>Assigned Staff Classification</u>	<u>Standard Hourly Rate</u>
Partner	\$275.00
Director	200.00
Senior	145.00
Staff	100.00
Administrative	50.00

Our fees for these services will be based on actual time spent at the above hourly rates by the assigned staff member. Our invoices for these fees will be rendered semi-monthly and are payable on presentation.

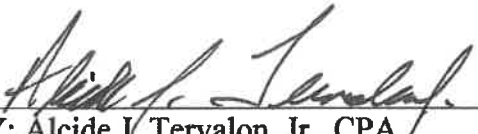
In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve the dispute. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed one hundred twenty (120) days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees.

Ms. Jillian Caldwell, Finance Manager  
Department of Administration  
Finance Division  
City of Jackson  
April 22, 2020 – Page 4

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,

**BRUNO & TERVALON LLP**  
**CERTIFIED PUBLIC ACCOUNTANTS**

  
BY: Alcide J. Tervalon, Jr., CPA  
Managing Partner

ACCEPTED BY:

**CITY OF JACKSON**

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

Title: \_\_\_\_\_

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



**ATTACHMENT A**

**CITY OF JACKSON  
AGREED-UPON PROCEDURES**

---

1. Meet with **City of Jackson (the City)** officials and discuss the accounting and internal control processes currently followed.
2. Obtain and read a copy of the current accounting manual used by **the City**.
3. Perform a walk-through of the accounting processes related to the current processing of transactions.
4. Obtain remote access to **the City's** accounting system and software.
5. Obtain and review all bank statements and available bank reconciliations for the fiscal year ended September 30, 2020.
  - a. Review all prepared bank statements.
  - b. Prepare as needed reconciliations of all bank statements for the year ended September 30, 2020.
  - c. Discuss reconciliations with **the City** personnel at the appropriate level.
  - d. Direct **City** staff to research reconciling items.
  - e. Propose necessary journal entries for approval and posting to the accounting records.
6. Review long term debt records for proper statement at September 30, 2020.
  - a. Prepare, as needed, adjusting entries for review, approval and posting by **the City**.
  - b. Discuss disclosures needed for the notes to the September 30, 2020 financial statements.
7. Assist **the City** with other adjusting journal entries as needed.



OFFICE OF THE CITY ATTORNEY  
*M.A.*

**ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MARLIN KING AS CHIEF ADMINISTRATIVE OFFICER, CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, on February 1, 2021, the Mayor appointed Marlin King as Interim Chief Administrative Officer for the City of Jackson, Mississippi; and

**WHEREAS**, the appointment must come before the Jackson City Council for confirmation as required by Section 21-8-25, Mississippi Code of 1972, as amended; and

**WHEREAS**, further this appointment is required to be confirmed pursuant to Section 21-15-41 of the Mississippi Code Annotated (1972), as amended, which prohibits an individual from serving in an interim capacity for longer than ninety (90) days after the date of appointment; and

**WHEREAS**, the Jackson City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed to fill the remaining term of office for the governing authorities which expires on June 30, 2021.

**IT IS, THEREFORE, ORDERED** by the Jackson City Council of the City of Jackson, Mississippi, that the appointment of Marlin King, as Chief Administrative Officer for the City of Jackson, Mississippi, is hereby confirmed for a term that expires on June 30, 2021.

Agenda Item No. 15  
Agenda Date: April 27, 2021  
(Lumumba)

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

## **OFFICE OF THE CITY ATTORNEY**

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MARLIN KING AS CHIEF ADMINISTRATIVE OFFICER, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

*s/s Monica Allen, Interim City Attorney*

4.21.21

**Date**

OFFICE OF THE CITY ATTORNEY  
MDA

**ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MONICA DAVIS ALLEN  
AS CITY ATTORNEY, CITY OF JACKSON, MISSISSIPPI.**

OFFICE OF THE CITY ATTORNEY  
4-21-21

**WHEREAS**, on February 12, 2021, the Mayor appointed Monica Davis Allen as Interim City Attorney for the City of Jackson, Mississippi; and

**WHEREAS**, the appointment must come before the Jackson City Council for confirmation as required by Section 21-15-25, Mississippi Code of 1972, as amended; and

**WHEREAS**, further this appointment is required to be confirmed pursuant to Section 21-15-41 of the Mississippi Code Annotated (1972), as amended, which prohibits an individual from serving in an interim capacity for longer than ninety (90) days after the date of appointment; and

**WHEREAS**, the Jackson City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed to fill the remaining term of office for the governing authorities which expires on June 30, 2021.

**IT IS, THEREFORE, ORDERED** by the Jackson City Council of the City of Jackson, Mississippi, that the appointment of Monica Davis Allen as City Attorney for the City of Jackson, Mississippi, is hereby confirmed for a term that expires on June 30, 2021.

Agenda Item No. 16  
Agenda Date: April 27, 2021  
(Lumumba)

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MONICA DAVIS ALLEN AS CITY ATTORNEY, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY  
JA  
4-21-21

*s/s James Anderson, Jr. Acting Special Assistant*

4-21-21

**Date**

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING A MATCHING GRANT TO JACKSON STATE UNIVERSITY ATHLETIC FOUNDATION FOR THE DEVELOPMENT AND PROMOTION OF THE ARTS.**

**WHEREAS**, Section 39-15-1 of the Mississippi Code Annotated (1972), as amended, authorizes payments of matching funds from municipal general funds for the purpose of supporting the development, promotion and coordination of arts within the municipality; and

**WHEREAS**, classic football events and championships have historically been hosted in various municipalities; thus, bringing in considerable revenue streams for the same ranging from Fifteen Million Dollars (\$15,000,000) to Thirty Million Dollars (\$30,000,000); and

**WHEREAS**, the SWAC Championship is scheduled to be held in the City of Jackson, Mississippi at Veteran's Memorial Stadium on May 1, 2021; and

**WHEREAS**, said City Council of the City of Jackson recognizes the historic and cultural significance of the SWAC Championship being held in Jackson; and

**WHEREAS**, the SWAC Championship event will serve to promote the rich and varied fine artistry, athleticism, and culinary talents within the City of Jackson, all underscored by an economic boost to the City; and

**WHEREAS**, it is in the best interest of the City of Jackson to support the profound significance of the SWAC Championship.

**IT IS, THEREFORE, ORDERED** that a grant of Eighty-Five Thousand Dollars (\$85,000.00) be made to the Jackson State University Athletic Foundation for the purpose of developing and presenting ongoing cultural programming for the SWAC Championship.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute a contract agreement with the Jackson State University Athletic Foundation to memorialize said grant award.

**IT IS FINALLY ORDERED** that said expenditures be made on a reimbursement and matching fund basis.

Agenda Item No. 17  
Agenda Date: April 27, 2021  
(Lumumba)

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING A MATCHING GRANT TO JACKSON STATE UNIVERSITY ATHLETIC FOUNDATION FOR THE DEVELOPMENT AND PROMOTION OF THE ARTS** is legally sufficient for placement in NOVUS Agenda.



s/s **Monica Allen, Interim City Attorney**  
**James Anderson, Acting Special Assistant**

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CLERK  
MWA  
4/19/2021

**ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM CITY OF JACKSON FUND BALANCE TO COVER EXPENSES INCURRED DUE TO THE EMERGENCIES CAUSED BY COVID-19 DETECTION, PREVENTION, AND STRATEGIES IMPLEMENTED BY THE CITY.**

**WHEREAS**, the City of Jackson, Mississippi has incurred unusual and extraordinary expenses in the fight against Covid-19, which has occurred over the past year; and

**WHEREAS**, the cost to cover these emergency expenses incurred by the City of Jackson is \$1,000,000.00, and can only be funded through the transfer of funds from the City's Jackson Fund Balance to Account No. 37141300-6419.

**IT IS HEREBY ORDERED** that a transfer of funds from the City of Jackson's Fund Balance to Account No. 37141300-6419 in the amount of One Million Dollars (\$1,000,000.00) to pay emergency expenses caused by COVID-19 within the past year is authorized.

Agenda Item No. 18  
Agenda Date: April 27, 2021  
(Sanders, Lumumba)

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

**April 9, 2021**

**DATE**

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM CITY OF JACKSON FUND BALANCE TO COVER EXPENSES INCURRED DUE TO THE EMERGENCIES CAUSED BY COVID-19 DETECTION, PREVENTION, AND STRATEGIES IMPLEMENTED BY THE CITY</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	Quality of Life																																													
3. <b>Who will be affected</b>	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
4. <b>Benefits</b>	Transfer of funds from City of Jackson fund balance to cover expenses incurred due to the emergencies caused by COVID-19 detection, prevention, and strategies implemented by the City.																																													
5. <b>Schedule (beginning date)</b>	Upon council approval																																													
6. <b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide																																													
7. <input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b>	Mayor's Office																																													
8. <b>COST</b>	\$1,000,000.00																																													
9. <input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b>	City of Jackson's Fund Balance																																													
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><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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Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
M.A.A.  
4/19/2021

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM CITY OF JACKSON FUND BALANCE TO COVER EXPENSES INCURRED DUE TO THE EMERGENCIES CAUSED BY COVID-19 DETECTION, PREVENTION, AND STRATEGIES IMPLEMENTED BY THE CITY** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

4/19/2021  
Date



MISSISSIPPI CITY OF JACKSON  
 Sanders  
 4/19/2021  
 Hooper

**ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF URGENTLY ADVANCING THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE CITY OF JACKSON DURING THE WINTER WEATHER STORM 2021 FROM VENDORS**

**WHEREAS**, Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a civil emergency; and

**WHEREAS**, the Mayor of the City of Jackson, Mississippi, is authorized to declare a State of Emergency and to promulgate such rules, regulations, and orders as he deems necessary to protect life and property; and

**WHEREAS**, the National Weather Service issued a winter weather/storm warning for an area including the City of Jackson, Mississippi; and

**WHEREAS**, rain, sleet, ice, and possibly snow was anticipated and experienced throughout the state of Mississippi, including the City of Jackson, which resulted in dangerous conditions; and

**WHEREAS**, the winter weather experienced, including but not limited to sleet, ice, and snow, has caused personal injuries, damage to homes, businesses, public property, loss of water to customers, and threatened the safety of the citizens and property of the City of Jackson, Mississippi and required the exercise of extraordinary measures to provide water to City of Jackson water customers; and

**WHEREAS**, Section 45-17-11 of the Mississippi Code of 1972, as amended, empowered the Mayor of a municipality to issue such orders as are necessary for the protection of life and property; and

**WHEREAS**, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the Winter Weather Storm 2021 from vendors and in amounts as follows:

KROGER 4910 I-55 NORTH JACKSON, MS 39211	Potable Water for Winter Weather Storm 2021	\$6,072.60
EXELL COMPANIES P O BOX 5393 JACKSON, MS 39296	Potable Water for Winter Weather Storm 2021	\$9,796.92
FASTENAL 102 PRIESTER DR. PEARL, MS 39208	Potable Water for Winter Weather Storm 2021	\$705.44
MCGRAW "GOTTA GO" P O BOX 267 FLORA, MS 39071	Porta Johns Toilets for Winter Weather Storm 2021	\$6,871.40
SGE 2659 LIVINGSTON RD. JACKSON, MS 39213	Non-Potable Water Tanker Trucker Rental	\$176,400.00
FOUR SEASONS ENTERPRISES, LLC	Non-Potable Water Tanker Trucker Rental	\$57,600.00

Agenda Item No. 19  
 Agenda Date: April 27, 2021  
 (Sanders, Lumumba)

5822 CANTON PARK DRIVE JACKSON, MS 39211		
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**IT IS, THEREFORE, ORDERED**, payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the Winter Weather Storm 2021 is hereby authorized.

(SANDERS, LUMUMBA)

# MEMORANDUM

Office of the Mayor  
(601) 960-1084



TO: Honorable Members of the Jackson City Council

FROM: Keyshia E. Sanders, Constituent Services 

DATE: April 9, 2021

**RE: Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the Winter Weather Storm 2021 from vendors and in amounts.**

---

Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the Winter Weather Storm 2021 from vendors and in amounts.

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

**April 9, 2021**

**DATE**

POINTS	COMMENTS
1. <b>Brief Description/Purpose</b>	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the Winter Weather Storm 2021 from vendors and in amounts.
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>	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.
4. <b>Benefits</b>	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the Winter Weather Storm 2021 from vendors and in amounts.
5. <b>Schedule (beginning date)</b>	Upon council approval
6. <b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide
7. <input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant	Mayor's Office
8. <b>COST</b>	\$257,446.36
9. <input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the Winter Weather Storm 2021 from vendors and in amounts.
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>

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 OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF URGENTLY ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE WINTER WEATHER STORM 2021 FROM VENDORS is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

Handwritten notes: "max" and "4/19/2021" written diagonally across the right side of the page.





OFFICE OF THE CITY CLERK  
 4/20/2021

**ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC**

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

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

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

**WHEREAS**, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

**WHEREAS**, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

A2Z PRINTING 2125 TV ROAD JACKSON, MS 39204	Signage for COVID-19 Vaccination Day	\$192.00
STAFFERS POST OFFICE BOX 16466 JACKSON, MS 39236-6466	COVID-19 Temporary Staff	\$800.77
CINTAS POST OFFICE BOX 630921 CINCINNATI, OH 45263-0921	Weekly Spray and Hand Sanitizing Services	\$30,655.01
L&N ENTERPRISES, LLC 123 BICKHAM LN FLORENCE, MS 39073	Deep Cleaning and Weekly Spray Services for COVID-19	\$101,580.12
NEW SOUTH CHEMICAL & PAPER CO, INC P O BOX 11247 JACKSON, MS 39283	COVID-19 Disinfecting Supplies	\$1,484.90
VISIT JACKSON 308 EAST PEARL ST. JACKSON, MS 39201	Supplies for Vaccination Day	\$738.40
JACKSON PAPER COMPANY 4400-C MANGUM DRIVE FLOWOOD, MS 39232	COVID-19 Disinfecting Supplies	\$645.90

Agenda Item No. 20  
 Agenda Date: April 27, 2021  
 (Sanders, Lumumba)

WOLSELEY 5259 GREENWAY DRIVE EXT. JACKSON, MS 39204-3212	COVID-19 Disinfecting Supplies and Equipment	\$109,505.88
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**IT IS, THEREFORE, ORDERED,** payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.


(SANDERS, LUMUMBA)

# MEMORANDUM

Office of the Mayor  
(601) 960-1084



TO: Honorable Members of the Jackson City Council

FROM: Keyshia E. Sanders, Constituent Services 

DATE: April 19, 2021

RE: **Order authorizing payment of invoices for certain services and commodities purchased for the purpose of advancing the public health, safety, and welfare of the City of Jackson during the COVID-19 Pandemic.**

---

The Department of Constituent Services is requesting that said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.

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

**April 19, 2021**

**DATE**

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.																																													
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>	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
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5. <b>Schedule (beginning date)</b>	Upon council approval																																													
6. <b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide																																													
7. <input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant	Mayor's Office																																													
8. <b>COST</b>	\$136,097.10																																													
9. <input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.																																													
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><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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Office of the City Attorney

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Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
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## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

APPROVED  
THE CITY ATTORNEY  
4/20/2021



OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEYTANCE OF THE FY 2022 MISSISSIPPI OFFICE OF HIGHWAY SAFETY (MOHS) GRANT APPLICATION ADMINISTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, IN THE AMOUNT OF \$406,801.00.**

**WHEREAS**, the City of Jackson has been granted the opportunity to apply for the fiscal year 2022 Mississippi Office of Highway Safety Grant administered by the State of Mississippi Department of Public Safety; and

**WHEREAS**, the 2020 Mississippi Office of Highway Safety Grant requires no matching funds; and

**WHEREAS**, the grant will assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrest in Occupant Protection, Seatbelts, Child Restraint, DUI's and Click It or Ticket for Police Officer and Special Events. The grant will also provide the team with necessary support for the police department.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to submit an application for the 2022 Mississippi Office of Highway Safety and the Department of Public Safety Grant.

**IT IS FURTHERED ORDERED** that the Mayor is authorized to execute any and all documents necessary for the acceptance and administration of said grant, if awarded.

**APPROVED FOR AGENDA:**

By: DAVIS, LUMUMBA

Agenda Item No. 21  
Agenda Date: April 27, 2021  
(Davis, Lumumba)

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

**April 08, 2021  
DATE**

POINTS		COMMENTS																																																																								
1.	Brief Description/Purpose	Order Authorizing The Mayor's submission and acceptance of the FY 2022 MOHS Mississippi Office of Highway Safety Grant application administrated by the State of Mississippi Department of Public Safety, in the amount of \$406,801.00.																																																																								
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention																																																																								
3.	Who will be affected	City of Jackson																																																																								
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.																																																																								
5.	Schedule (beginning date)	As per grant guidelines																																																																								
6.	Location: <b>WARD</b>  CITYWIDE (yes or no)(area)  Project limits if applicable	ALL WARDS  CITY WIDE and Surrounding areas.																																																																								
7.	Action implemented by: City Department  Consultant	Jackson Police Department																																																																								
8.	COST	Grant Funds with no matching funds required.																																																																								
9.	Source of Funding General Fund Grant Bond Other	State of Mississippi Department of Public Safety, MOHS																																																																								
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_</td> <td>no</td> <td>_</td> <td>NIA</td> </tr> <tr> <td>--</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_</td> <td>no</td> <td>_</td> <td>NIA</td> </tr> <tr> <td>--</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td></td> <td>no</td> <td>_</td> <td>NIA</td> </tr> <tr> <td>--</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_</td> <td>no</td> <td>_</td> <td>NIA</td> </tr> <tr> <td>--</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_</td> <td>no</td> <td>_</td> <td>NIA</td> </tr> </table>	ABE	%	WAIVER	yes	_	no	_	NIA	--								AABE	%	WAIVER	yes	_	no	_	NIA	--								WBE	%	WAIVER	yes		no	_	NIA	--								HBE	%	WAIVER	yes	_	no	_	NIA	--								NABE	%	WAIVER	yes	_	no	_	NIA
ABE	%	WAIVER	yes	_	no	_	NIA																																																																			
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HBE	%	WAIVER	yes	_	no	_	NIA																																																																			
--																																																																										
NABE	%	WAIVER	yes	_	no	_	NIA																																																																			




Jackson Police Department



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

## MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor

**From:** James Davis, Chief of Police 

**Date:** April 08, 2021

**Subject:** FY 2022 State of Mississippi Department of Public Safety and Mississippi Office of Highway Safety Grant and Implementation Program

---

The City of Jackson Police Department has been granted the opportunity to apply and receive a grant from the FY 2022 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program.

Funds through this award will be used to assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrests in Occupant Protection, Seatbelts, Child Restraint, DUI's and Click It or Ticket for police officers and special events.

Should you have any questions or concerns, please do not hesitate to contact me.

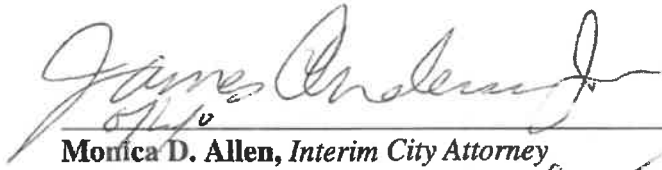
Office of the City Attorney

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 MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2022 MISSISSIPPI OFFICE OF HIGHWAY SAFETY (MOHS) GRANT APPLICATION ADMINSTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, IN THE AMOUNT OF \$406,801.00** is legally sufficient for placement in NOVUS Agenda.



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

\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
M.D.A.

**ORDER AUTHORIZING THE SUBMISSION OF THE SHUTTERED VENUE OPERATORS GRANT APPLICATION THROUGH THE U.S. SMALL BUSINESS ADMINISTRATION FOR THALIA MARA HALL**

*MMA*  
OFFICE OF THE CITY ATTORNEY  
4/19/2021

**WHEREAS**, the City of Jackson, Mississippi (“City of Jackson”) and the Cultural Services Division of the Department of Human and Cultural Services are committed to reopening and continued success of Thalia Mara Hall; and

**WHEREAS**, the Cultural Services Division had a 97% decrease in revenue from April through December of 2020 compared to April through December of 2019, due to the COVID-19 pandemic; thus, qualifying Thalia Mara Hall to apply for the first round of the Shuttered Venue Operators Grant through the U.S. Small Business Administration; and

**WHEREAS**, the official full application has not been released to date, and may not be released until the application opens – which was originally scheduled for April 8, 2021, but delayed due to a system crash; and

**WHEREAS**, Thalia Mara Hall qualified to receive funds equivalent of up to 45% of the 2019 Gross Revenue of the facility to be used for purchases such as office supplies, maintenance, professional services, equipment, and some capital improvements.

**IT IS HEREBY ORDERED** that the Mayor is authorized to submit a Shutter Venue Operators Grant application through the U.S. Small Business Administration, and if awarded, the funds will be accepted from said grant opportunity and the Mayor to authorized to execute any and all documents related thereto.

Agenda Item No. 22  
Agenda Date: April 27, 2021  
(Kidd,Lumumba)

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

4/15/21  
DATE

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	Authorizes the Mayor and Thalia Mara Hall to submit for the Shuttered Venue Operators grant application through the U.S. Small Business Administration.						
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development and Quality of Life						
3.	<b>Who will be affected</b>	The City of Jackson, its citizens, students statewide, visitors, and tourists.						
4.	<b>Benefits</b>	Potential grant funding for Thalia Mara Hall.						
5.	<b>Schedule (beginning date)</b>							
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide						
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services						
8.	<b>COST</b>	\$0						
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** April 15, 2021

**SUBJECT:** Federal Grant Application for Thalia Mara Hall

This order authorizes the Mayor and Thalia Mara Hall to submit a grant application for the federal Small Business Association's Shuttered Venue Operators Grant. The application was originally scheduled to open on April 8, but the system crashed and we are awaiting a new reopen date. We qualify for the funding available in the first 14 days of applications due. We do not have the final application to present at this time. We have prepared anticipated information and documentation, but there has been no full official application released to date.

It is for the following request:

<u>AMOUNT</u>	<u>GRANT</u>
Up to 45% of our 2019 Revenue	Shuttered Venue Operators Grant

AK/jdl

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 SUBMISSION OF THE SHUTTERED VENUE OPERATORS GRANT APPLICATION THROUGH THE U.S. SMALL BUSINESS ADMINISTRATION FOR THALIA MARA HALL is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
4/19/2021  
H. H. H.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR A KONICA MINOLTA BIZHUB (3) C300i, (2) C360i, (2) C450i COPIER/PRINTER SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.**

*OFFICE OF THE CITY CLERK*  
*Wells*  
*4/15/2021*

**WHEREAS**, the Department of Human and Cultural Services desires to enter into a 48-month rental agreement of a copier machine; and

**WHEREAS**, this contract provides for the rental of Konica Minolta Bizhub (3) C300i, (2) C360i, (2) C450i copier/printer system, with auxiliary equipment from Advantage Business systems (ABS), at a cost of \$1233.00 per month, plus a copy charge of .0086 per black and white page and .06 per color page to include labor, parts, toner, staples, drums and travel.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute necessary documents with Advantage Business Systems (ABS), including a Commercial Sales Agreement, as well as any and all documents related thereto, for the 48month rental of Konica Minolta Bizhub (3) C300i, (2) C360i, (2) C450i copier/printer system, with auxiliary equipment from Advantage Business systems (ABS), at a cost of \$1233.00 per month, plus a copy charge of .0086 per black and white page and .06 per color page to include labor, parts, toner, staples drums and travel, with the exception of paper.

**IT IS FURTHER ORDERED** that payment for said rental be made from the general funds budgeted for use by the Department of Human and Cultural Services, upon submission of the appropriate invoices from Advantage Business Systems (ABS).

Agenda Item No. 23  
Agenda Date: April 27, 2021  
(Kidd, Lumumba)

**CITY COUNCIL AGENDA**

**ITEM 10 POINT DATA SHEET**

DATE: 4/12/2021

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute 48-month rental agreement with Advantage Business Systems (ABS) for a Konica Minolta Bizhub (3) C300i, (2) C360i, (2) C450i copier/printer system to be used by the Department of Human and Cultural Services.					
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life					
3.	<b>Who will be affected</b>	Department of Human and Cultural Services employees and patrons.					
4.	<b>Benefits</b>	Offers the ability to render quality service, in the best possible efficient manner.					
5.	<b>Schedule</b> (Beginning date) (Completion date)	Upon Council approval					
6.	<b>Location:</b> Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Department of Human and Cultural Services: Administrative Office, Thalia Mara, Planetarium, Municipal Art Gallery, Smith Robertson, Jones and Westside ECD Center					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	See attach quotes from vendor					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> <b>Other</b>	General Fund Planetarium 001-40810-6514 \$148.00 Thalia Mara 001-41910-6514 \$148.00 Smith Robertson Museum 001-436006514 \$148.00 Special Programs 001-43300-6514 \$250.00 Early Childhood 001-59810-6514 \$275.00, \$132.00 & \$132.00					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A



Department of Human and Cultural Services



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

## MEMO

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

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

**DATE: April 13, 2021**

**SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR KONICA MINOLTA BIZHUB (3) C300i, (2) C360i, (2) C450i COPIER/PRINTER SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.**

This agenda item authorizes the execution of a contractual rental agreement with Advantage Business Systems (ABS) for copiers and the City of Jackson's Department of Human and Cultural Services. The term for this agreement is forty-eight months. The cost is \$1233.00 per month.

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


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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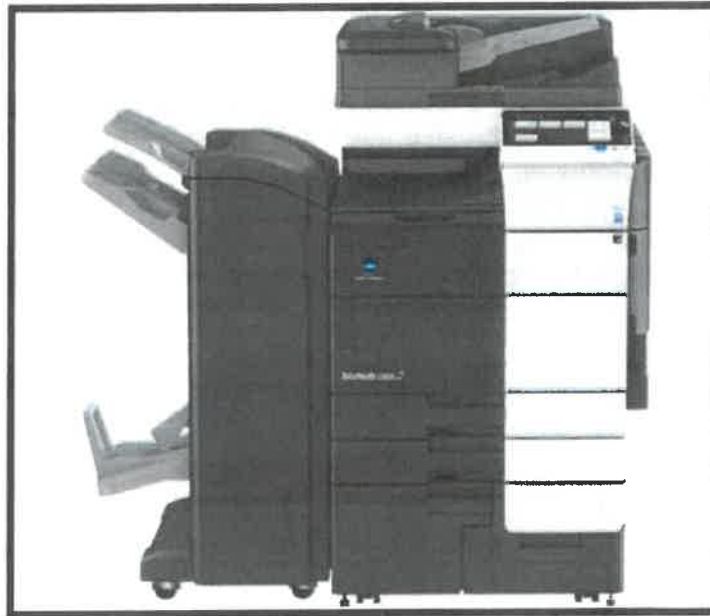
This **ORDER AUTHORIZING THE MAYOR TO EXECUTE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR A KONICA MINOLTA BIZHUB (3) C300i, (2) C360i, (2) C450i COPIER/PRINTER SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

*Handwritten note:*  
CHECK THE CITY ATTORNEY  
4/15/2024

# Proposal for:



## **Advantage Business Systems**

**5442 Executive Place  
Jackson, MS 39206**

**Donna May (601)362-9192  
Cell (601)317-4298**



April 6, 2021

City of Jackson Human & Cultural Services  
1000 Metrocenter  
Jackson, MS 39209

Enclosed please find the information on the assorted Konica Minolta equipment. I have put into the proposal pricing from Konica Minolta for exclusive use for The City of Jackson. I hope that we can meet your needs with this pricing and products.

We look forward to continuing to offer you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

A handwritten signature in blue ink that reads "Donna May". The signature is written in a cursive style.

Donna May  
Senior Account Executive  
Advantage Business Systems

## **Your Investment:**

**48 Month Rental  
\$1233.00**

## **Maintenance Program:**

- ❖ All toner cartridges
- ❖ All other consumables except paper
- ❖ All parts, drums, labor and service calls
- ❖ Preventative maintenance procedures
- ❖ Unlimited on-site customer training
- ❖ Can be billed monthly, quarterly or annually

**All b/w copies billed @ \$.0086 and all color billed @ \$.06**  
*(based on single sided, letter sized image)*

## Summary:

**Davis Planetarium: Bizhub C300i \$148.00**

DF714 Doc Feeder

DK516 Desk

FS533 Finisher

FK514 Fax Kit

**Smith Robertson Museum: Bizhub C300i \$148.00**

DF714 Doc Feeder

DK516 Desk

FS533 Finisher

FK514 Fax Kit

**Westside Daycare: Bizhub 360i \$132.00**

DK516 Desk

FK514 Fax

DF714 Document Feeder

FS536 + RU513 Finisher

**Thalia Mara Hall: Bizhub C300i \$148.00**

DK516 Desk

FK514 Fax

DF714 Document Feeder

FS536 + RU513 Finisher

**Jones Day Care: Bizhub 360i \$132.00**

DK516 Desk

FK514 Fax

DF714 Document Feeder

FS536 + RU513 Finisher

**Senior Services: Bizhub C450i \$250.00**

FS539 + RU513 Finisher

PK524 Punch Kit

FK515 Fax Kit

PC417 Paper Desk

**Early Childhood: Bizhub C450i \$275.00**

PK524 Punch Kit

FK515 Fax Kit

PC417 Paper Desk

FS539SD w/RU-513

**Total: \$1233.00**





*Chanda*  
*4/19/2021*

**ORDER PROPOSING A SPLASHPAD FEE FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS & RECREATION. (HARRIS, LUMUMBA) (WARD 2)**

**WHEREAS**, the City of Jackson, Department of Parks and Recreation, provides various services to the general public at certain prices; and

**WHEREAS**, in March 2021, the Department of Parks and Recreation completed the construction and installation of a new splashpad, providing the Presidential Hills Community and all park patrons with a quality, splashpad, designed especially for family fun; and

**WHEREAS**, on March 16, 2021, the splashpad was named the Kingston Frazier Splash pad, in honor of our youth whose lives were tragically taken to be remembered and celebrated always; and

**WHEREAS**, the splashpad will be open during the following times as shown below.

Season:	April through September
Days of Operation:	Tuesday through Saturday 10:00 a.m. – 5:00 p.m.
Sunday Openings:	Every 3 <sup>rd</sup> Sunday of Each Month 2:00 p.m. to 5:00 p.m.
Birthday Parties Hours of Operation:	Friday & Saturdays 6:00 p.m. – 8:00 p.m.

**WHEREAS**, days and times are subject to change, as deemed necessary by the Department of Parks and Recreation. Notices will be posted keeping the public updated, as needed; and

**WHEREAS**, the following fees are being proposed to offer fair and comparable fees, to attract much public participation.

**IT IS HEREBY ORDERED** that the splashpad fees for the City of Jackson, Department of Parks and Recreation, be adopted as follows:

Ages 0 – 3:	Free
Ages 4 and Older:	\$3.00
Parents and guardian accompanying children:	\$3.00
Family up to 4 – Monthly Rate	\$50.00
Additional family members \$3.00 ea.	Tuesday through Saturday
Family up to 4 – Annual Rate	\$275.00
Additional family members \$3.00 ea.	April through September
Birthday Party (Reservation Required)	\$200.00
Security Deposit	\$ 50.00

Agenda Item No. 24  
Agenda Date: April 27, 2021  
(Harris, Lumumba)

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

04-15-21  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>										
1.	<b>Brief Description</b>	This is an Agenda Item proposing a fee schedule for the City of Jackson, Department of Parks & Recreation, newly opened splashpad.										
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Quality of Life										
3.	<b>Who will be affected</b>	All citizens and guests utilizing the Presidential Hills II splashpad.										
4.	<b>Benefits</b>	The Department of Parks and Recreation proposes fair and comparable fees and attract much public participation.										
5.	<b>Schedule (beginning date)</b>	Upon Council Approval.										
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 2										
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation										
8.	<b>COST</b>	N/A										
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A										
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√

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



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

# Memo

**TO:** The Honorable Mayor Chokwe Antar Lumumba  
Office of the Mayor

**FROM:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation

**Cc:** Abram Muhammad, Deputy Director  
Department of Parks & Recreation

**DATE:** April 15, 2021

**SUBJECT:** Revised Fee Schedule Proposal – Parks & Recreation

---

This is an Agenda Item proposing a fee schedule for the City of Jackson, Department of Parks & Recreation, newly opened splashpad.

It is the recommendation of the Department of Parks and Recreation, that this item be approved.

Thank you!

IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER PROPOSING A SPLASHPAD FEE FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS & RECREATION** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
4/19/2021  
Hester

**ORDER ACCEPTING THE DONATION OF FUNDS (\$3,359.20) TO  
PURCHASE A LAWNMOWER TO BE USED IN THE PARKS &  
RECREATION MAINTENANCE DIVISION (WARD 7) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
MAY 11 2021

**WHEREAS**, the Greenwood Cemetery Association is donating funds to purchase a lawnmower to help with the upkeep at Greenwood Cemetery; and

**WHEREAS**, as part of their donation, the Greenwood Cemetery Association desires to support the Parks & Recreation Maintenance Division and their project to help cut in tight spaces; and

**WHEREAS**, the donation further supports a continued collaboration with Greenwood Cemetery Association and the City of Jackson (Parks & Recreation) to cut and maintain Greenwood Cemetery; and

**WHEREAS**, this gift honors those families that Greenwood Cemetery serves as their final resting place.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to accept the donation from the Greenwood Cemetery Association of \$3,359.20 for purchase of a lawnmower.

Agenda Item No. 25  
Agenda Date: April 27, 2021  
(Harris, Lumumba)

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

**04-16-21**  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description</b>	This is an Order accepting the donation of funds from the Greenwood Cemetery Association, to purchase a lawnmower to help the Park Maintenance Division, cut in tight spaces.	
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Crime Prevention Neighborhood Enhancement Quality of Life	
3.	<b>Who will be affected</b>	Greenwood Cemetery	
4.	<b>Benefits</b>	Will provide essential equipment, at no cost to the Park Maintenance Division, to assist with the upkeep of the Greenwood Cemetery.	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval	
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 7  No	
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation	
8.	<b>COST</b>	None – (Donation)	
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	The Greenwood Cemetery Association – Three Thousand Three Hundred Fifty-Nine Dollars and Twenty Cents (\$3,359.20).	
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 √

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



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

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** April 16, 2021  
**Re:** Greenwood Cemetery Gift – (Greenwood Cemetery)

---

This is an Order accepting the donation of funds from the Greenwood Cemetery Association, in the amount of Three Thousand Three Hundred Fifty-Nine Dollars and Twenty Cents (\$3,359.20), to purchase a lawnmower to help cut in tight spaces.

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

Thank you.

IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
4/20/2021

This ORDER ACCEPTING THE DONATION OF FUNDS (\$3,359.20) TO PURCHASE A LAWN MOWER TO BE USED IN PARKS & RECREATIONS MAINTENANCE DIVISION (WARD 7) is legally sufficient for placement in NOVUS Agenda.

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

4/20/2021  
\_\_\_\_\_  
DATE



GREENWOOD CEMETERY ASSOCIATION 05/11  
PO BOX 55783  
JACKSON, MS 39296-5783

85-27/653

1330

*Handwritten scribble*

City of Jackson  
Thirty Three Hundred Fifty Nine & 20/100 <sup>3357.25</sup>

**Trustmark**  
National Bank

Mower Purchase M. Wade

⑆065300279⑆ ⑆1002224749⑆ 1330



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK JUNIOR GOLF CLINIC, INC., FOR USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE AND THE GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER DUTCH WELCH DRIVE. (WARDS 3 & 4) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY CLERK  
Mick  
L. Harris

**WHEREAS**, Grove Park Junior Golf Clinic, Inc., has previously partnered with the City of Jackson, Mississippi ("City") as the management group for junior golf at the Pete Brown Golf Facility located at 3200 Woodrow Wilson and Grove Park Municipal Golf Course located at 1800 Walter Dutch Welch Drive; and

**WHEREAS**, Grove Park Junior Golf Clinic, Inc. will provide the City proof of liability insurance in the amount of one million dollars (\$1,000,000), adding the City of Jackson, Department of Parks and Recreation, as an additional insured, but only for liability cause, in whole or in part, by the acts and omissions of the Grove Park Junior Golf Clinic, Inc.; and

**WHEREAS**, Grove Park Junior Golf Clinic, Inc., abided by all prior mutual agreements with the City; and

**WHEREAS**, Grove Park Junior Golf Clinic, Inc. shall operate its junior golf program in accordance with the rules and regulations established by Grove Park Junior Golf Club, Inc., and the City.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Facility Use Agreement with Grove Park Junior Golf Clinic, Inc., a provider governing its use of the Pete Brown Golf Facility and Grove Park Municipal Golf Course, for the period commencing on the last date of execution and ending on December 31, 2022, unless terminated earlier.

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

Agenda Item No. 26  
Agenda Date: April 27, 2021  
(Harris, Lumumba)

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

04-14-21  
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 authorizing the Mayor to execute an agreement between the City of Jackson and Grove Park Junior Golf Clinic, Inc., for the supervision, operation, and use of Pete Brown Golf Facility located at 3200 Woodrow Wilson Drive and Grove Park Municipal Golf Course Facility located at 1800 Walter Dutch Welch Drive.										
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention, Quality of Life										
3.	<b>Who will be affected</b>	Youth participating in junior golf at the Pete Brown Golf Facility and Grove Park Municipal Golf Course.										
4.	<b>Benefits</b>	Teaches and inspires youth in the game of golf.										
5.	<b>Schedule (beginning date)</b>	Upon Council Approval.										
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Wards 3&4										
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Parks & Recreation Department										
8.	<b>COST</b>	None										
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A										
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	<u>100</u>	%	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 A. Lumumba  
**From:** Ison B. Harris, Jr. Director, Department of Parks & Recreation  
**Date:** April 14, 2021  
**Re:** Facility Use Agreement – Grove Park Junior Golf Clinic, Inc.

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The attached agenda item is a Facility Use Agreement between the City and Grove Park Junior Golf Clinic, Inc., utilizing the Pete Brown Golf Facility and Grove Park Municipal Golf Facility. The agreement defines the respective responsibilities of both the City and the Grove Park Junior Golf Clinic, Inc.

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

IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF  
CITY ATTORNEY  
4/16/2021

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK JUNIOR GOLF CLINIC, INC., FOR USE OF THE CITY-OWNED PETE BROWN GOLF FACILIT LOCATED AT 3200 WOODROW WILSON DRIVE AND THE GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER DUTCH WELCH DRIVE is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



DATE

**GROVE PARK JUNIOR GOLF CLINIC, INC.**  
**Facility Use Agreement**

This Agreement, made, by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter called "City," and the **Grove Park Junior Golf Clinic, Inc.**, a nonprofit corporation, hereinafter called "User."

**WITNESSETH:**

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

**1. Term**

The User shall operate its youth sports program at the locations described at **3200 West Woodrow Wilson Drive and 1800 Walter Dutch Welch Drive**, hereinafter called "Facilities," **beginning on the last date of execution by both parties, and ending December 31, 2022**. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks and Recreation Director, hereinafter called "Director" or his designee.

**2. Bylaws and Policies**

By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, *et seq.*, of the Mississippi Code of 1972, as amended.

The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director or his designee for written approval.

**3. Hours of Operation**

The User shall ensure that golf classes and events are offered during scheduled hours for use by the public.

**4. City's Maintenance of Premises**

The City shall be responsible for all field preparation for games and practices and all other maintenance, which includes lining fields, cutting grass (if required between normal city-scheduled cuttings), and picking up misplaced litter and placing it in trash cans. Individuals involved in field preparation shall attend a field preparation workshop sponsored by the City. Proper field preparation techniques are outlined in the "Field Preparation Manual" provided by the City.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

**5. Signs/Banners**

Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.

**6. Equipment/Uniforms/Personnel**

The User shall provide all equipment, uniforms, and personnel necessary to operate its program.

**7. Building Improvements**

The User shall make no permanent physical improvements to the Facilities without first obtaining approval from the governing authorities. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.

**8. Revenue**

All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, written approval from the Director or his designee shall be requested.

**9. Certification Officer(s)**

When applicable, the User shall submit to the Director or his designee, within sixty (60) days of the execution of this agreement, the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials to the Director or his designee prior to the start of the activities of the User.

**10. Building Safety**

The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.

**11. Utilities**

The User shall be financially responsible for excessive electricity consumption at the Facilities that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement. *In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.*



**12. Ownership**

- a.* The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis.
- b.* The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.

**13. Vandalism**

The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.

**14. Certificate of Liability Insurance**

The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.

**15. Expectations**

- a.* The Director or his designee shall serve as the liaison between the City and the User, and shall with the requirements set forth in this agreement, ensure compliance.
- b.* Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- c.* The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
- d.* Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
- e.* The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.

f. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.

**16. Termination of Use Agreement**

This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

**17. Notices**

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

<b>City:</b> Ison B. Harris, Jr., Director Parks and Recreation Department City of Jackson Post Office Box 17 Jackson, MS 39205 601-960-0716 <a href="mailto:iharris@jacksonms.gov">iharris@jacksonms.gov</a>	<b>User:</b> Claude McCants, President Grove Park Junior Golf Clini, Inc. 364 Heritage Place Jackson, MS 39212-5825 601-850-9938 <a href="mailto:cemccants77@gmail.com">cemccants77@gmail.com</a>	<b>Copy To:</b> The Office of the City Attorney 455 East Capitol Street P. O. Box 2779 Jackson, MS 39207-2779
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18. This Agreement is executed by each party hereto after first being duly authorized to do so.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

**GROVE PARK JUNIOR  
GOLF CLUB, INC.**

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_  
**Claude McCants, President**

BY: \_\_\_\_\_  
**Chokwe A. Lumumba, Mayor**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ORDER APPOINTING DR. MUKESH KUMAR AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, on August 21, 2017, the Mayor nominated Dr. Mukesh Kumar as the Director of the Department of Planning and Development for the City of Jackson, Mississippi; and

**WHEREAS**, the nomination came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

**WHEREAS**, the City Council has considered the nomination, and a majority of the Council present and voting has determined that the nomination should be confirmed.

**IT IS, THEREFORE, ORDERED** by the City Council of the City of Jackson, Mississippi, that Dr. Mukesh Kumar as the Director of the Department of Planning and Development for the City of Jackson, Mississippi.

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

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**Vice President Priester** recognized **Mayor Chokwe Antar Lumumba** who provided a brief presentation on the qualifications of **Dr. Mukesh Kumar** for consideration as the Director of the Department of Planning and Development for the City of Jackson, Mississippi. **Dr. Mukesh Kumar** read his personal statement and answered questions posed to him by Council Members.

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Thereafter, **Vice President Priester** called for a vote:

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

Nays- None.

Absent- Tillman.

\*\*\*\*\*

**ORDER CONFIRMING THE MAYOR'S NOMINATION OF LT. COLONEL LUCIUS WRIGHT TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.**

**WHEREAS**, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years;

**WHEREAS**, Mr. Vernon Hartley's term has expired; thereby creating a vacancy; and

**WHEREAS**, LTC Lucius Wright, resident of Ward 3, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

**IT IS THEREFORE ORDERED** that the Mayor's nomination of LTC Lucius Wright to the Jackson Municipal Airport Authority Board be confirmed with said term to expire August 29, 2022.

**Council Member Stokes** moved adoption; **Council Member Stamps** seconded.

-----

**Vice President Priester** recognized **Mayor Chokwe Antar Lumumba** who provided a brief presentation on the qualifications of **Lt. Colonel Lucius Wright** for consideration to the Jackson Municipal Airport Authority Board for the City of Jackson, Mississippi. **Lt. Colonel Lucius Wright** read his personal statement and answered questions posed to him by Council Members.

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OFFICE OF THE CITY ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE MISSISSIPPI YOUTH SPORTS ASSOCIATION, INC. (MYSA) FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT FOREST HILL PARK, 1344 MCCLUER ROAD, JACKSON, MISSISSIPPI. (WARD 6) (HARRIS, LUMUMBA)**

**WHEREAS**, the Mississippi Youth Sports Association, Inc. (MYSA) has partnered with the City of Jackson, Mississippi ("City"), as the management group for the athletic fields at Forest Hill Park, located at 1344 McCluer Road, Jackson, Mississippi ("Fields"); and

**WHEREAS**, the Mississippi Youth Sports Association, Inc. (MYSA) will provide the City proof of liability insurance in the amount of One Million Dollars (\$1,000,000.00), adding the ("City") as an additional insured, but only for liability caused, in whole or in part, by the acts and omissions of Mississippi Youth Sports Association, Inc. (MYSA) ; and

**WHEREAS**, Mississippi Youth Sports Association, Inc. (MYSA) will abide by all mutual agreements with the ("City"); and

**WHEREAS**, Mississippi Youth Sports Association, Inc. (MYSA) shall operate its Youth Sports Program and use the Fields in accordance with the rules and regulations established by its Youth Association Charter and the ("City").

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute a Facilities Use Agreement with Mississippi Youth Sports Association, Inc. (MYSA) governing its use of the athletic fields at Forest Hills Park for the period commencing on April 27, 2021 and ending on December 31, 2022, unless terminated earlier.

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

Agenda Item No. 27  
Agenda Date: April 27, 2021  
(Harris,Lumumba)

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

04-15-21  
DATE

<b>POINTS</b>		<b>COMMENTS</b>							
1.	<b>Brief Description</b>	This is an Order, authorizing the Mayor to execute a Facility Use Agreement with the Mississippi Youth Sports Association, Inc. (MYSA), for the management and use of athletic fields at the Forest Hills Park, for league play.							
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 Quality of Life							
3.	<b>Who will be affected</b>	Youth participating in sports, utilizing the athletic fields at Forest Hill Park							
4.	<b>Benefits</b>	Provides youth of the City of Jackson, with facilities where they can safely engage in youth baseball and softball activities.							
5.	<b>Schedule (beginning date)</b>	April 27, 2021							
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	6							
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation							
8.	<b>COST</b>	None							
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A							
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	_____	no	_____	N/A	✓
		AABE	100 %	WAIVER	_____	no	_____	N/A	✓
		WBE	_____ %	WAIVER	_____	no	_____	N/A	✓
		HBE	_____ %	WAIVER	_____	no	_____	N/A	✓
		NABE	_____ %	WAIVER	_____	no	_____	N/A	✓

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



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

# Memo

**TO:** The Honorable Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** April 15, 2021  
**RE:** Mississippi Youth Sports Association (MYSA)-Forest Hill Park  
Athletic Fields

---

This is an Order authorizing the Mayor to execute a Facility Use Agreement between the City of Jackson and the Mississippi Youth Sports Association (MYSA), for use and management of the City-owned Forest Hill Athletic fields. The agreement defines the respective responsibilities of both the City and the Mississippi Youth Sports Association (MYSA).

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

IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE MISSISSIPPI YOUTH SPORTS ASSOCIATION, INC. (MYSA) FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT FOREST HILL PARK, 1344 McCLUER ROAD, JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

*MAILED*  
*OFFICE OF THE CITY ATTORNEY*  
*4/16/2021*



# **MISSISSIPPI YOUTH SPORTS ASSOCIATION, INC.**

## **MYSA REQUEST FOR USE OF FACILITIES**

To: Charles Melvin & Ison Harris, City of Jackson Parks & Recreation

From: Robert Brunson, President

Date: January 27, 2021

Re: Forest Hill Park



Dear Mr. Melvin & Mr. Harris

I am writing concerning the Forest Hill Park located on McCluer Road. I would like to present a proposal/request that would be mutually beneficial to both the City of Jackson and the Mississippi Youth Sports Association, Inc.

MYSA has been the leader in youth sports in the City of Jackson and throughout the state of Mississippi since 1994. We are committed to helping enhance the lives of the youth in the communities that we serve through academics, sports, and mentoring programs.

Although MYSA is headquartered in Jackson, it has participants countywide (Hinds) and beyond, including Madison, Rankin, Wilkerson, Hancock, Jackson, Adams, and Warren counties. We have one of the largest sports programs in the state. Our administrators have over 60 years of combined experience dealing with youth sports and we have a large number of volunteer coaches made up of men and women who dedicate themselves wholeheartedly to MYSA and our participants.

On the behalf of MYSA, I am requesting access to and control of the Forest Hill Park and make it a multi-sports complex to include baseball, soccer, and football. The City of Jackson do not have a multi-sports complex as our surrounding cities have and I believe this will be a boost to the city of Jackson and give the youth a place to call their own.

MYSA is asking for a multi-year contract that will allow us the time to develop the space, build our program, and ultimately make our investment in this community/park significant for the return that we seek. MYSA will provide liability insurance for facility as well as medical insurance for participants and MYSA staff and volunteers. In closing, I would like to state that this proposal/request is in general and I am available to discuss our detail plan for the park.

Thank you in advance for the opportunity to partner with the City of Jackson. We are confident that this partnership will not only help MYSA, but Jackson Parks & Recreation as well in providing a multipurpose facility for the youth in the City of Jackson.

Best Regards,

*Robert Brunson*

Robert Brunson, President

**P.O. BOX 12312 JACKSON, MS. 39236 Tel. 601.918.1974**

MYSA



**THE BEST IN YOUTH SPORTS!!**

## Our History

### THE MISSISSIPPI YOUTH SPORTS ASSOCIATION

## History

**MYSA derives from the former GRA-Y league, the Community Opportunity league, the Jackson Youth Football Association and the CM&I league in which Mr. Brunson coached, were an administrator and/or co-founder. In 1994 he decided to reach out outside of the city of Jackson and into other communities creating what is now known as The Mississippi Youth Sports Association, Inc. (MYSA). Mr. Brunson has been over a team or a league from 1979 - present:**

**Through the years these programs has provided over 20,000+ youth to live their dreams of playing sports and as a result vast majority of our participants has played in college, some have gone on to play professional football, and others have excelled into careers involving medicine, computers, and even a City of Jackson councilmen. There is no question that MYSA is effectively helping our youth to excel both academically and athletics.**

**e have leaders with over 50 years of combined experience in youth sports and**

recreations. We have over 150+ MYSA certified coaches that provides mentor-ship and guidance for our participants. Many of these coaches have over 10 years of multiple sports experience and are dedicated to their communities.

MYSA Vice President is Ms. Gloria Jones. Ms. Jones was MYSA's first commissioner and the first commissioner of Jackson Youth Football Association as well as the first female commissioner in youth football in central Mississippi. Ms. Jones has been in youth football since 1990 and continues to help make MYSA the best sports organization in Mississippi.

Robert Brunson: 601-918-1974 or email [msyouthsports@aol.com](mailto:msyouthsports@aol.com)

Gloria Jones: 601-941-8951 or email [gjjones@sfbli.com](mailto:gjjones@sfbli.com)

---

**MISSISSIPPI YOUTH SPORTS ASSOCIATION, INC. (MYSA)  
FACILITY USE AGREEMENT**

This Non-Exclusive Agreement, made, by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter called "City," and the **Mississippi Youth Sports Association, Inc. (MYSA)**, a nonprofit corporation, hereinafter called "User."

**WITNESSETH:**

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its youth sports program at the location described in "Exhibit A," hereinafter called "Facilities," **beginning April 27, 2021 and ending December 22, 2022**, unless terminated earlier. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks and Recreation Director, hereinafter called "Director" or his designee. "Exhibit A" is attached hereto and incorporated by reference as if set forth in words and figures herein.

The Mississippi Youth Sports Association, Inc. (MYSA) has partnered with City of Jackson, Mississippi ("City"), where its group will serve as the management group for the athletic fields at **Forest Hill Park**, located at **1344 McCluer Road** in **Jackson, Mississippi** ("Fields") (Please see Exhibit "A".)

2. By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, *et seq.*, of the Mississippi Code of 1972, as amended.
3. The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director or his designee for approval.
4. The User shall be responsible for all field preparation for games and practices and all other maintenance, which includes lining fields, cutting grass (if required between normal city-scheduled cuttings), and picking up misplaced litter and placing it in trash cans. Individuals involved in field preparation shall attend a field preparation workshop sponsored by the City. Proper field preparation techniques are outlined in the "*Field Preparation Manual*" provided by the City. Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

- 
5. The User shall make no permanent physical improvements to the Facilities without first obtaining the Director's or his designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.
  6. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.
  7. All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, written approval from the Director or his designee shall be requested.
  8. The User shall submit to the Director or his designee the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials to the Director or his designee prior to the start of the activities of the User.
  9. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers and other personnel of these laws, rules, regulations, policies and procedures. Without written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
  10. The User shall be financially responsible for excessive electricity consumption at the Facilities that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.
  11. The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis.
  12. The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.

- 
13. The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
  14. The Director or his designee shall serve as the liaison between the City and the User and, shall ensure compliance therewith.
  15. This Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, the User's failure to comply with any term or condition of this Agreement shall allow the City to terminate this Agreement immediately.
  16. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
  17. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
  18. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
  19. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.
  20. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
  21. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.
  22. The City of Jackson, Department of Parks and Recreation, reserves the right to plan, host and schedule special events and other venues, at the Forest Hill Park, in an effort to help promote, encourage participation, and increase revenue, whenever deemed necessary, with a thirty (30) day notice.

---

23. Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

**City:**

Ison B. Harris, Jr., Director  
Parks and Recreation Department  
City of Jackson  
Post Office Box 17  
Jackson, MS 39205  
601-960-0716  
[iharris@jacksonms.gov](mailto:iharris@jacksonms.gov)

**User:**

Robert Brunson, President  
Mississippi Youth Sports Association, Inc.  
(MYSA)  
P. O. Box 12312  
Jackson, MS 39236  
601-918-1974  
[msyouthsports@aol.com](mailto:msyouthsports@aol.com)

**Copy:**

City of Jackson  
Office of the City Attorney  
455 East Capitol Street  
Post Office Box 2779  
Jackson, MS 39207-2779

24. This Agreement is executed by each party hereto after first being duly authorized to do so.

**IN WITNESS WHEREOF**, this Agreement is entered into on the date first written above.

**MISSISSIPPI YOUTH SPORTS  
ASSOCIATION, INC. (MYSA)**

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_  
**Robert Brunson, President**

BY: \_\_\_\_\_  
**Chokwe Antar Lumumba, Mayor**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

---

**EXHIBIT "A"**

**FOREST HILL PARK FACILITIES**

**1344 MCCLUER ROAD**

Use of the field(s) listed below includes the use of all support structures and facilities (i.e. dugouts, lights, press boxes, concession stands, bleachers fencing, etc.) unless otherwise specified.

Field numbers listed below match the attached field layouts, but do not necessarily match field marking at this park.

Field #1    Field #6

Field #2    Field #7

Field #3

Field #4

Field #5

In order to use facilities for their intended purpose, all use under this Agreement must meet the specifications set forth by the User as outlined in regard to facility maintenance and activities.



**ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX, LOCATED NEAR 105 EAST PASCAGOULA STREET, ON JUNE 19, 2021 AT A COST OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00). (WARD 7) (HARRIS, LUMUMBA)**

*C. MARRA*  
*4/19/2021*

**WHEREAS**, the City of Jackson would like to provide, fireworks display to celebrate Juneteenth, also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, which officially marked the end of slavery in the United States, commemorating African-American freedom; and

**WHEREAS**, the fireworks display will take place on Saturday, June 19, 2021 next to the Jackson Convention Complex, located near 105 East Pascagoula Street; and

**WHEREAS**, Pyro Shows, Inc., has agreed to provide a safe, fireworks display on the above referenced date for a cost not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00); and

**WHEREAS**, a fifty percent (50%) deposit of Six Thousand Two Hundred and Fifty Dollars (\$6,250.00) shall be due by May 9, 2021; and

**WHEREAS**, in furtherance of the show, Pyro Shows, Inc. will provide the City with proof of General Liability Insurance and Automobile Liability for \$5,000,000.00 (Five Million Dollars), combined single limit, covering its activities and services in connection with the show described in this contract, listing the City as an additional insured under the terms of this coverage.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Pyro Shows, Inc. and all documents necessary to effect the terms of the Agreement, for a fireworks display on June 19, 2021, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, next to the Jackson Convention Complex, located near 105 East Pascagoula Street in Jackson, Mississippi, with the total cost not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00).

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

Agenda Item No. 28  
Agenda Date: April 27, 2021  
(Harris, Lumumba)

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

**04-14-21**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																																								
<b>1.</b>	<b>Brief Description</b>	This Order authorizes the Mayor to execute an agreement between the City of Jackson and Pyro Shows, Inc., for a fireworks display, next to the Jackson Convention Complex, located at 105 East Pascagoula Street, Jackson, Mississippi, on June 19, 2021.																																																								
<b>2.</b>	<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																																																								
<b>3.</b>	<b>Who will be affected</b>	Citizens of Jackson																																																								
<b>4.</b>	<b>Benefits</b>	Provides citizens the opportunity to view and enjoy safe fireworks display production, free to the public.																																																								
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon Council Approval																																																								
<b>6.</b>	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7	No																																																							
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																								
<b>8.</b>	<b>COST</b>	Total Cost - \$12,500.00 May 9, 2021 – 50% Deposit Due - \$6,250.00 June 19, 2021 – Remaining Balance - \$6,250.00																																																								
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	005-501.10-6419																																																								
<b>10.</b>	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> </table>		ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																																
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																																
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																																
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																																
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																																

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



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

# Memo

**TO:** The Honorable Mayor Chokwe Antar Lumumba  
Office of the Mayor

**FROM:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation

**DATE:** April 15, 2021

**SUBJECT:** Pyro Shows Fireworks Display – Juneteenth Event

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This Order authorizes the Mayor to execute an agreement between the City of Jackson and Pyro Shows, Inc., for a fireworks display, next to the Jackson Convention Complex, located at 105 East Pascagoula Street, Jackson, Mississippi, on June 19, 2021.

The Department believes executing this agreement is in the best interest of the City and Department, and recommends this Order is approved.

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

---

*Handwritten:* MDA  
6/19/2021

This ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX, LOCATED NEAR 105 EAST PASCAGOULA STREET, ON JUNE 19, 2021 AT A COST OF TWELVE THOUSAND FIVE HUNDRED DOLLARD (\$12,500.00) is legally sufficient for placement in NOVUS Agenda.

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

*Handwritten:* 6/19/2021  
\_\_\_\_\_  
DATE



Pyro Shows, Inc  
 PO Box 1776  
 LaFollette, TN 37766

# Initial Payment

Date	S.O. Number
4/9/2021	21MS000261

Name / Address
City of Jackson Dept. of Parks & Recreation 1000 Metrocenter, Suite 104 Jackson, MS 39209

Project	P.O. No.	Show Date	Terms
Jackson, City of	Independence 2021	6/19/2021	Initial Payment
Description	Deposit Due	Total	
Due per Contract Agreement - City of Jackson Independence Celebration 06/19/21	6,250.00	6,250.00	
Contract #21MS06-19C12500-000261 Total: \$12,500.00			
Out-of-state sale, exempt from sales tax	0.00%	0.00	
We appreciate your prompt payment.		<b>Total</b>	\$6,250.00



### Contract Agreement

This Agreement made on April 9, 2021 by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "PYRO SHOWS" and City of Jackson with its principle place of business located at 1000 Metrocenter Suite 104 , Jackson, MS, 39209, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 21-MS-06-19-C-12500-000261 dated April 9, 2021. The Show will be given on June 19, 2021. Rain date/postponement date: No Rain Date Selected 0, 0.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply



for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Jackson shall pay PYRO SHOWS \$ 12,500.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 12,500.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 6,250.00) upon return of signed contract by May 9, 2021. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.



**IMPORTANT:** Checks must be made payable to **PYRO SHOWS, INC.**

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

**PYRO SHOWS, INC.**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Lansden E. Hill Jr.**                      -OR-                      **Michael E. Walden**  
 President and CEO                      Vice President

**CUSTOMER**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
                     **Signature**                      **Printed Name**                      **Title**

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  
 No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.





Post Office Box 1776  
115 North 1<sup>st</sup> Street  
LaFollette, TN 37766  
Phone: (800) 662-1331  
www.pyroshows.com

Date: April 9, 2021

Customer Name: City of Jackson

Address: 1000 Metrocenter, Suite 104

City/State/Zip: Jackson, MS 39209

Date of Event: June 19, 2021

### AGREEMENT FOR PYRO SHOWS TO PROVIDE INSURANCE COVERAGE

As part of the agreement for Pyro Shows to provide a fireworks display, special effects, or other services, Pyro Shows agrees to provide insurance coverage to you and any other entity requested by you or required by written contract or agreement to be covered as an Additional Insured on our insurance coverage as it applies to any event for service that we provide for you.

This agreement applies whether you sign our contract, amend the performance schedule with an additional date(s), if you hire us by purchase order, if we sign your contract, or if our services are provided as a special request or as a donation.

No signature is required by you. This agreement is for your information only.

Sincerely,

**Lansden E. Hill, Jr.**  
President & CEO

- ESPN  
Monday Night Football
- Silver Jubilee Celebration  
Abu Dhabi, UAE
- Fourth of July Washington  
Monument  
Washington, D.C.
- Southeastern Conference  
Football/Basketball
- Let Freedom Sing  
Nashville, TN
- Harborfest  
Norfolk, VA
- US Soccer  
Hartford, CT
- Red, Hot, & Boom  
Altamonte Springs, FL
- Rivercade Days  
Sioux City, IA
- Texas Motor Speedway  
Fort Worth, TX
- Dollywood  
Pigeon Forge, TN
- Riverbend Festival  
Chattanooga, TN
- Tennessee Titans Football  
Nashville, TN
- Silver Dollar City  
Branson, MO
- Lighted Boat Parade  
Jacksonville, FL
- Fourth of July  
Fort Bragg, NC
- Bristol Motor Speedway  
Bristol, TN
- Vulcan Park and Museum  
Birmingham, AL
- International Fireworks  
Competition  
San Sebastian, Spain
- Stone Mountain Laser Show  
Stone Mountain, GA





Custom Fireworks  
Proposal  
for

**City of Jackson, MS**

June 19, 2021

*All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.*

# Fireworks



Pyro Shows is pleased to submit the following customized firework proposal to **City of Jackson, Mississippi**, for your Independence Day Celebration on **Saturday, June 19, 2021**.

At Pyro Shows, our mission is to provide an *EPIC* fireworks event to excite and delight your audience while attracting a larger number of spectators to your venue!

Pyro Shows places great emphasis on product value, quality, and performance. Our dedicated diligence behind the scenes ensures the outstanding results that we love to provide.

Enjoy reviewing this proposal and remember, “customization” is the key. We will be happy to make adjustments to the proposal to achieve your vision of the show.

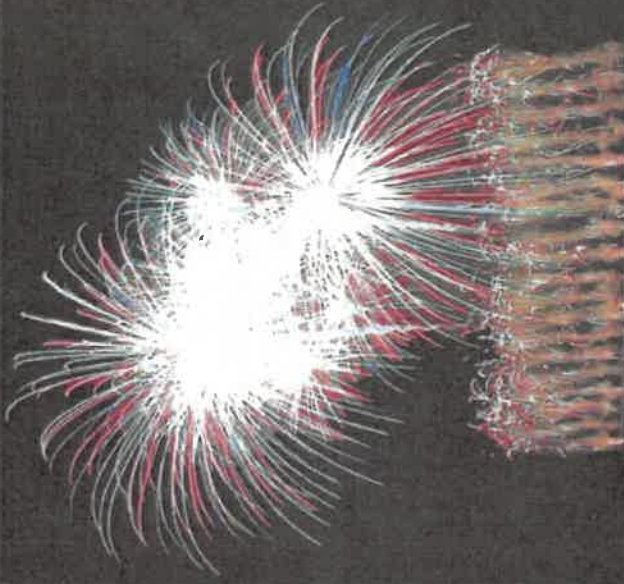
Thank you for the opportunity to bid on this special event. We look forward to hearing from you.

# About Us

Pyro Shows just celebrated 50 golden years! Before our corporate office in Tennessee and our additional offices in Texas and Alabama, we had to start somewhere. That place in time was 1969 when Lansden Hill began a professional fireworks service. Rave reviews of the shows would prove that he appropriately named the company

**Pyro Shows.** With each passing year of business, Pyro Shows maintained the momentum and achieved success both nationally and internationally.

2019 marked the 50th year in business that Pyro Shows has successfully performed fireworks. From Sweden, to Spain, and from Abu Dhabi in the UAE, to Taiwan, Pyro Shows has shared talent and expertise with millions of people around the world. That is a legacy of happiness generated by fireworks!



## FIREWORKS BY PYRO SHOWS

A brief description of the Pyro Shows team of professionals is much like describing a fireworks show:



*"It takes many layers of time and talent to result in a safely executed, spectacular show."*

Time after time, we see the shock on faces who realize the behind-the-scenes time and effort that goes into (literally) every show.



# Your Event

Event Date: June 19, 2021  
Fireworks Duration: 20 Minutes

Fireworks Display Time: 8:15 PM  
Music: N/A

## Included Services

All fireworks permit processing and fees required by the County, City and/or State jurisdictions.  
All Pyrotechnician labor (trained in safety, licensed in pyrotechnics and insured by Pyro Shows).

### Insurance Liability Coverages:

General Liability	\$5,000,000.00
Automobile Liability	\$5,000,000.00

### Insurance Agency:

Britton-Gallagher and Associates  
1375 E. 9<sup>th</sup> Street, 30<sup>th</sup> Floor  
Cleveland, OH 44114

### Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

### Compliance:

Pyro Shows adheres to the following regulatory requirements:  
BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives  
FAA – Federal Aviation Administration  
NFPA 1123, 1124

# Pyro "Lingo"



## Main Body

The **MAIN BODY** of the show will fill the sky with bursts of sparkling colors and shapes. The fireworks will layer at different heights adding several visual perspectives for the audience. We will feature a combination of premium shells to keep up the tempo and the dazzle!



## Patterns

The world of fireworks would never be the same without happy **PATTERNS** in the sky! Smiley faces and hearts are among the most popular, but we don't stop there. Our patterns incorporate bubbles, wagon wheels, diamonds, butterflies, and more!



## Grand Finale

The **GRAND FINALE**...well, it pretty much speaks for itself. It's what wraps up the show with an **EPIC** ending and it's everyone's favorite part. If you're new to **GRAND FINALES**, imagine mountains and waves of color filling the sky, earthshaking salutes and majestic brocade gold chrysanthemums.

# Main Body Cakes

Quantities of cake effects in your show.

Qty	Description	Total
2	250-Shot 1.0" Brocade Crown	500
1	70-Shot 1.25" Red Crossette w/White Strobe Blue	70
10	100-Shot 1.25" Splendid Silver Tail	1000
2	150-Shot 1.25" Peachblow w/Lemon Tail	300
1	81-Shot 1.5" Colorful Meteor	81
1	49-Shot 2.0" Pride, Freedom and Thunder	49
2	50-Shot 2.0" Mixed Color Chrysanthemum	100
Total Main Body Cakes		2,100

# Main Body

The main body of the show will feature this variety of our premium shells.

## Ornamental

Specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of high quantity and quality in a wide variety of effects.

## Elaborate

More intricate multiple effect and precision shells are composed of many of the very best imported shells made throughout the world.

## Extravagant

Another variety of cylindrical and spherical shapes, these are made exclusively in the United States and are the brightest and most vivid colors available. They are powerful and often break with the size, pattern, and density of shells twice their size.

## Extraordinary Effect/Multiple Break

This class includes the ultimate in the art and science of pyrotechnology. When we refer to "multiple break", that translates as: two or more shells of the same size stacked on top of each other to be fired at the same time.

Size	Ornamental	Elaborate	Extravagant	Extraordinary	Sub Total
3" Shell	120	120	30	30	300
				Total	300



# Grand Finale

The moment you thought the show couldn't get any better, then it DOES!

Size	Ornamental	Elaborate	Extravagant	Extraordinary	Sub Total
1.25" Shell	40	40	10	10	100
2" Shell	40	40	10	10	100
3" Shell	72	72	18	18	180
Total					380

# Shell Summary

The sizes and quantities of fireworks we recommend for your show.

**City of Jackson  
Independence Day Celebration 2021  
Saturday, June 19, 2021**

**\$12,500.00**

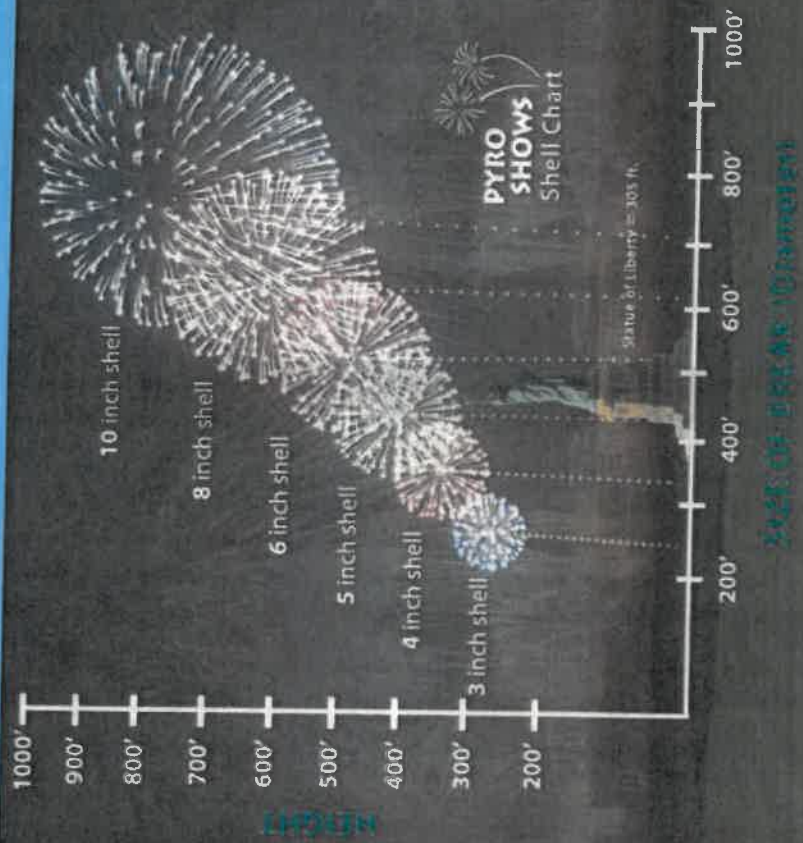
SHELL SIZE	DEVICE	QUANTITY	TOTAL
250 x 1.0"	Cakes	2	500
70 x 1.25"	Cakes	1	70
100 x 1.25"	Cakes	10	1000
150 x 1.25"	Cakes	2	300
81 x 1.5"	Cakes	1	81
49 x 2.0"	Cakes	1	49
50 x 2.0"	Cakes	2	100
3"	Aerial Shell	300	300
<b>MAIN BODY DEVICE TOTAL</b>			<b>2,400</b>

SHELL SIZE	DEVICE	QUANTITY	TOTAL
100 x 1.25"	Cakes	1	100
50 x 2.0"	Cakes	2	100
3"	Aerial Shells	180	180
<b>TOTAL FINALE DEVICES</b>			<b>380</b>

**TOTAL DEVICE COUNT - MAIN BODY AND FINALE 2,780**

# Firework Shell Size 101

The bigger the boom, the bigger the break.



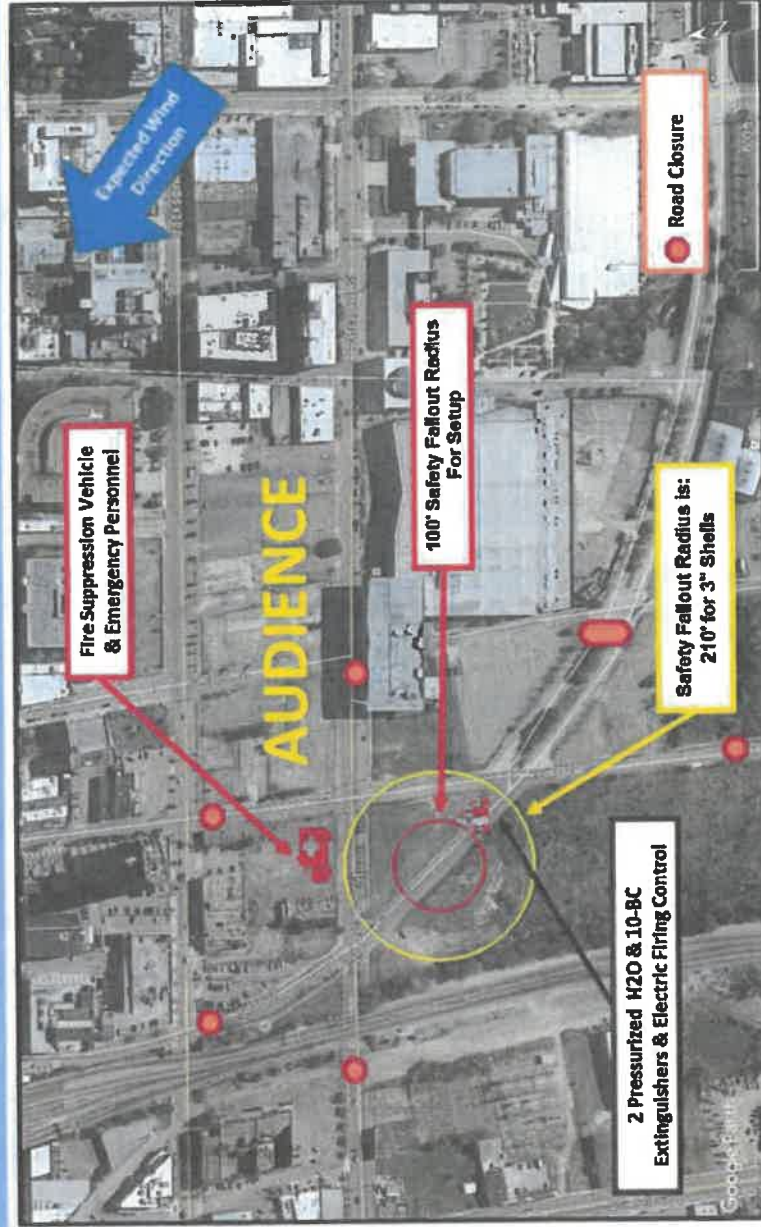
The higher a firework shell climbs in the sky and the bigger the burst is directly related to the shell diameter size.

(That's pyrotech talk.)

Basically, a 10 inch shell goes 700 feet higher than a 3 inch shell which goes 300 feet high.

# Site Diagram

This is a satellite image of where we will build your show.



# PYROprofessionals

We're good at what we do because we do what we LOVE.

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional "dud", but what we **DO FOR YOU** if there is a "dud".



# Seriously Safe



Safety is first, EPIC is next.

As fun and festive as fireworks are, Pyro Shows is very **serious** about the **safety** of our spectators and our crews. In fact, safety is not just our job, its our **#1 mission**.

**We get it. Business is business, but before hiring a fireworks company, do some fact-checking to verify their credentials. The answers to all of their safety and legal criteria must be YES.**

**(By the way, the ✓'s below signify that our answers are ALL YES.)**



- ✓ Pyrotechnicians trained, licensed, and cleared by ATF
- ✓ Company ATF License
- ✓ State Display Exhibitor License
- ✓ USDOT Motor Carrier Policy for Public Liability
- ✓ Hazardous Materials Safety Permit
- ✓ \$10M Certificate of Liability Insurance Coverage
- ✓ \$1M Workers Compensation Insurance Coverage



We hope you've enjoyed reviewing our ideas for your show!

Thank you for your interest in fireworks. We look forward to hearing from you.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

PASSION FOR PYRO MORE THAN 50 YEARS



**PYRO  
SHOWS**

Since 1969

800.662.1331

[pyroshows.com](http://pyroshows.com)





**ORDER AMENDING ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY FOR AUGUST 1, 2020 THROUGH OCTOBER 15, 2020, AUTHORIZING PAYMENT FOR SAID SERVICES.**

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS  
 JACOB LUMUMBA  
 4/27/2021

**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**, said vendor has provided additional invoices and requests payment for services rendered at the Pete Brown Golf Facility and the Park Maintenance Division Facilities 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	16307	11-16-19 thru 12-01-19	\$3,558.10
		16394	12-16-19 thru 12-31-19	\$2,475.20
		16395	12-23-19 thru 01-02-20	\$1,414.40
		16480	01-16-20 thru 01-31-20	\$2,475.20
		17364	01-16-21 thru 01-31-21	\$2,699.20
		17385	02-01-21 thru 02-15-21	\$2,530.50
		17386	02-05-21 thru 02-15-21	\$1,530.36
		17407	02-16-21 thru 02-28-21	\$2,193.10
		17408	02-19-21 thru 02-22-21	\$765.18
		17449	03-01-21 thru 03-15-21	\$2,530.50
<b>Total Due:</b>				<b>\$22,171.74</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 November 16, 2019, through March 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 Twenty-Two Thousand One Hundred and Seventy-One Dollars and Seventy-Four Cents (\$22,171.74) for the 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 November 1, 2019 through March 15, 2021 are hereby ratified, and the payment in an amount of Twenty-Two Thousand One Hundred and Seventy-One Dollars and Seventy-Four Cents (\$22,171.74) is authorized.

Agenda Item No. 29  
 Agenda Date: April 27, 2021  
 (Harris, Lumumba)

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

04-21-21  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description</b>	ORDER AMENDING ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY FOR AUGUST 1, 2020 THROUGH OCTOBER 15, 2020, 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 and the Park Maintenance Division'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 ( <u>yes</u> 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>	Twenty-Two Thousand One Hundred Seventy-One Dollars and Seventy-Four Cents (\$22,171.74), from November 16, 2019 through March 15, 2021. Funds will be paid out of Account 005-504.10-6420.																																																		
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																																																		
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
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 21, 2021  
**Re:** CCSI Security – (11-16-2019 thru 03-15-21)

---

This Order ratifies the acceptance and authorizes payment to CCSI Security for the provision of armed guard security services at the Sonny Guy Golf aka Pete Brown Golf Facility and the Park Maintenance Division Facility, November 16, 2019 through March 15, 2021, for a total amount of Twenty-Two Thousand Seventy-One Dollars & Seventy-Four Cents (\$22,171.74).

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

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*

This **ORDER AMENDING ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AND THE PARK MAINTENANCE DIVISION FACILITY FOR AUGUST 1, 2020 THROUGH OCTOBER 15, 2020, AUTHORIZING PAYMENT FOR SAID SERVICES** is legally sufficient for placement in NOVUS Agenda.

s/s **Monica Allen, Interim City Attorney**  
**Kristen Love, Deputy City Attorney** *[Handwritten initials]*

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

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

<b>INVOICE NO.</b>	16307
<b>DATE</b>	12/01/19

**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
Season Greetings!!				
11/16/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/16/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/16/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/17/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/17/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/17/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/18/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/18/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/18/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/19/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/19/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/19/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/20/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/20/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/20/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/21/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/21/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/21/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/22/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/22/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/22/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/23/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/23/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/23/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/24/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/24/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/24/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/25/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/25/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30

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>	16307
<b>DATE</b>	12/01/19

**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
11/25/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/26/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/26/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/26/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/27/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/27/19 Security Officer - 17:00-23:00	8.00	Hours	11.05	88.40
11/27/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/28/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/28/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/28/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/29/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/29/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/29/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/30/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
11/30/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
11/30/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
11/27 19 Security Officer -Bullard St	16.00	Hours	11.05	176.80
11/28 19 Security Officer Bullard	24.00	Hours	11.05	265.20
11/29/19 Security Officer Bullard	24.00	Hours	11.05	265.20
11/30/19 Security Officer Bullard	24.00	Hours	11.05	265.20
12/01/19 Security Officer Bullard	24.00	Hours	11.05	265.20
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>	3,558.10
			<b>Sales Tax</b>	
			<b>TOTAL</b>	\$3,558.10

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

<b>INVOICE NO.</b>	16394
<b>DATE</b>	01/01/20

**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
Happy New Year!!!				
12/16/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/16/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/16/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/17/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/17/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/17/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/18/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/18/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/18/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/19/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/19/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/19/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/20/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/20/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/20/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/21/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/21/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/21/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/22/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/22/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/22/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/23/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/23/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/23/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/24/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/24/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/24/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/25/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/25/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30

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>	16394
<b>DATE</b>	01/01/20

**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
12/25/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/26/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/26/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/26/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/27/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/27/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/27/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/28/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/28/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/28/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/29/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/29/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/29/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/30/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/30/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/30/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
12/31/19 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
12/31/19 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
12/31/19 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
1				
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>	2,475.20
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>\$2,475.20</b>



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

<b>INVOICE NO.</b>	16395
<b>DATE</b>	01/01/20

**CUSTOMER**

Stanley Smith  
City Of Jackson Park Maintenance Division  
3200 Woodrow Wilson Drive  
Jackson, MS 39209

**SERVICE LOCATION**

Park Maintenance  
3880 Bullard St  
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
Happy New Year!!!					
12/23/19 Armed Security Officer - 15:00-23:00	8.00	Hours	11.05	88.40	
12/23/19 Armed Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05	
12/24/19 Armed Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35	
12/24/19 Armed Security Officer - 07:00-15:00	8.00	Hours	11.05	88.40	
12/24/19 Armed Security Officer - 15:00-23:00	8.00	Hours	11.05	88.40	
12/24/19 Armed Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05	
12/25/19 Armed Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35	
12/25/19 Armed Security Officer - 07:00-15:00	8.00	Hours	11.05	88.40	
12/25/19 Armed Security Officer - 15:00-23:00	8.00	Hours	11.05	88.40	
12/25/19 Armed Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05	
12/26/19 Armed Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35	
12/30/19 Armed Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05	
12/30/19 Armed Security Officer - 15:00-23:00	8.00	Hours	11.05	88.40	
12/31/19 Armed Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35	
12/31/19 Armed Security Officer -					

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>	16395
<b>DATE</b>	01/01/20

**CUSTOMER**

Stanley Smith  
City Of Jackson Park Maintenance Division  
3200 Woodrow Wilson Drive  
Jackson, MS 39209

**SERVICE LOCATION**

Park Maintenance  
3880 Buford St  
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
07:00-15:00 12/31/19 Armed Security Officer -	8.00	Hours	11.05	88.40
15:00-23:00 12/31/19 Armed Security Officer -	8.00	Hours	11.05	88.40
23:00-00:00 01/01/20 Armed Security Officer -	1.00	Hours	11.05	11.05
00:00-07:00 01/01/20 Armed Security Officer -	7.00	Hours	11.05	77.35
07:00-00:00 01/02/20 Armed Security Officer -	17.00	Hours	11.05	187.85
00:00-07:00	7.00	Hours	11.05	77.35
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> 1,414.40 <b>Sales Tax</b> <b>TOTAL</b> \$1,414.40

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

<b>INVOICE NO.</b>	16480
<b>DATE</b>	02/03/20

**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
01/16/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/16/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/16/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/17/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/17/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/17/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/18/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/18/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/18/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/19/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/19/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/19/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/20/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/20/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/20/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/21/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/21/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/21/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/22/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/22/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/22/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/23/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/23/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/23/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/24/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/24/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/24/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/25/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/25/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/25/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05

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>	16480
<b>DATE</b>	02/03/20

**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
01/26/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/26/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/26/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/27/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/27/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/27/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/28/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/28/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/28/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/29/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/29/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/29/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/30/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/30/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/30/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
01/31/20 Security Officer - 00:00-07:00	7.00	Hours	11.05	77.35
01/31/20 Security Officer - 17:00-23:00	6.00	Hours	11.05	66.30
01/31/20 Security Officer - 23:00-00:00	1.00	Hours	11.05	11.05
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!!!!			<b>Sub-Total</b>	2,475.20
			<b>Sales Tax</b>	
			<b>TOTAL</b>	\$2,475.20

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

<b>INVOICE NO.</b>	17384
<b>DATE</b>	02/01/21

**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
01/16/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/16/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
01/16/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
01/17/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/17/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
01/17/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
01/18/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/18/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
01/18/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00
01/19/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/19/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
01/19/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00
01/20/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/20/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
01/20/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00
01/21/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/21/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
01/21/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
01/22/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/22/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
01/22/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
01/23/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/23/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
01/23/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00
01/24/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/24/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
01/24/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00
01/25/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
01/25/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
01/25/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00

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>	17364
<b>DATE</b>	02/01/21

**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	
01/26/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
01/26/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
01/26/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00	
01/27/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
01/27/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
01/27/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00	
01/28/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
01/28/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
01/28/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
01/29/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
01/29/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
01/29/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
01/30/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
01/30/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
01/30/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00	
01/31/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
01/31/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
01/31/21 Security Officer - 23:59-00:00	0.00	Hours	12.05	0.00	
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>	17385
<b>DATE</b>	02/16/21

**CUSTOMER**

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

**SERVICE LOCATION**

Sonny Guy Golf Course  
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
02/01/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/01/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/02/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/02/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/03/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/03/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/04/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/04/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/04/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/05/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/05/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/05/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/06/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/06/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/07/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/07/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/08/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/08/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/09/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/09/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/10/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/10/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/11/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/11/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/11/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/12/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/12/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/12/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/13/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/13/21 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

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

<b>INVOICE NO.</b>	17385
<b>DATE</b>	02/16/21

**CUSTOMER**

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

**SERVICE LOCATION**

Sonny Guy Golf Course  
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	
02/14/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
02/14/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
02/15/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
02/15/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
Please remit payment to: Ccsf Security, P.O. Box 6485 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>	2,530.50	
			<b>Sales Tax</b>		
			<b>TOTAL</b>	<b>\$2,530.50</b>	



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

<b>INVOICE NO.</b>	17386
<b>DATE</b>	02/16/21

**CUSTOMER**

Stanley Smith  
City Of Jackson Park Maintenance Division  
3200 Woodrow Wilson Drive  
Jackson, MS 39209

**SERVICE LOCATION**

Park Maintenance  
3880 Bullard St  
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
02/05/21 Armed Security Officer - 15:30-23:00	7.50	Hours	12.05	90.38	
02/05/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
02/06/21 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
02/06/21 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
02/06/21 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
02/06/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
02/07/21 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
02/07/21 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
02/07/21 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
02/07/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
02/08/21 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
02/12/21 Armed Security Officer - 15:30-23:00	7.50	Hours	12.05	90.38	
02/12/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
02/13/21 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
02/13/21 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	

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>	17386
<b>DATE</b>	02/16/21

**CUSTOMER**

Stanley Smith  
City Of Jackson Park Maintenance Division  
3200 Woodrow Wilson Drive  
Jackson, MS 39209

**SERVICE LOCATION**

Park Maintenance  
3880 Bullard St  
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
02/13/21 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
02/13/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
02/14/21 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
02/14/21 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
02/14/21 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
02/14/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
02/15/21 Armed Security Officer - 00:00-07:00	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>	1,530.36
<b>Sales Tax</b>	
<b>TOTAL</b>	\$1,530.36

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

INVOICE NO.	17407
DATE	03/01/21

**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
02/16/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/16/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/17/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/17/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/18/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/18/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/18/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/19/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/19/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/19/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/20/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/20/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/21/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/21/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/22/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/22/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/23/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/23/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/24/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/24/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/25/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/25/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/25/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/26/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/26/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
02/26/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/27/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/27/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
02/28/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/28/21 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!!!!			Sub-Total	2,193.10
			Sales Tax	
			<b>TOTAL</b>	<b>\$2,193.10</b>

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

<b>INVOICE NO.</b>	17408
<b>DATE</b>	03/01/21

**CUSTOMER**

Stanley Smith  
City Of Jackson Park Maintenance Division  
3200 Woodrow Wilson Drive  
Jackson, MS 39209

**SERVICE LOCATION**

Park Maintenance  
3880 Bullard St  
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
02/19/21 Armed Security Officer - 15:30-23:00	7.50	Hours	12.05	90.38
02/19/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/20/21 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/20/21 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40
02/20/21 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40
02/20/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/21/21 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
02/21/21 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40
02/21/21 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40
02/21/21 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
02/22/21 Armed Security Officer - 00:00-07:00	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>	765.18
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>\$765.18</b>



Ccs! Security  
P.O. Box 8485  
Jackson, MS 39284

<b>INVOICE NO.</b>	17449
<b>DATE</b>	03/16/21

**CUSTOMER**

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

**SERVICE LOCATION**

Sonny Guy Golf Course  
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
03/01/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/01/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/02/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/02/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/03/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/03/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/04/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/04/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/04/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/05/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/05/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/05/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/06/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/06/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/07/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/07/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/08/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/08/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/09/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/09/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/10/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/10/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35
03/11/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/11/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/11/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/12/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/12/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
03/12/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
03/13/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
03/13/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35

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

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

<b>INVOICE NO.</b>	17449
<b>DATE</b>	03/16/21

**CUSTOMER**

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

**SERVICE LOCATION**

Sonny Guy Golf Course  
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	
03/14/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
03/14/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
03/15/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
03/15/21 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>	2,530.50	
			<b>Sales Tax</b>		
			<b>TOTAL</b>	\$2,530.50	

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING JACKSON STATE UNIVERSITY'S APPLICATION TO BLOOMBERG PHILANTHROPIES FOR AN ASPHALT ART INITIATIVE GRANT FOR FUNDING TO IMPROVE STREET SAFETY AND REVITALIZE ITS PUBLIC SPACE is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* CG



DATE

OFFICE OF THE CITY ATTORNEY  
CG

**Department of Planning and Development**



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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

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

Jhai Keeton, Deputy Director  
Planning and Development

**Date:** April 19, 2021

**Subject:** Agenda Item

The attached agenda item allows for the City of Jackson to submit a Resolution in support of Jackson State University's grant application to Bloomberg Philanthropies for its Asphalt Art Initiative which will provide funding to do a mural on public spaces. The focus of the initiative includes, but is not limited to, visual interventions on roadways (intersections and crosswalks), pedestrian spaces (plazas and sidewalks), and vertical infrastructure (utility boxes, traffic barriers and underpasses).

If you have questions, please do not hesitate to contact Jhai Keeton, Deputy Director of Planning and Development at (601) 960-1993.



**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING JACKSON STATE UNIVERSITY'S APPLICATION TO BLOOMBERG PHILANTHROPIES FOR AN ASPHALT ART INITIATIVE GRANT FOR FUNDING TO IMPROVE STREET SAFETY AND REVITALIZE ITS PUBLIC SPACE**

OFFICE OF THE CITY ATTORNEY  
CA

**WHEREAS**, Jackson State University is requesting that the City of Jackson support its application to Bloomberg Philanthropies for an Asphalt Art Initiative Grant to improve street safety and revitalize its public space; and

**WHEREAS**, the purpose of the grant is to help cities use art and community engagement to improve street safety and revitalize public space; and

**WHEREAS**, the focus of the initiative includes, but is not limited to, visual interventions on roadways (intersections and crosswalks), pedestrian spaces (plazas and sidewalks), and vertical infrastructure (utility boxes, traffic barriers and underpasses); and

**WHEREAS**, Jackson State University has indicated that it will use the grant to paint a mural at the intersection of Dalton Street and Lynch Street and/or the intersection of Jackson State University and Blackburn Middle School; and

**WHEREAS**, the deadline to submit said application is April 30, 2021.

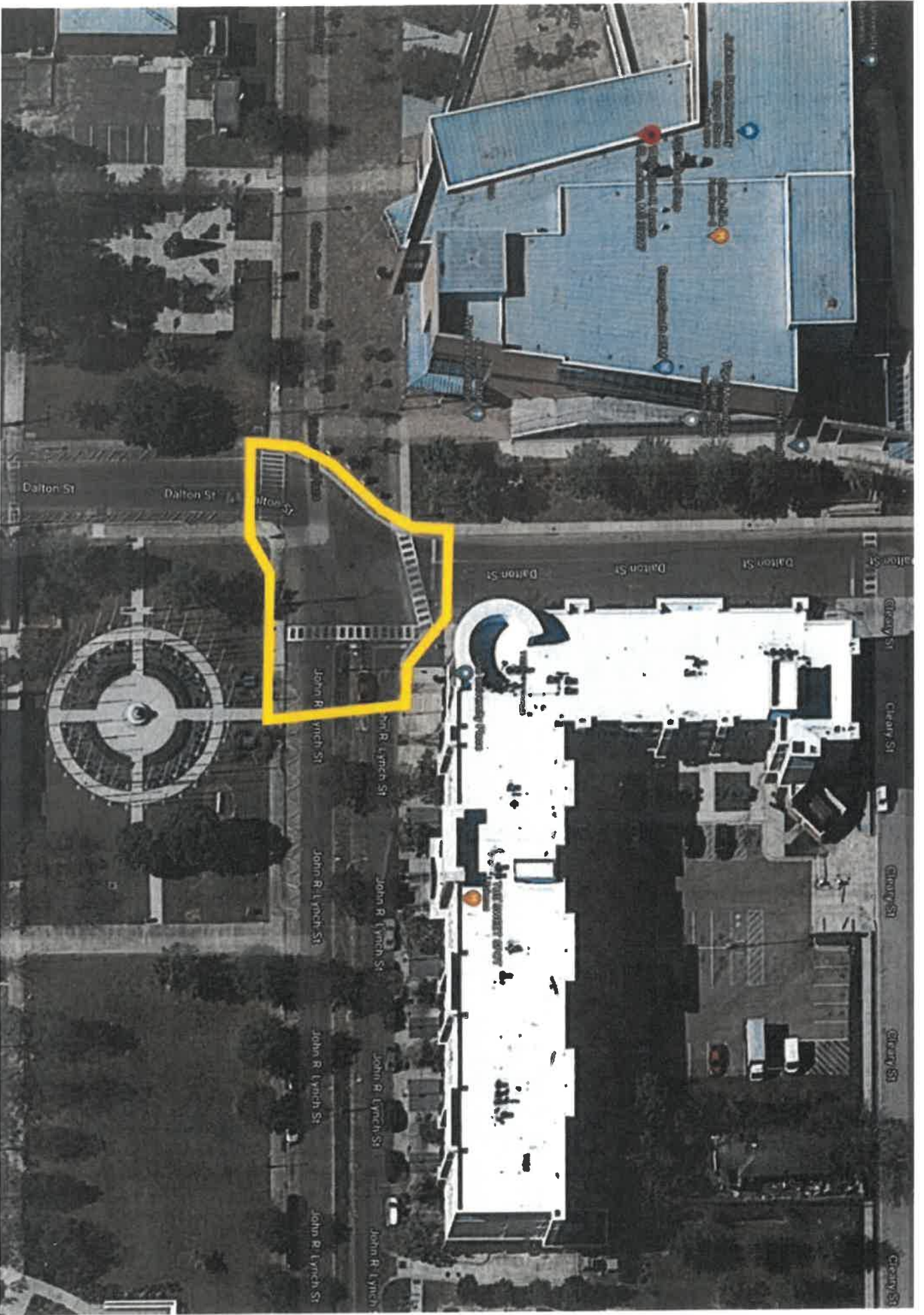
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Jackson, Mississippi, that the City of Jackson wholeheartedly supports Jackson State University's application to Bloomberg Philanthropies for an Asphalt Art Initiative Grant.

**BE IT FURTHER RESOLVED** that the Mayor may also send a letter of support of said application.

Agenda Item No. 30  
Agenda Date: April 27, 2021  
(Hillman, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 4/27/2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description</b>	RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING JACKSON STATE UNIVERSITY'S APPLICATION TO BLOOMBERG PHILANTHROPIES FOR AN ASPHALT ART INITIATIVE GRANT FOR FUNDING TO IMPROVE STREET SAFETY AND REVITALIZE ITS PUBLIC SPACE					
2.	<b>Purpose</b>	Use art and community engagement to improve street safety and revitalize public space.					
3.	<b>Who will be affected</b>	Applicant.					
4.	<b>Benefits</b>	Visually enhanced public art					
5.	<b>Schedule (beginning date)</b>	N/A					
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 5					
7.	<b>Action implemented by:</b> ▪ <b>City Department</b>  ▪ <b>Consultant</b>	Department of Planning & Development  Office of Economic Development					
8.	<b>COST</b>						
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"/>	No funds required.					
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</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>					





OFFICE OF THE CITY ATTORNEY

**ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

**WHEREAS**, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City’s transit system; and

**WHEREAS**, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

**WHEREAS**, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City’s transit system; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the City’s transit system, the Transit Services Division is requesting that the purchases and procurement of services from two (2) vendors be ratified and authorized for payment:

	<b>Date</b>	<b>Vendor Name</b>	<b>Purchases/Services</b>	<b>Amount</b>
1.	4/7/2021	Safe & Sound	The City’s contract expired on 2/27/2021; but transit has been utilizing the company to provide monitoring, surveillance, and equipment maintenance for the day-day operations of the public transportation system. The City is currently seeking to enter into a new contract with this vendor until a new RFQ is issued and a company is selected for these services.	\$1,360.00
2.	4/29/2021	RJ Young	The City’s contract expired on 2/27/2021; but transit has been utilizing the company to provide copier service. The City has issued a RFQ for copier lease services that is scheduled to close on 4/27/2021.	\$56.98
			<b>Grand Total</b>	<b>\$1,416.98</b>

**IT IS, THEREFORE, ORDERED** that the purchases and procurement of services from two (2) vendors be authorized and payment made to the vendors.

Agenda Item No. 31  
Agenda Date: April 27, 2021  
(Hillman, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/27/2020**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	All residents and visitors of the City of Jackson.
5.	<b>Schedule (beginning date)</b>	
6.	<b>Location:</b>	JAMF & Union Station
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transportation Planning Division
8.	<b>COST</b>	\$1,416.98
9.	<b>Source of Funding</b> General Fund <input checked="" type="checkbox"/> X Grant <input checked="" type="checkbox"/> X Bond Other	187.565.10.6461: \$1,360.00 187.565.20.6514: \$56.98 Grant: MS.2020.001.00: \$1,133.55 General Fund: \$283.43
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X AABE % WAIVER ycs no N/A <input checked="" type="checkbox"/> X WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X NABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PURCHASE AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

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

**FROM:** Christine Welch, Deputy Director *cfw*  
Office of Transportation

**DATE:** April 8, 2021

**RE:** Agenda Item for April 27, 2021 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

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



OFFICE OF THE CITY ATTORNEY

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF JACKSON, MISSISSIPPI (1) DECLARING SUPPORT FOR A PERMANENT SUPPORTIVE HOUSING – AFFORDABLE HOUSING PROGRAM GRANT APPLICATION WITH THE FEDERAL HOME LOAN BANK OF DALLAS SUBMITTED BY JACKSON RESOURCE CENTER IN PARTNERSHIP WITH HOPE FEDERAL CREDIT UNION AND (2) EXPRESSING THAT THE PERMANENT SUPPORTIVE HOUSING PROJECT SUPPORTS THE CITY OF JACKSON’S COMMUNITY REVITALIZATION EFFORTS.**

**WHEREAS**, the Affordable Housing Program, administered by the Federal Home Loan Bank of Dallas and member banks, seeks to acquire, rehabilitate and sustain affordable rental units to house homeless families at 1129 Langley Avenue, Jackson MS 39203; and

**WHEREAS**, the Jackson Resource Center in partnership with HOPE Federal Credit Union seeks to house and provide supportive services to low-income families and individuals to improve the health and safety of neighborhoods in the City of Jackson; and

**WHEREAS**, the Jackson Resource Center is a not for profit civic organization founded and existing under the laws of the State of Mississippi, which has been granted tax exempt status by the Internal Revenue Service; and

**WHEREAS**, the Jackson Resource Center will commit to the provision of Permanent Supportive Housing and will partner with local and regional service providers to provide supportive services including, but not limited to workforce development, mental, behavioral, and spiritual health, counseling, education, financial literacy, agency, self-determination and empowerment; and

**WHEREAS**, the proposed Federal Home Loan Bank of Dallas Affordable Housing Program Permanent Supportive Housing Project supports the City of Jackson’s Revitalization efforts by, helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

**THEREFORE, BE IT RESOLVED** that the Mayor and the City Council of Jackson, Mississippi support the proposed Housing – Affordable Housing Program Grant Application with the Federal Home Loan Bank of Dallas submitted by Jackson Resource Center in Partnership with Hope Federal Credit Union and confirm that this Project supports the City of Jackson’s Revitalization efforts and the City of Jackson’s Homelessness initiatives.

**BE IT FURTHER RESOLVED** that the Mayor may also send a letter of support of said application.

Agenda Item No. 32  
Agenda Date: April 27, 2021  
(Hillman, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 4/27/2021**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI (1) DECLARING SUPPORT FOR A PERMANENT SUPPORTIVE HOUSING - AFFORDABLE HOUSING PROGRAM GRANT APPLICATION WITH THE FEDERAL HOME LOAN BANK OF DALLAS SUBMITTED BY JACKSON RESOURCE CENTER IN PARTNERSHIP WITH HOPE FEDERAL CREDIT UNION (2) EXPRESSING THAT THE PERMANENT SUPPORTIVE HOUSING PROJECT SUPPORTS THE CITY OF JACKSON COMMUNITY REVITALIZATION EFFORTS.
2.	<b>Purpose</b>	Acquire, rehabilitate and sustain affordable rental units to house homeless families located at 1129 Langley Ave. Jackson MS 30203 for a permanent supportive housing project. This resolution - if approved - provides 3 additional points to the competitive application being submitted by Jackson Resource Center.
3.	<b>Who will be affected</b>	Homeless Population in the City of Jackson.
4.	<b>Benefits</b>	Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.
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 7  CITYWIDE INITIATIVE
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>	There is no cost to the City of Jackson
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>	N/A	



**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Jordan Rae Hillman, AICP, Director  
**Date:** April 13, 2021  
**Subject:** Agenda Item

The attached agenda item is a final resolution of the City Council of the City of Jackson supporting the submission of a Affordable Housing Program (AHP), administered by the Federal Home Loan Bank of Dallas (FHLB Dallas) and member banks. This grant application seeks to acquire, rehabilitate and sustain 26 affordable units to house homeless families located at 1129 Langley Ave. Jackson MS 30203. The Jackson Resource Center in partnership with Hope Federal Credit Union seeks to house and provide supportive services to City of Jackson extremely low-income families and individuals to improve the health and safety of City of Jackson neighborhoods.

The Jackson Resource Center will commit to the provision of Permanent Supportive Housing and will partner with local and regional service providers to provide supportive services including but not limited to workforce development, mental, behavioral, and spiritual health, counseling, education, financial literacy, agency, self-determination and empowerment.

The Jackson Resource Center in partnership with Hope Federal Credit Union desires to utilize the facility located at 1129 Langley Ave. Jackson, MS 30203 to provide permanent supportive housing for our most vulnerable homeless population.

The proposed FHLB of Dallas AHP Permanent Supportive Housing Project supports the City of Jackson Revitalization efforts by helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.


Approving this resolution will provide this Permanent Supportive Housing application a competitive advantage with the addition of 3 points allocated to the application for potential award of funding.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (1) DECLARING SUPPORT FOR A PERMANENT SUPPORTIVE HOUSING - AFFORDABLE HOUSING PROGRAM GRANT APPLICATION WITH THE FEDERAL HOME LOAN BANK OF DALLAS SUBMITTED BY JACKSON RESOURCE CENTER IN PARTNERSHIP WITH HOPE FEDERAL CREDIT UNION AND (2) EXPRESSING THAT THE PERMANENT SUPPORTIVE HOUSING PROJECT SUPPORTS THE CITY OF JACKSON'S COMMUNITY REVITALIZATION EFFORTS is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE



**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.**

**WHEREAS**, Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), authorize municipalities and counties in the State of Mississippi to undertake and carry out development and redevelopment projects as defined therein with the use of tax increment financing as set forth in detail in the Act; and

**WHEREAS**, the Governing Body, in accordance with the Act, conducted a public hearing on and approved and adopted *The City of Jackson, Tax Increment Financing Redevelopment Plan, 2007* (the "Redevelopment Plan"), for the City, which Redevelopment Plan constitutes a qualified plan under the Act; and

**WHEREAS**, the Governing Body has been presented with a tax increment financing plan entitled *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*, and hereinafter referred to as the "TIF Plan", a copy of which is attached hereto as **EXHIBIT 1** and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various needed infrastructure improvements described in the TIF Plan; and

**WHEREAS**, 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"); and

**WHEREAS**, the Governing Body has heretofore identified various parts of the City in need of development and redevelopment and does hereby find that the Project is of major economic significance to and within the City, is within the redevelopment project area described in the Redevelopment Plan, and qualifies as a project eligible for tax increment financing as set forth in the Act; and the Governing Body finds that participation on the part of the City is necessary and would be in the public interest and in the best interest of the public health, safety, morals, and welfare of the City; and

**WHEREAS**, the City proposes to issue Tax Increment Financing Bonds or Notes ("TIF Bonds"), as development allows, in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000), which shall be secured solely by a pledge of the incremental increase in real and personal property ad valorem taxes and sales tax rebates from the "TIF

District” as set forth in the TIF Plan, which funds 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.

**WHEREAS**, the Developers have estimated the total cost of the Project to be in excess of \$45,000,000; and

**WHEREAS**, in connection with the Infrastructure Improvements, the Developers will incur expenses for which the Developers will advance funds, and the City will reimburse the Developers for a portion of such expenses from the proceeds of such TIF Bonds; and

**WHEREAS**, pursuant to the Act, such TIF Bonds shall be secured solely by a pledge of the increase in ad valorem taxes on real and personal property generated within the TIF District and that portion of the increase in sales taxes generated within the TIF District specified in the TIF Plan (the “Tax Increment”), provided, however that the TIF Bonds (as defined below) will be sized and issued based on the incremental increases in ad valorem tax revenues generated from real and personal property in the TIF District based on the City’s general fund millage plus fifty percent of the increase in sales tax rebates from the Project; and

**WHEREAS**, as authorized by the Act, the City will agree to pledge the Tax Increment for payment of debt service on such TIF Bonds; and

**WHEREAS**, the Governing Body shall publish a public hearing notice and conduct a public hearing in accordance with the Act.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, ACTING FOR AND BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION ONE.** Pursuant to the Act, the Council, acting for and on behalf of the City, does hereby declare its intention to sell and issue TIF Bonds of the City in a total aggregate principal amount of not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) (the “Bonds”) for the Project proposed to be located in the City.

**SECTION TWO.** The Governing Body has been presented with the TIF Plan, a copy of which is attached hereto as EXHIBIT 1 and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various needed infrastructure improvements described in the TIF Plan.



**SECTION THREE.** The TIF District to be established shall be described in the TIF Plan which shall be adopted and approved as a part of the Redevelopment Plan after holding a public hearing on the matter. The Council hereby gives notice of its intention to create and establish the TIF District and to approve the TIF Plan as a part of the Redevelopment Plan as well as hold a public hearing as prescribed by law.

**SECTION FOUR.** The Council hereby declares its intention, upon establishment of the TIF District and the approval of the TIF Plan, to issue TIF Bonds not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). These bonds will be secured solely by a pledge of the increase in ad valorem taxes on real and personal property and sales tax rebates generated within the TIF District as described in the TIF Plan; provided, however, the TIF Bonds will be sized and issued based on fifty percent (50%) of the incremental increases in sales tax rebates plus 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. **These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.**

**SECTION FIVE.** The Developer intends to acquire and construct the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future. Upon approval of the TIF Plan the City wishes to reimburse the Developer for these expenses expense in whole or part, up to the amount of moneys available from the proceeds of TIF Bonds in the principal amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000), at the time TIF Bonds are issued in the future.

**SECTION SIX.** The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Act and Redevelopment Plan, and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

**SECTION SEVEN.** The Council hereby declares its intention to hold a public hearing with respect of the TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Council at the City Hall of the City of Jackson, Mississippi at 10:00 AM, on May 11, 2021.

**SECTION EIGHT.** The City Clerk is hereby directed to publish a notice of the public hearing in The Mississippi Link, a newspaper in which the City is authorized to publish legal notices, once (1 time) not more than twenty (20) days and not less than ten (10) days prior to the date set forth in Section Seven above, pursuant to and in compliance with the requirements of the Act. A copy of the TIF Plan will be available for examination in the office of the City Clerk at City Hall, Jackson, Mississippi.

**EXHIBIT A  
TO FOLLOW**



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.

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**

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

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

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, 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.

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

## 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.

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

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	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.	<b>Purpose</b>	Begin TIF plan approval process 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.	EBO participation  See attached sheets from Vendors	ABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP

**Date:** April 20, 2021

**Subject:** Resolution of Intent for Tax Increment Financing Plan at The Village at Livingston Place.

Attached you will find a resolution declaring the intention of the governing body to issue tax increment financing bonds in an aggregate principal amount not to exceed \$3,300,000 dollars to finance the cost of installing and constructing certain infrastructure improvements with the redevelopment of the Village at Livingston Place in accordance with the authority granted to municipalities by the Legislature with respect to tax increment financing ("TIF"). This resolution also directs the holding of a public hearing regarding the Tax Increment Financing Plan in connection with the project.

This is the first 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 (Tentatively May 11, 2021). (Council Approval Required)
- (3) Construction starts
- (4) Construction ends
- (5) Project begins occupancy and lease up.
- (6) 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.
- (7) City Hires Bond Counsel and prepares an interlocal agreement with Hinds County (if agreed to participate) (Council Approval Required)
- (8) City and County approve interlocal agreement (Council Approval Required)
- (9) City's financial advisor looks for bond purchaser
- (10) City's bond counsel and bond purchaser negotiate bond purchase agreement
- (11) City approves bond purchase agreement (Council Approval Required)
- (12) Bond transcript is prepared for validation
- (13) Bonds are validated
- (14) Close on bonds

This is the first step in 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:**

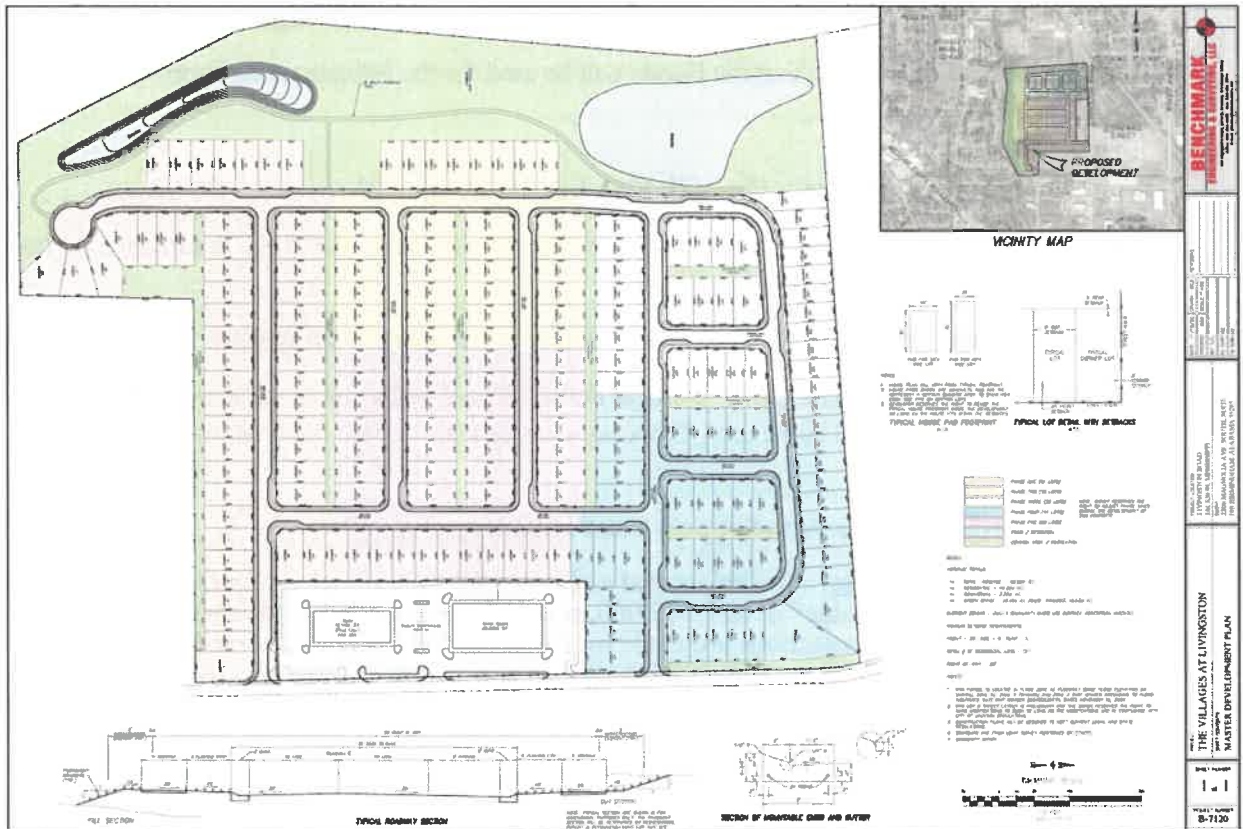
Ad Valorem Tax Increases: The below real and personal property ad valorem taxes were based upon an assumed “true value” of \$27,285,000, and an assumed combined assessed value of \$3,884,236. \*Revenue projections are made by applicant developer. City would be giving up 100% ad valorem for 15 years, 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.

<b>Jurisdiction</b>	<b>Millage</b>	<b>Current</b>	<b>Completed Project</b>	<b>Increase</b>
<b>City AV Taxes</b>	<b>63.03</b>	<b>\$2,521</b>	<b>\$247,344</b>	<b>\$244,823</b>
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.



**BENCHMARK ENGINEERING & CONSULTING, LLC**  
 1111 W. 15th Street, Suite 100, Fort Lauderdale, FL 33311  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 www.benchmarkeng.com

**THE VILLAGES AT LIVINGSTON**  
 MASTER DEVELOPMENT PLAN  
 SHEET 1 OF 1  
 8-7120





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.

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**

**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

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

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, 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.

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



**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.

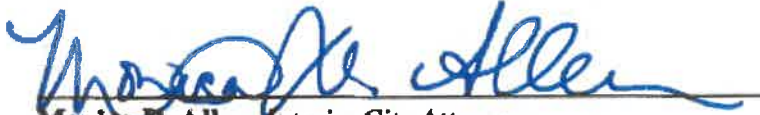
**EXHIBIT A  
TO FOLLOW**

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

**This RESOLUTION OF THE 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 is legally sufficient for placement in NOVUS Agenda.**

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

  
\_\_\_\_\_  
DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION.**

**WHEREAS** by order entered on February 13, 2018, found at Minute Book 6-M, pages 347-348, the governing authorities authorized the Mayor to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City's public transportation system (JTRAN); and

**WHEREAS**, Safe and Sound Surveillance, Inc. provided said services from February 18, 2018, through February 28, 2021, in accordance with the governing authorities' authorization; and

**WHEREAS**, after expiration of the term of the Agreement, Safe and Sound Surveillance, Inc. continues to provide surveillance, monitoring, and security equipment maintenance; and

**WHEREAS**, the surveillance, monitoring, and security equipment maintenance is reasonably required for efficient operation of the transit system under local and federal policies which provides quality and efficient service delivery as supported by the City; and

**WHEREAS**, the Department of Planning, through its Transit Division, has determined that an agreement with Safe and Sound Surveillance, Inc. to provide the services through December 31, 2021, will serve the best interest and welfare of the citizens of the City of Jackson and will allow the staff sufficient time to procure competitively pricing of similar services.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City's transportation system for a period not to exceed ten (10) months beginning March 1, 2021 and expiring on December 31, 2021 at a rate of \$1,360.00 monthly.

Agenda Item No. 34  
Agenda Date: April 27, 2021  
(Hillman, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 4/27/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION.
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	Residents and visitors of JAMF
4.	<b>Benefits</b>	Residents and visitors of JAMF
5.	<b>Schedule (beginning date)</b>	March 1, 2021
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>	Monthly Billing \$1,360.00 monthly 10-month period \$13,600.00
9.	<b>Source of Funding</b> <b>General Fund x</b> <b>Grant x</b> <b>Bond</b> <b>Other</b>	Acct#: 187.565.20.6461 \$1,360 monthly charges (\$1,360.00 x 10=13,600.00) Grants (80%): MS-2020.01.00 Monthly: \$1,088.00 10-month period: \$10,880.00 General Fund (20%): Monthly: \$272.00 10-month period: \$2,720.00
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>

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 AN AGREEMENT WITH SAFE & SOUND SURVEILLANCE, INC. FOR SURVEILLANCE MONITORING AND SECURITY EQUIPMENT MAINTENANCE FOR JATRAM ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) AND JATRAM CUSTOMER SERVICE AREA AT UNION STATION is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, Interim City Attorney  
Chandra Gayten, Deputy City Attorney CG

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
CG

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

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

**FROM:** Christine Welch, Deputy Director *CW*  
Office of Transportation

**DATE:** April 2, 2021

**RE:** Agenda Item for April 27, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute the Agreement with Safe & Sound Surveillance, Inc. to provide surveillance monitoring and security equipment maintenance for the City's public transportation system (JTRAN) for ten (10) months beginning March 1, 2021 and expiring on December 31, 2021 at a rate of \$1,360.

On February 13, 2018, the City council order authorized the Mayor to execute an Agreement with Safe & Sound Surveillance, Inc. to provide surveillance monitoring and security equipment maintenance for the City's public transportation system (JTRAN) from February 18, 2018 through February 28, 2021. After expiration of the term of the Agreement, Safe & Sound Surveillance, Inc. continues to provide surveillance monitoring and security equipment maintenance for the City's public transportation system (JTRAN).

It is the recommendation of this department that this contract addendum be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail [cwelch@city.jackson.ms.us](mailto:cwelch@city.jackson.ms.us).



OFFICE OF THE CITY ATTORNEY  
 CL

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR CAPITAL, OPERATING AND PLANNING ASSISTANCE IN THE AMOUNT OF \$2,880,470.00 AND SECTION 5339 BUS AND BUS FACILITIES FORMULA GRANT IN THE AMOUNT OF \$299,168.00**

**WHEREAS**, the U.S. Department of Transportation, Federal Transit Administration annually allocates funding for states under Section 5307 Urbanized Area Formula Grant for Capital and Planning Assistance as well as Section 5339 for Bus and Bus Facilities Formula Grant and;

**WHEREAS**, to receive these funds the Urbanized Area must make an application; and

**WHEREAS**, the City of Jackson will apply to the U.S. Department of Transportation, Federal Transit Administration, for financial assistance in the amount of \$2,880,470.00 for Section 5307 Urbanized Area Formula Grant for Capital, Operating and Planning Assistance which represents FY 2019 congressional apportionments and \$299,168.00 for Section 5339 Bus and Bus Facilities Assistance which represents the allocations from FY 2021 congressional apportionments; and

**WHEREAS**, these funds can be used to support capital, operating and planning as well as bus and bus facilities expenses for the City's Transit System and City of Jackson's Transportation Planning and Transit Services Division; and

**WHEREAS**, there is a 20% match required of the City in the amount of \$502,979.00 and a 50% match in the amount of \$999,446.00 for a total of \$1,502,425.00 upon acceptance of these funds; and

**WHEREAS**, the table listed below shows a representation of the allocation of funds; and

<b>FY2021 Apportionments</b>			
	<b>Federal</b>	<b>Local</b>	<b>Total</b>
<b>Section 5307</b>			
50%	\$999,446.00	\$999,446.00	\$1,998,892.00
20%	\$1,881,024.00	\$428,187.00	\$2,059,425.00
<b>Sub-total</b>	<b>\$2,880,470.00</b>	<b>\$1,427,633.00</b>	<b>\$4,308,103.00</b>
<b>Section 5339</b>			
20%	\$299,168.00	\$74,792.00	\$373,960.00
<b>Overall Totals</b>	<b>\$3,179,638.00</b>	<b>\$1,502,425.00</b>	<b>\$4,682,063.00</b>

Agenda Item No. 35  
 Agenda Date: April 27, 2021  
 (Hillman, Lumumba)

**WHEREAS**, the staff is recommending that the City apply for and accept said award for use in the City's transit system and City of Jackson's Transportation Planning and Transit Services Division.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the applications and related documents and execute the agreement with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$2,880,470.00 from the Section 5307 formula grant and \$299,168.00 from the Section 5339 formula grant for a total grant award of \$3,179,638.00 to aid in the financing of the City's transit system and the City of Jackson's Transportation Planning and Transit Services Division.

Item# \_\_\_\_\_  
Agenda Date: April 27, 2021  
By: (Hillman, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/27/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR CAPITAL, OPERATING AND PLANNING ASSISTANCE IN THE AMOUNT OF \$2,880,470 AND SECTION 5339 BUS AND BUS FACILITIES FORMULA GRANT IN THE AMOUNT OF \$299,168
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	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents of the City of Jackson.
4.	<b>Benefits</b>	This grant will be used for the support of capital, operating and planning expenses of City's public transit system and bus and bus facilities.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development/Office of Transportation
8.	<b>COST</b>	\$502,979.00 (20%) and \$999,446.00 (50%) matching funds from the City of Jackson: Overall Total: \$1,502,425.00
9.	<b>Source of Funding</b> General Fund X Grant X Bond Other	FTA Section 5307 Urbanized Area Formula –FY 2022 & City Budgets: \$4,308,103.00 FTA Section 5339 Bus and Bus Facilities Grant- FY 2022 & City Budget: \$373,960.00 Matching Funds: Entire Fund 187.565.10; 187.565.20; 187.565.30.
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>

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 APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR CAPITAL, OPERATING AND PLANNING ASSISTANCE IN THE AMOUNT OF \$2,880,470.00 AND SECTION 5339 BUS AND BUS FACILITIES FORMULA GRANT IN THE AMOUNT OF \$299,168.00 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* CG



DATE

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

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

**FROM:** Christine Welch, Deputy Director *CW*  
Office of Transportation

**DATE:** April 13, 2021

**RE:** Agenda Item for April 27, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents in the amount of \$3,179,638.00 to receive federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Urbanized Area Formula Grant Program and the Bus and Bus Facilities Formula Grant. The grant funds requested are \$2,880,470.00 from the Section 5307 formula grant and \$299,168.00 from the Section 5339 formula grant. These grant funds represent the congressional allocations for FY2021.

As the recipient of the funds, the City of Jackson agrees that said funds will be used to support capital, operating and planning expenses included in JTRAN's approved Federal Transit Administration budget. Said grants would require a total in matching funds in the amount \$1,502,425.00 from the City of Jackson. Matching funds will be budgeted in the City of Jackson fiscal years when the expenses will be incurred.

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



**ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE 24" WATER MAIN REPAIR EMERGENCY (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
4-20-21  
2021

**WHEREAS**, Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a civil emergency; and

**WHEREAS**, the Mayor of the City of Jackson, Mississippi, is authorized to declare a State of Emergency and to promulgate such rules, regulations, and orders as he deems necessary to protect life and property; and

**WHEREAS**, on February 12, 2021, the National Weather Service issued a winter weather/storm warning for an area including the City of Jackson, Mississippi; and

**WHEREAS**, rain, sleet, ice and possibly snow was anticipated throughout the State of Mississippi, including the City of Jackson, which may result dangerous conditions; and

**WHEREAS**, in consideration of the health safety, and welfare of the City's residents and the protection of their property within the affected areas, and in the public interest, Mayor Chokwe Antar Lumumba declared a civil emergency pursuant to the authority vested in him by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, to take all efforts to protect people and property; and

**WHEREAS**, Section 45-17-11 of the Mississippi Code of 1972, as amended, empowers the Mayor of a municipality to issue such orders as are necessary for the protection of life and property; and

**WHEREAS**, the City of Jackson Department of Public Works discovered a break on the 24' water main resulting from the winter weather/storm; and

**WHEREAS**, the Department of Public Works solicited a quote from Utility Constructors, Inc. to repair the 24" water main; and

**WHEREAS**, pursuant to the civil emergency procurement process, a contract has been executed with Utility Constructors, Inc, in an amount not to exceed \$31,620.00 without further authorization of the governing authorities to make repairs to the 24" water main, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Utility Constructors, Inc. in an amount not to exceed \$31,620.00 without further authorization of the governing authorities for repairs to the 24" water main is ratified.

Agenda Item No. 36  
Agenda Date: April 27, 2021  
(Williams, ,Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**April 8, 2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE 24" WATER MAIN REPAIR EMERGENCY (WARD 7)																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	City of Jackson water customers																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Complete																																													
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 7																																													
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works.																																													
8.	<b>COST</b>	Cost: \$31,620.00																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 31 32-451-50-6485 081- 52140 6485																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba

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

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

**Background:**

Attached, you will find an item for the City Council Agenda requesting approval of a ratified contract with Utility Constructors, Inc, for the 24" Water Main Emergency Repair. The contract is required due to a break on the 24" water main . The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
4/20/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE 24" WATER MAIN REPAIR EMERGENCY (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



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

4/20/2021

DATE



## PROCLAMATION

**WHEREAS**, Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a civil emergency; and

**WHEREAS**, the Mayor of the City of Jackson, Mississippi, is authorized to declare a State of Emergency and to promulgate such rules, regulations, and orders as he deems necessary to protect life and property; and

**WHEREAS**, on February 12, 2021, the National Weather Service issued a winter weather/storm warning for an area including the City of Jackson, Mississippi; and

**WHEREAS**, rain, sleet, ice, and possibly snow was anticipated throughout the state of Mississippi, including the City of Jackson, which may result in dangerous conditions; and

**WHEREAS**, in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas, and in the public interest, Mayor Chokwe Antar Lumumba declared a civil emergency pursuant to the authority vested in him by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, to take all efforts to protect people and property; and

**WHEREAS**, winter weather, including but not limited to sleet, ice, and snow, have caused, and may continue to cause, personal injuries, damage to homes, businesses, public property, as well as continue to threaten the safety of the citizens and property of the City of Jackson, Mississippi and requires the continued exercise of extraordinary measures; and

**WHEREAS**, Section 45-17-11 of the Mississippi Code of 1972, as amended, empowers the Mayor of a municipality to issue such orders as are necessary for the protection of life and property.

**NOW, THEREFORE**, I, Chokwe Antar Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby continue the declared civil emergency for the entire City of Jackson, and the state of the emergency will be reviewed every seven (7) days until such local emergency is no longer in effect and proclaimed terminated by the Mayor of the City of Jackson, State of Mississippi.

**IT IS ORDERED** that the Emergency Operations Center of the City of Jackson, Mississippi, continue to place into effect the City of Jackson's Emergency Management Operations Plan.

**IT IS FURTHER ORDERED** that all agencies and departments of the City of Jackson, Mississippi, shall continue to render all possible assistance and discharge their emergency responsibilities and provide full cooperation with this Proclamation.

**WITNESS MY HAND**, on this 19 day of February, 2021 at 10:30 a.m.



**CHOKWE A. LUMUMBA, MAYOR  
CITY OF JACKSON, MISSISSIPPI**

**ATTEST:**



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**CITY CLERK**

# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

April 5, 2021

*Dr. Charles Williams, P.E.  
City of Jackson  
200 South President Street  
Jackson, MS 39205*

*Reference: 24" Water Main Emergency Repair*

## Invoice

Scope of Work:

*Cost based on maintenance agreement between Utility Constructors, Inc., and The City of Jackson. The items of work required to complete repair are listed below:*

<u>Description</u>	<u>Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Mobilization	1	LS	\$12,000.00	\$12,000.00
24" water main repair, 0'-5'	1	EA	\$14,600.00	\$14,600.00
Superintendent	6	HRS	\$ 130.00	\$ 780.00
Foreman	10	HRS	\$ 95.00	\$ 950.00
Pipelayer (2)	20	HRS	\$ 45.00	\$ 900.00
Laborer	20	HRS	\$ 35.00	\$ 700.00
Pickup Truck	16	HRS	\$ 20.00	\$ 320.00
Flatbed Truck	10	HRS	\$ 40.00	\$ 400.00
Small tools	10	HRS	\$ 15.00	\$ 150.00
3" pump	5	HRS	\$ 20.00	\$ 100.00
Cat 305	6	HRS	\$ 120.00	\$ 720.00

**Total \$31,620.00**

*Thank you for your business!*



Terry N. Lovelace



**ORDER ACCEPTING THE BID OF UTILITY  
CONSTRUCTORS, INC. FOR THE 48" WATER  
TRANSMISSION MAIN SILAS BROWN STREET TO I-20**

OFFICE OF THE CITY CLERK  
4-27-2021

**WHEREAS**, on March 16, 2021, the City of Jackson received four sealed bids for the 48" Water Transmission Main Silas Brown Street to I-20; and

**WHEREAS**, the bid received from Utility Constructors, Inc., in the amount of \$7,798,500.00 was the lowest and best bid received and met specifications; and

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

**IT IS, THEREFORE, ORDERED** that the bid of Utility Constructors, Inc., in the amount of \$7,798,500.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Agenda Item No. 37  
Agenda Date: April 27, 2021  
(Williams, ,Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**April 20, 2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION MAIN SILAS BROWN STREET TO I-20</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents of the City of Jackson																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	This project is in Ward 7 within the downtown area.																																													
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 Department of Public Works																																													
8.	<b>COST</b>	\$7,798,500.00																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input checked="" type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Federal Recovery Forms																																													
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	___																																							



**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba

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

Date: April 20, 2021



**Background:**

Attached, you will find an item requesting for approval for the Mayor to enter into a contract with Utility Constructor, Inc, for the 48" Water Transmission Main Silas Brown Street to I-20 work. Utility Constructors, Inc, submitted the lowest and best bid in the amount of \$7,798,500.00.

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


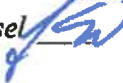
**Office of the City Attorney**

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1709  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE 48" WATER TRANSMISSION MAIN SILAS BROWN STREET TO I-20** is legally sufficient for placement in NOVUS Agenda.

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

4/21/2021  
DATE

# E B O Determination

## **48" Water Transmission Main Silas Brown Street to I-20 Project No. 17B0103.901**

**Bidder:** [Utility Constructors](#)  
**Status:** [COMPLIANT](#)

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	7.00 %
<i>AABE</i>	12.42 %
<i>NABE</i>	0.00 %
<i>HBE</i>	1.00 %
<i>ABE</i>	0.00 %

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

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	4.93 %
<i>AABE</i>	12.45 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.00 %
<i>ABE</i>	0.00 %

**Bidder:** [TyBe Company](#)  
**Status:** [COMPLIANT](#)

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	5.10 %
<i>AABE</i>	13.37 %
<i>NABE</i>	0.00 %
<i>HBE</i>	0.37 %
<i>ABE</i>	0.00 %

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

<b>MBE</b>	<b>Total Utilization</b>
<i>FBE</i>	4.89 %
<i>AABE</i>	12.41 %
<i>NABE</i>	0.00 %
<i>HBE</i>	0.00 %
<i>ABE</i>	0.00 %

3/24/2021  
Project NS.13912.000

Dr. Charles Williams Jr., City Engineer  
Department of Public Works  
City of Jackson, MS  
P.O. Box 17  
Jackson, MS 39205

**REFERENCE: 48" WATER TRANSMISSION MAIN  
SILAS BROWN STREET TO I-20  
CITY PROJECT NO. 17B0103.901  
CITY OF JACKSON, MISSISSIPPI**

Dear Dr. Williams:

Please accept this letter as our Recommendation to Award the referenced project. At the City of Jackson's discretion, the project may be awarded to the lowest responsive bidder, Utility Constructors, Inc., for the contract amount of \$7,798,500.00.

A copy of the certified bid tabulation is attached for your reference.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

NEEL-SCHAFFER, INC.



Phillip W. Gibson, P.E.  
Water/Wastewater Division Manager

Attachment

**48" Water Transmission Main, Silas Brown Street to I-20  
City of Jackson Project No. 17B0103.901**

**BID TABULATION  
March 16, 2021, 3:30 p.m.**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Utility Constructors, Inc.		Hemphill Construction Co., Inc.		TyBe Company, LLC		Delta Constructors, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID											
SP1-A	Removal of Structures and Obstructions	1	LS	\$372,000.00	\$372,000.00	\$144,370.00	\$144,370.00	\$200,000.00	\$200,000.00	\$240,000.00	\$240,000.00
SP1-B	Pavement Removal, F.M.	1,900	SY	\$17.00	\$32,300.00	\$11.00	\$20,900.00	\$10.00	\$19,000.00	\$15.00	\$19,000.00
SP1-C	Driveway Removal, F.M.	20	SY	\$68.00	\$1,360.00	\$10.00	\$200.00	\$5.00	\$100.00	\$8.00	\$160.00
SP1-D	Curb and Gutter Removal, F.M.	430	LF	\$12.00	\$5,160.00	\$2.50	\$1,075.00	\$1.00	\$430.00	\$1.00	\$430.00
SP2-A	Undercut Excavation, F.M.	3,000	CY	\$7.00	\$21,000.00	\$1.00	\$3,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00
SP2-B	Select Material, F.M.	5,500	CY	\$31.00	\$170,500.00	\$7.50	\$41,250.00	\$20.00	\$110,000.00	\$17.00	\$93,500.00
SP3-A	6" Ductile Iron Pipe Class 360 Sanitary Sewer, All Depths	40	LF	\$60.00	\$2,400.00	\$83.00	\$3,320.00	\$100.00	\$4,000.00	\$90.00	\$3,600.00
SP3-B	8" Ductile Iron Pipe Class 360 Sanitary Sewer, All Depths	20	LF	\$70.00	\$1,400.00	\$308.00	\$6,160.00	\$110.00	\$2,200.00	\$100.00	\$2,000.00
SP3-C	12" Ductile Iron Pipe Class 360 Sanitary Sewer, All Depths	40	LF	\$90.00	\$3,600.00	\$274.00	\$10,960.00	\$150.00	\$6,000.00	\$155.00	\$6,200.00
SP3-D	Tie-In to Existing Manhole, All Depths	2	EA	\$10,000.00	\$20,000.00	\$1,470.00	\$2,940.00	\$2,500.00	\$5,000.00	\$2,100.00	\$4,200.00
SP4-A	Standard 5 Foot Curb Inlet, All Depths	2	EA	\$10,000.00	\$20,000.00	\$5,610.00	\$11,220.00	\$7,500.00	\$15,000.00	\$6,250.00	\$12,500.00
SP5-A	15" RCP Class III, All Depths	180	LF	\$46.00	\$8,280.00	\$90.00	\$16,200.00	\$100.00	\$18,000.00	\$92.00	\$16,560.00
SP6-A	Class AA Concrete	330	CY	\$982.00	\$324,060.00	\$960.00	\$316,800.00	\$1,250.00	\$412,500.00	\$1,850.00	\$601,500.00
SP7-A	Reinforcement Grade 60 AASHTO M 31	34,000	LB	\$2.00	\$68,000.00	\$1.58	\$53,720.00	\$1.50	\$51,000.00	\$1.50	\$51,000.00
SP8-A	Concrete Curb and Gutter	350	LF	\$35.00	\$12,250.00	\$36.00	\$12,600.00	\$50.00	\$17,500.00	\$34.00	\$11,900.00
SP8-B	Concrete Header Curb	70	LF	\$95.00	\$6,650.00	\$41.00	\$2,870.00	\$50.00	\$3,500.00	\$37.00	\$2,590.00
SP9-A	Hot Mix Asphalt Base, Type HT, 19 mm	950	TON	\$125.00	\$118,750.00	\$143.00	\$135,850.00	\$160.00	\$152,000.00	\$162.00	\$153,900.00
SP9-B	Hot Mix Asphalt Surface, Type HT, 12.5 mm	400	TON	\$130.00	\$52,000.00	\$122.00	\$48,800.00	\$175.00	\$70,000.00	\$181.00	\$72,400.00
SP9-C	Cold Milling 2 inch Depth	1,300	SY	\$20.00	\$26,000.00	\$8.00	\$10,400.00	\$15.00	\$19,500.00	\$12.50	\$16,250.00
SP9-D	610 Crushed Stone Base Course 8 inch Depth	1,900	SY	\$4.00	\$7,600.00	\$15.00	\$28,500.00	\$30.00	\$57,000.00	\$22.00	\$41,800.00
SP10-A	48" Ductile Iron Pipe, Pressure Class 150 with Polywrap (Joints as shown on plans)	5,300	LF	\$385.00	\$1,994,500.00	\$408.00	\$2,162,400.00	\$475.00	\$2,513,500.00	\$326.00	\$1,727,800.00
SP10-B	48" Steel Pipe Including Steel Fittings, ASTM A572 Grade 42	617	LF	\$2,200.00	\$1,357,400.00	\$2,560.00	\$1,578,520.00	\$3,000.00	\$1,851,000.00	\$4,825.00	\$2,977,025.00
SP10-C	24" Ductile Iron Pipe, Pressure Class 250 with Polywrap (Joints as shown on plans)	50	LF	\$250.00	\$12,500.00	\$330.00	\$16,500.00	\$500.00	\$25,000.00	\$241.00	\$12,050.00
SP10-D	8" Ductile Iron Pipe, Pressure Class 350 with Polywrap (Joints as shown on plans)	460	LF	\$50.00	\$23,000.00	\$65.00	\$30,100.00	\$100.00	\$46,000.00	\$116.00	\$53,360.00
SP10-D.1	6" Ductile Iron Pipe, Pressure Class 350 with Polywrap (Joints as shown on plans)	60	LF	\$48.00	\$2,880.00	\$96.00	\$5,760.00	\$150.00	\$9,000.00	\$102.00	\$6,120.00
SP10-E	48" Restrained Joints DIP	1,500	LF	\$150.00	\$225,000.00	\$161.00	\$241,500.00	\$200.00	\$300,000.00	\$154.00	\$231,000.00
SP10-F	8" Restrained Joints DIP	154	LF	\$20.00	\$3,080.00	\$6.00	\$924.00	\$10.00	\$1,540.00	\$9.00	\$1,386.00
SP10-G	Ductile Iron Fittings 48" 45° Bend MJ	8	EA	\$12,000.00	\$96,000.00	\$11,730.00	\$93,840.00	\$15,000.00	\$120,000.00	\$14,500.00	\$116,000.00
SP10-H	Ductile Iron Fittings 48" 15° Bend MJ	1	EA	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$13,700.00	\$13,700.00
SP10-I	Ductile Iron Fittings 48" x 24" Tee MJ	1	EA	\$14,000.00	\$14,000.00	\$13,720.00	\$13,720.00	\$20,000.00	\$20,000.00	\$14,650.00	\$14,650.00
SP10-I.1	Ductile Iron Fittings 24" x 16" Tee MJ	1	EA	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$6,550.00	\$6,550.00

**48" Water Transmission Main, Silas Brown Street to I-20  
City of Jackson Project No. 17B0103.901**

<b>BID TABULATION</b> March 16, 2021, 3:30 p.m.		Utility Constructors, Inc.			Memphis Construction Co., Inc.			TyBe Company, LLC			Delta Constructors, Inc.		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SP10-J	Ductile Iron Fittings 48" x 6" Blowoff Branch MJ	4	EA	\$3,000.00	\$12,000.00	\$2,520.00	\$10,080.00	\$5,000.00	\$20,000.00	\$2,200.00	\$8,800.00		
SP10-J-1	Ductile Iron Fittings 48" MJ Sleeve	2	EA	\$12,000.00	\$24,000.00	\$10,800.00	\$21,600.00	\$20,000.00	\$40,000.00	\$11,850.00	\$23,700.00		
SP10-K	Ductile Iron Fittings 24" Plug MJ	1	EA	\$2,000.00	\$2,000.00	\$1,160.00	\$1,160.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00		
SP10-L	Ductile Iron Fittings 8" 90° Bend MJ	1	EA	\$600.00	\$600.00	\$620.00	\$620.00	\$1,000.00	\$1,000.00	\$615.00	\$615.00		
SP10-M	Ductile Iron Fittings 8" 45° Bend MJ	4	EA	\$600.00	\$2,400.00	\$600.00	\$2,400.00	\$1,000.00	\$4,000.00	\$625.00	\$2,500.00		
SP10-N	Ductile Iron Fittings 8" x 6" Tee MJ	1	EA	\$700.00	\$700.00	\$670.00	\$670.00	\$1,000.00	\$1,000.00	\$725.00	\$725.00		
SP10-O	Ductile Iron Fittings 8" x 6" Reducer MJ	2	EA	\$600.00	\$1,200.00	\$445.00	\$890.00	\$1,000.00	\$2,000.00	\$475.00	\$950.00		
SP10-P	Ductile Iron Fittings 6" x 8" Tee MJ	2	EA	\$700.00	\$1,400.00	\$555.00	\$1,110.00	\$1,000.00	\$2,000.00	\$625.00	\$1,250.00		
SP10-Q	Ductile Iron Fittings 6" Cap MJ	2	EA	\$400.00	\$800.00	\$220.00	\$440.00	\$750.00	\$1,500.00	\$300.00	\$600.00		
SP10-R	48" Butterfly Valve Assembly with Vault (Manual)	2	EA	\$30,000.00	\$60,000.00	\$62,130.00	\$124,260.00	\$75,000.00	\$150,000.00	\$81,250.00	\$162,500.00		
SP10-S	24" Butterfly Valve Assembly with Vault (Manual)	1	EA	\$20,000.00	\$20,000.00	\$43,715.00	\$43,715.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00		
SP10-T	8" Gate Valve Assembly with Box	2	EA	\$1,500.00	\$3,000.00	\$1,325.00	\$2,650.00	\$2,000.00	\$4,000.00	\$1,450.00	\$2,900.00		
SP10-U	6" Gate Valve Assembly with Box	2	EA	\$1,000.00	\$2,000.00	\$970.00	\$1,940.00	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00		
SP10-V	16" x 6" Tapping Valve and Sleeve (Hot Tap)	1	EA	\$6,000.00	\$6,000.00	\$3,850.00	\$3,850.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00		
SP10-W	6" x 6" Tapping Valve and Sleeve (Hot Tap)	1	EA	\$5,800.00	\$5,800.00	\$4,780.00	\$4,780.00	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00		
SP10-X	6" Insertion Valve	1	EA	\$15,000.00	\$15,000.00	\$8,840.00	\$8,840.00	\$10,000.00	\$10,000.00	\$9,900.00	\$9,900.00		
SP10-Y	Air Release Valve Assembly Complete	2	EA	\$6,000.00	\$12,000.00	\$15,000.00	\$30,000.00	\$20,000.00	\$40,000.00	\$12,600.00	\$25,200.00		
SP10-Z	6" Blow-Off Assembly Complete	4	EA	\$2,500.00	\$10,000.00	\$4,910.00	\$19,640.00	\$10,000.00	\$40,000.00	\$4,780.00	\$19,120.00		
SP10-AA	Sample Tap Complete	2	EA	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00		
SP10-BB	Fire Hydrant Assembly 4 Foot Bury	2	EA	\$4,500.00	\$9,000.00	\$4,200.00	\$8,400.00	\$5,000.00	\$10,000.00	\$4,250.00	\$8,500.00		
SP10-CC	74" O.D. x 1,000" Minimum Wall, Steel Casing, Bored, Complete with Spacers and End Closures	182	LF	\$2,020.00	\$367,840.00	\$6,327.00	\$1,151,514.00	\$3,000.00	\$546,000.00	\$2,725.00	\$496,950.00		
SP10-DD	74" O.D. x 1,000" Minimum Wall, Steel Casing, Bored, Complete with Spacers and End Closures	113	LF	\$2,780.00	\$314,140.00	\$2,808.00	\$317,076.00	\$3,000.00	\$339,000.00	\$3,350.00	\$378,550.00		
SP10-EE	74" O.D. x 1,000" Minimum Wall, Steel Casing, Open Cut, Complete with Spacers and End Closures	250	LF	\$1,000.00	\$250,000.00	\$1,145.00	\$286,250.00	\$1,500.00	\$375,000.00	\$1,480.00	\$385,000.00		
SP10-FF	74" O.D. x 1,000" Minimum Wall, Steel Casing, Open Cut, Complete with Spacers and End Closures	73	LF	\$1,000.00	\$73,000.00	\$1,165.00	\$85,045.00	\$1,500.00	\$109,500.00	\$1,500.00	\$109,500.00		
SP10-GG	74" O.D. x 1,000" Minimum Wall, Steel Casing, Open Cut, Complete with Spacers and End Closures	77	LF	\$1,000.00	\$77,000.00	\$1,158.00	\$89,166.00	\$1,500.00	\$115,500.00	\$1,500.00	\$115,500.00		
SP10-HH	Completed Granular Backfill, F.M.	17,000	CY	\$25.00	\$425,000.00	\$16.00	\$272,000.00	\$10.00	\$170,000.00	\$23.50	\$400,000.00		
SP10-II	Insulating Flange Cathodic Protection Test Station (CP-2) Complete	3	EA	\$5,000.00	\$15,000.00	\$3,870.00	\$11,610.00	\$3,500.00	\$10,500.00	\$5,000.00	\$15,000.00		
SP10-JJ	Casing Test Station (CP-3) Complete	10	EA	\$900.00	\$9,000.00	\$3,840.00	\$38,400.00	\$1,000.00	\$10,000.00	\$4,500.00	\$45,000.00		
SP10-KK	Concrete Thrust Blocking, Complete	20	CY	\$280.00	\$5,600.00	\$240.00	\$4,800.00	\$500.00	\$10,000.00	\$300.00	\$6,000.00		

**48" Water Transmission Main, Silas Brown Street to I-20  
City of Jackson Project No. 17B0103.901**

**BID TABULATION**  
March 16, 2021, 3:30 p.m.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Utility Constructors, Inc.		Hemphill Construction Co., Inc.		TyBe Company, LLC		Delta Constructors, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SP10-LL	Flushing and Dairfraction of 48" Existing and New Water Main	20,000	LF	\$2.00	\$40,000.00	\$2.75	\$55,000.00	\$1.50	\$30,000.00	\$3.45	\$69,000.00
SP10-MM	Flushing and Dairfraction of New 6" and 8" Water Main	520	LF	\$6.00	\$3,120.00	\$1.73	\$899.60	\$1.00	\$520.00	\$2.00	\$1,040.00
SP10-NN	Connection at Belhaven Creek	1	LS	\$31,000.00	\$31,000.00	\$58,000.00	\$58,000.00	\$75,000.00	\$75,000.00	\$76,000.00	\$76,000.00
SP10-OO	Connection at Monroe St. and Harding St.	1	LS	\$31,000.00	\$31,000.00	\$47,100.00	\$47,100.00	\$100,000.00	\$100,000.00	\$72,000.00	\$72,000.00
SP10-PP	Connection at High Street	1	LS	\$30,000.00	\$30,000.00	\$39,840.00	\$39,840.00	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00
SP10-QQ	Connection at Jefferson St. and Amite St.	1	LS	\$90,000.00	\$90,000.00	\$89,000.00	\$89,000.00	\$150,000.00	\$150,000.00	\$229,000.00	\$229,000.00
SP10-RR	Connection at Jefferson St. and Pearl St.	1	LS	\$40,000.00	\$40,000.00	\$72,400.00	\$72,400.00	\$100,000.00	\$100,000.00	\$108,000.00	\$108,000.00
SP10-SS	Connection at Jefferson St. and Rankin St.	1	LS	\$50,000.00	\$50,000.00	\$24,700.00	\$24,700.00	\$50,000.00	\$50,000.00	\$32,500.00	\$32,500.00
SP12-A	Maintenance of Traffic	1	LS	\$5,800.00	\$5,800.00	\$69,900.00	\$69,900.00	\$50,000.00	\$50,000.00	\$29,500.00	\$29,500.00
SP13-A	Mobilization/Demobilization	1	LS	\$218,070.00	\$218,070.00	\$538,000.00	\$538,000.00	\$400,604.00	\$400,604.00	\$575,000.00	\$575,000.00
SP14-A	Contingency Allowance	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
SP15-A	Type V, 4" Lighting and Traffic Signal Conduit HPDE, Underground with Pull Rope	5,900	LF	\$6.00	\$35,400.00	\$12.22	\$72,088.00	\$8.00	\$35,400.00	\$12.00	\$70,800.00
SP18-A	Pull Boxes, Type 4	8	EA	\$200.00	\$1,600.00	\$2,290.00	\$17,840.00	\$1,500.00	\$12,000.00	\$2,600.00	\$20,000.00
SP18-B	Pull Boxes, Type 5	6	EA	\$200.00	\$1,200.00	\$2,790.00	\$16,740.00	\$1,600.00	\$9,600.00	\$3,000.00	\$18,000.00
SP17-A	96 Fiber Single-Mode Aerial/Duct OSP Cable	6,250	LF	\$6.00	\$37,500.00	\$3.00	\$18,750.00	\$7.00	\$43,750.00	\$3.50	\$21,875.00
SP18-A	Potholing	7	EA	\$2,000.00	\$14,000.00	\$890.00	\$4,760.00	\$1,000.00	\$7,000.00	\$800.00	\$5,600.00
SP19-A	Traffic Stripe, Slip White, 4"	130	LF	\$1.00	\$130.00	\$1.15	\$149.50	\$1.00	\$130.00	\$1.25	\$162.50
SP19-B	Traffic Stripe, Continuous Yellow, 4"	870	LF	\$4.00	\$3,480.00	\$1.71	\$1,487.70	\$1.00	\$870.00	\$2.00	\$1,740.00
SP19-C	Detail Traffic Stripe, White, 4"	700	LF	\$1.00	\$700.00	\$2.29	\$1,603.00	\$1.00	\$700.00	\$2.50	\$1,750.00
SP19-D	Detail Traffic Stripe, White, 24" Stop Bars	60	LF	\$1.00	\$60.00	\$9.14	\$548.40	\$5.00	\$300.00	\$10.00	\$600.00
SP19-E	Legend, Arrows and Letters	9	SF	\$310.00	\$2,790.00	\$4.57	\$41.13	\$500.00	\$2,700.00	\$5.00	\$45.00
SP20-A	Two-Way Blue Reflective Raised Markers	2	EA	\$60.00	\$120.00	\$114.30	\$228.60	\$60.00	\$100.00	\$135.00	\$270.00
SP21-A	Test Pile	3	EA	\$12,000.00	\$36,000.00	\$11,000.00	\$33,000.00	\$20,000.00	\$60,000.00	\$10,000.00	\$30,000.00
SP21-B	HP 12 x 63 Steel Piling	2,940	LF	\$100.00	\$294,000.00	\$57.72	\$169,698.80	\$60.00	\$176,400.00	\$75.00	\$220,500.00
SP22-A	Kansas City Southern Railway Requirements	1	LS	\$1,700.00	\$1,700.00	\$198,000.00	\$198,000.00	\$75,000.00	\$75,000.00	\$250,000.00	\$250,000.00
SP22-B	Canadian National Railway Requirements	1	LS	\$1,700.00	\$1,700.00	\$192,000.00	\$192,000.00	\$75,000.00	\$75,000.00	\$125,000.00	\$125,000.00
SP23-A	Erosion Control	1	LS	\$60,000.00	\$60,000.00	\$22,000.00	\$22,000.00	\$50,000.00	\$50,000.00	\$29,000.00	\$29,000.00
	<b>TOTAL BASE BID</b>				<b>\$7,798,600.00</b>		<b>\$9,487,468.73</b>		<b>\$9,999,784.00</b>		<b>\$10,981,733.60</b>



*Phillip Gibson*  
Phillip Gibson, P.E.

I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED ON MARCH 16, 2021, AT 3:30 P.M.





**ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS  
INC. FOR THE WATER MAIN EMERGENCY REPAIR PASCAGOULA  
STREET & LAMAR STREET (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
4-20-21  
[Signature]

**WHEREAS**, Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a civil emergency; and

**WHEREAS**, the Mayor of the City of Jackson, Mississippi, is authorized to declare a State of Emergency and to promulgate such rules, regulations, and orders as he deems necessary to protect life and property; and

**WHEREAS**, on February 12, 2021, the National Weather Service issued a winter weather/storm warning for an area including the City of Jackson, Mississippi; and

**WHEREAS**, rain, sleet, ice and possibly snow was anticipated throughout the State of Mississippi, including the City of Jackson, which may result dangerous conditions; and

**WHEREAS**, in consideration of the health safety, and welfare of the City's residents and he protection of their property within the affected areas, and the in the public interest, Mayor Chokwe Antar Lumumba declared a civil emergency pursuant to the authority vested in him by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, to take all efforts to protect people and property; and

**WHEREAS**, Section 45-17-11 of the Mississippi Code of 1972, as amended, empowers the Mayor of a municipality to issue such orders as are necessary for the protection of life and property; and

**WHEREAS**, the City of Jackson Department of Public Works discovered a broken water main at the intersection of Pascagoula Street & Lamar Street resulting from the winter weather/storm; and

**WHEREAS**, the Department of Public Works solicited a quote from Delta Constructors, Inc. to repair the broken water main; and

**WHEREAS**, pursuant to the civil emergency procurement process, a contract has been executed with Delta Constructors, Inc, in an amount not to exceed \$195,796.50 without further authorization of the governing authorities to make repairs to the broken water main located at the intersection of Pascagoula Street & Lamar Street, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Delta Constructors, Inc. in an amount not to exceed \$195,796.50 without further authorization of the governing authorities for repairs to the broken water main is ratified.

Agenda Item No. 38  
Agenda Date: April 27, 2021  
(Williams, ,Lumumba)

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

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE WATER MAIN EMERGENCY REPAIR PASCAGOULA STREET & LAMAR STREET (WARD 7)																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Downtown Jackson, MS																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Complete																																													
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Water Main Repair Pascagoula Street & Lamar Street																																													
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works.																																													
8.	<b>COST</b>	Cost: \$195,796.50																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 32-451-50-6485 031-52140 6485																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

**Council Agenda Item Memorandum**

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

A handwritten signature in blue ink, appearing to read "Charles Williams Jr.", with a long horizontal flourish extending to the right.

**Background:**

Attached, you will find an item for the City Council Agenda requesting approval of a ratified contract with Delta Constructors, Inc, for the Water Main Emergency Repair located at the intersection of Pascagoula Street & Lamar Street. The contract is required due to a broken water main. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

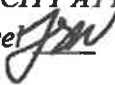
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
FW  
4-20-2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE WATER MAIN EMERGENCY REPAIR PASCAGOULA STREET & LAMAR STREET (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

Office of the Mayor  
Chokwe A. Lumumba, Mayor



219 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017  
Telephone: 601-960-1084  
Facsimile: 601-960-2193

## PROCLAMATION

**WHEREAS**, Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a civil emergency; and

**WHEREAS**, the Mayor of the City of Jackson, Mississippi, is authorized to declare a State of Emergency and to promulgate such rules, regulations, and orders as he deems necessary to protect life and property; and

**WHEREAS**, on February 12, 2021, the National Weather Service issued a winter weather/storm warning for an area including the City of Jackson, Mississippi; and

**WHEREAS**, rain, sleet, ice, and possibly snow was anticipated throughout the state of Mississippi, including the City of Jackson, which may result in dangerous conditions; and

**WHEREAS**, in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas, and in the public interest, Mayor Chokwe Antar Lumumba declared a civil emergency pursuant to the authority vested in him by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, to take all efforts to protect people and property; and

**WHEREAS**, winter weather, including but not limited to sleet, ice, and snow, have caused, and may continue to cause, personal injuries, damage to homes, businesses, public property, as well as continue to threaten the safety of the citizens and property of the City of Jackson, Mississippi and requires the continued exercise of extraordinary measures; and

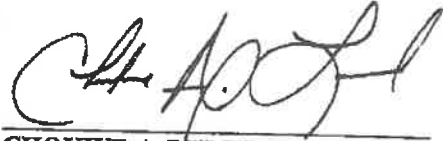
**WHEREAS**, Section 45-17-11 of the Mississippi Code of 1972, as amended, empowers the Mayor of a municipality to issue such orders as are necessary for the protection of life and property.

**NOW, THEREFORE**, I, Chokwe Antar Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby continue the declared civil emergency for the entire City of Jackson, and the state of the emergency will be reviewed every seven (7) days until such local emergency is no longer in effect and proclaimed terminated by the Mayor of the City of Jackson, State of Mississippi.

**IT IS ORDERED** that the Emergency Operations Center of the City of Jackson, Mississippi, continue to place into effect the City of Jackson's Emergency Management Operations Plan.

**IT IS FURTHER ORDERED** that all agencies and departments of the City of Jackson, Mississippi, shall continue to render all possible assistance and discharge their emergency responsibilities and provide full cooperation with this Proclamation.

**WITNESS MY HAND**, on this 19 day of February, 2021 at 10:30 a.m.



**CHOKWE A. LUMUMBA, MAYOR  
CITY OF JACKSON, MISSISSIPPI**

**ATTEST:**



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CITY CLERK

**ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE FIRE HYDRANT REPAIR ON OLD BYRAM ROAD**

OFFICE OF THE CITY ATTORNEY  
4/27/21

**WHEREAS**, Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a civil emergency; and

**WHEREAS**, the Mayor of the City of Jackson, Mississippi, is authorized to declare a State of Emergency and to promulgate such rules, regulations, and orders as he deems necessary to protect life and property; and

**WHEREAS**, on February 12, 2021, the National Weather Service issued a winter weather/storm warning for an area including the City of Jackson, Mississippi; and

**WHEREAS**, rain, sleet, ice and possibly snow was anticipated throughout the State of Mississippi, including the City of Jackson, which may result dangerous conditions; and

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**WHEREAS**, Section 45-17-11 of the Mississippi Code of 1972, as amended, empowers the Mayor of a municipality to issue such orders as are necessary for the protection of life and property; and

**WHEREAS**, the City of Jackson Department of Public Works discovered a broken fire hydrant on the 24' water main resulting from the winter weather/storm; and

**WHEREAS**, the Department of Public Works solicited a quote from Delta Constructors, Inc. to repair the fire hydrant on the 24" water main; and

**WHEREAS**, pursuant to the civil emergency procurement process, a contract has been executed with Delta Constructors, Inc, in an amount not to exceed \$31,420.00 without further authorization of the governing authorities to make repairs to the fire hydrant on the 24" water 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 Delta Constructors, Inc. in an amount not to exceed \$31,420.00 without further authorization of the governing authorities for repairs to the fire hydrant on the 24" water main is ratified.

Agenda Item No. 39  
Agenda Date: April 27, 2021  
(Williams, ,Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**April 8, 2021**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE FIRE HYDRANT REPAIR ON OLD BYRAM ROAD																																													
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>	City of Jackson/Byram water customers																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Complete																																													
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This fire hydrant is in Byram, Mississippi																																													
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works.																																													
8.	<b>COST</b>	Cost: \$31,420.00																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 32-451-50-6485 <i>Outs</i> 31,90																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba

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

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

**Background:**

Attached, you will find an item for the City Council Agenda requesting approval of a ratified contract with Delta Constructors, Inc, for the fire hydrant on the 24" Water Main Emergency Repair. The contract is required due to a broken fire hydrant on the 24" water main. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

**Office of the City Attorney**

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  
APR 20 2024

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE FIRE HYDRANT REPAIR ON OLD BYRAM ROAD** is legally sufficient for placement in NOVUS Agenda.

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

4/20/2024  
DATE

Office of the Mayor  
Chokwe A. Lumumba, Mayor



219 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017  
Telephone: 601-960-1084  
Facsimile: 601-960-2193

## PROCLAMATION

**WHEREAS**, Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a civil emergency; and

**WHEREAS**, the Mayor of the City of Jackson, Mississippi, is authorized to declare a State of Emergency and to promulgate such rules, regulations, and orders as he deems necessary to protect life and property; and

**WHEREAS**, on February 12, 2021, the National Weather Service issued a winter weather/storm warning for an area including the City of Jackson, Mississippi; and

**WHEREAS**, rain, sleet, ice, and possibly snow was anticipated throughout the state of Mississippi, including the City of Jackson, which may result in dangerous conditions; and

**WHEREAS**, in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas, and in the public interest, Mayor Chokwe Antar Lumumba declared a civil emergency pursuant to the authority vested in him by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, to take all efforts to protect people and property; and

**WHEREAS**, winter weather, including but not limited to sleet, ice, and snow, have caused, and may continue to cause, personal injuries, damage to homes, businesses, public property, as well as continue to threaten the safety of the citizens and property of the City of Jackson, Mississippi and requires the continued exercise of extraordinary measures; and

**WHEREAS**, Section 45-17-11 of the Mississippi Code of 1972, as amended, empowers the Mayor of a municipality to issue such orders as are necessary for the protection of life and property.

**NOW, THEREFORE**, I, Chokwe Antar Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me by Section 45-17-1, *et seq.*, of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby continue the declared civil emergency for the entire City of Jackson, and the state of the emergency will be reviewed every seven (7) days until such local emergency is no longer in effect and proclaimed terminated by the Mayor of the City of Jackson, State of Mississippi.

**IT IS ORDERED** that the Emergency Operations Center of the City of Jackson, Mississippi, continue to place into effect the City of Jackson's Emergency Management Operations Plan.

**IT IS FURTHER ORDERED** that all agencies and departments of the City of Jackson, Mississippi, shall continue to render all possible assistance and discharge their emergency responsibilities and provide full cooperation with this Proclamation.

**WITNESS MY HAND**, on this 19 day of February, 2021 at 10:30 a.m.



**CHOKWE A. LUMUMBA, MAYOR  
CITY OF JACKSON, MISSISSIPPI**

**ATTEST:**




**CITY CLERK**

REFERENCE: 2105 City of Jackson Old Byram Road  
 PERIODIC ESTIMATE PERIOD: March 1, 2021  
 PERIODIC ESTIMATE NO.: NO 1  
 PROJECT: Repair and Install New Fire Hydrant Old Byram Road

ITEM	DESCRIPTION	CONTRACT		UP	CONTRACT AMOUNT	QTY.		DATE	EARNED		EARNED TO DATE
		QTY.	UM			THIS PERIOD	PREVIOUS PERIOD		THIS PERIOD	PREVIOUS PERIOD	
1	Mobilization	1	LS	18,000.00	\$18,000.00	1	0	1	\$18,000.00	\$0.00	\$18,000.00
2	4' Fire Hydrant	1	LS	3,500.00	\$3,500.00	1	0	1	\$3,500.00	\$0.00	\$3,500.00
3	3 - 4" Pump	30	HRS	38.00	\$1,140.00	30	0	30	\$1,140.00	\$0.00	\$1,140.00
4	Small tools	10	LF	23.00	\$230.00	10	0	10	\$230.00	\$0.00	\$230.00
5	Foreman	10	HRS	70.00	\$700.00	10	0	10	\$700.00	\$0.00	\$700.00
6	Pipe Layer	10	HRS	44.00	\$440.00	10	0	10	\$440.00	\$0.00	\$440.00
7	5 Labor	50	HRS	39.00	\$1,950.00	50	0	50	\$1,950.00	\$0.00	\$1,950.00
8	Superintendent	10	HRS	81.00	\$810.00	10	0	10	\$810.00	\$0.00	\$810.00
9	Lowboy	10	HRS	285.00	\$2,850.00	10	0	10	\$2,850.00	\$0.00	\$2,850.00
10	Track hoe & Operator	10	HRS	140.00	\$1,400.00	10	0	10	\$1,400.00	\$0.00	\$1,400.00
11	2 Pickup	20	HRS	20.00	\$400.00	20	0	20	\$400.00	\$0.00	\$400.00

TOTAL PROJECT \$31,420.00

CONTRACTOR: DELTA CONSTRUCTORS INC.  
 BY:   
 JOE H. CAMPBELL, PRESIDENT  
 DATE: March 15, 2021

REMIT: Delta Constructors, Inc.  
 PO Box 9545  
 Jackson, MS 39286

RECOMMENDED FOR PAYMENT  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

TOTAL EARNED-REGULAR WORK \$31,420.00  
 ADD FOR STORED MATERIALS 0.00  
 SUBTOTAL \$31,420.00  
 RETAINAGE @ 0%  
 SUBTOTAL \$31,420.00  
 LESS PREVIOUS ESTIMATES \$0.00  
 NET AMOUNT DUE ESTIMATE \$31,420.00



OFFICE OF THE CITY ATTORNEY  
4-27-2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF JACKSON, MISSISSIPPI TO ADVERTISE, LET, MANAGE, AND PERFORM CONSTRUCTION ENGINEERING FOR THE WOODROW WILSON AVENUE IMPROVEMENTS PROJECT (WARD 7)**

**WHEREAS**, the City of Jackson was awarded \$2,026,013.00 by the Central Mississippi Planning and Development District (“CMPDD”) and \$197,337.00 in TA funds to repair Woodrow Wilson Avenue; and

**WHEREAS**, the City has bid the contract on two previous occasions, but has been unable to award the contract for the repairs and improvements because the lowest bid exceeded the available budget; and

**WHEREAS**, the Mississippi Transportation Commission, through its executive agency, the Mississippi Department of Transportation (“MDOT”), has offered to assist the City with the project with the expectation that MDOT will be capable of bringing the project in within the City’s budget; and

**WHEREAS**, in addition to funds previously identified from CMPDD and the TA funds, the City has budgeted an additional \$2,000,000.00; and

**WHEREAS**, under the terms of the Memorandum of Agreement, MDOT will agree to the following:

1. Advertise, let, award, manage, provide construction engineering and inspection services for the Project until its completion.
2. Provide regular status reports on the progress of the work, and report on issues that may need concurrence or action by the City.
3. Utilize, in the following order, the Two Million Twenty Six Thousand Thirteen Dollars (\$2,026,013.00) in MPO funds, plus One Hundred Ninety-four Thousand Three Hundred Thirty-seven Dollars (\$194,337.00) in TA funds, plus Two Million Dollars (\$2,000,000.00) received from the City to pay the progress and final estimate.
4. After the expenditure of the funds named in paragraph 3, provide additional funding, as is necessary to complete the Project.
5. In the event that the Project is completed without the expenditure of all of the Two Million Dollars (\$2,000,000.00) received from the City, refund the remaining balance of the Two Million Dollars (\$2,000,000.00) to the City.

Agenda Item No. 40  
Agenda Date: April 27, 2021  
(Williams, Lumumba)

6. Request additional funds from the City as necessary to complete the project, over and above the funds as shown herein;

and

**WHEREAS**, under the Memorandum of Agreement, the City would agree to do the following

1. Transfer to MDOT, prior to MDOT advertising the Project, Two Million Dollars (\$2,000,000.00) and provide MDOT with the plans and specifications for the Project, with the understanding that if the entire \$2,000,000.00 is not used for the construction of the Project, MDOT will remit the remaining balance back to the City.
2. Allow the Commission to use the MPO funds in amount of Two Million Twenty Six Thousand Thirteen Dollars (\$2,026,013.00) plus the One Hundred Ninety-four Thousand Three Hundred Thirty-seven Dollars (\$194,337.00) of TA funds for the Project costs.
3. Be responsible for all maintenance of the road after the contractor is released from maintenance.
4. Grant to the Commission or its contractors, at no cost, all easements, rights of entry, permits, or licenses which are reasonably necessary to complete the Project.
5. Upon request being made, make available, at no cost to the Commission or the Commission's contractors, any available property owned by the City, which may be reasonably necessary required by the contractor for staging, storage of equipment and construction materials, and similar purposes.
6. Promptly, reimburse the Commission for any Project costs expended by the Commission in excess of the funds specified in paragraph 1 and 2 above.
7. Grant unto the Commission full authority to resolve any and all performance and payment bond issues, to make demand upon the surety in the event of a default and to negotiate a takeover agreement if necessary to complete the Project;

and

**WHEREAS**, the Engineering Division of the Department of Public Works recommends that the governing authorities approve this Memorandum of Agreement in order to allow the completion of the Woodrow Wilson Avenue Project within budget; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Memorandum of Agreement with the Mississippi Transportation Commission that will authorize the City to transfer its currently budgeted funds and design documents for the Woodrow Wilson



Avenue Project to the Mississippi Department of Transportation and require the Mississippi Department of Transportation to undertake activities to let the Woodrow Wilson Avenue Project and oversee its completion.


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     April 21, 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>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF JACKSON, MISSISSIPPI TO ADVERTISE, LET, MANAGE, AND PERFORM CONSTRUCTION ENGINEERING FOR THE WOODROW WILSON AVENUE IMPROVEMENTS PROJECT (WARD 7)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Persons traveling along Woodrow Wilson Avenue from I-55 to North State Street and persons bicycling in this vicinity
4.	<b>Benefits</b>	Should allow for the completion of the Woodrow Wilson Avenue project within the current budget
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/> ▪	Department of Public Works, Engineering Division and Mississippi Department of Transportation
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 _____



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Charles Williams, P.E., Ph.D.   
Director  
**Date:** April 21, 2021  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing a Memorandum of Agreement with Mississippi Transportation Commission to facilitate the completion of the Woodrow Wilson Avenue Project.

The City received an award of over \$2 million from the Central Mississippi Planning Development District and a smaller TA grant for a project to resurface and improve Woodrow Wilson Avenue from the I-55 to North State Street. The City has put this project out for bid on two previous occasions, but both times the bids received exceeded the City's budget for the project.

The Mississippi Department of Transportation is offering to assist the City by letting the construction of the project using the City's design documents, then oversee the project by providing construction engineering and inspection services inhouse. The hope is that this will result in low bids and a savings on the cost of construction engineering and inspection, resulting in a cost for the project within the City's current budget.

To facilitate this Agreement, the City will provide MDOT with its design for the project and the currently budgeted funds consisting of the CMPDD award, the TA grant, and \$2,000,000 in special sales tax funding.

Please call me if you have any questions.

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  
4/21/2021

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF JACKSON, MISSISSIPPI TO ADVERTISE, LET, MANAGE, AND PERFORM CONSTRUCTION ENGINEERING FOR THE WOODROW WILSON AVENUE IMPROVEMENTS PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MISSISSIPPI TRANSPORTATION COMMISSION  
AND  
THE CITY OF JACKSON, MISSISSIPPI**

This Memorandum of Agreement (this "Agreement") is executed by and between the City of Jackson, located in Hinds County, Mississippi (the "City"), a municipal corporation of the State of Mississippi, acting by and through its City Council and the Mississippi Transportation Commission (the "Commission"), a body corporate of the State of Mississippi, which executes its orders and policies through the Mississippi Department of Transportation (the "MDOT") effective as of the last date of execution hereof.

**WITNESS THE FOLLOWING:**

**WHEREAS**, Sections 65-1-8(p), 65-1-75, and 65-1-79 of the Mississippi Code of 1972, authorizes the Commission and the City to enter into agreements with each other for the purposes of securing financial assistance from the United States Department of Transportation, Federal Highway Administration (the "USDOT-FHWA"); and

**WHEREAS**, the City owns and maintains a facility designated as Woodrow Wilson Avenue; and

**WHEREAS**, Woodrow Wilson Avenue is experiencing pavement problems that are compromising the safety of the traveling public, and which the parties hereto wish to cooperatively address; and

**WHEREAS**, the Commission recognizes a need to add traffic capacity to the eastern end of the project and is willing to provide funding for the addition of capacity in that section of the Project; and,

**WHEREAS**, the City was awarded Two Million Twenty-six Thousand Thirteen Dollars (\$2,026,013.00) by the Central Mississippi Planning and Development District to repair Woodrow Wilson Avenue (the "Project"); and

**WHEREAS**, the City was awarded One Hundred Ninety-four Thousand Three Hundred Thirty-seven Dollars (\$194,337.00) in TA funds for the Project; and

**WHEREAS**, the City is prepared and able to commit Two Million Dollars (\$2,000,000.00) of its own funds to the Project; and

**WHEREAS**, the City has prepared plans and specifications for the Project, but the Commission is willing and able to advertise, let, manage, perform construction engineering and inspection for the Project; and

**WHEREAS**, it is understood by all parties that eligibility for certain funding may impose requirements in addition to those contained in this Agreement; and

**WHEREAS**, the Commission and the City desire to work in coordination and cooperation in an intergovernmental relationship to improve Woodrow Wilson Avenue, Project number STP-7281-00(005), 107549-301000, for the benefit of all parties; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Commission and the City do hereby agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to establish and define the respective responsibilities and obligations of the Commission and the City with respect to the Project.

**II. CONTACT PERSONS**

It is understood by all parties that the Commission executes all its orders and directives through the Executive Director of the Mississippi Department of Transportation (“MDOT”). It is understood by all parties that the City executes all of its orders and directives through its Mayor.

Unless otherwise notified in writing to the contrary, the appropriate contact person for the Commission for matters pertaining to this Memorandum of Agreement shall be:

\_\_\_\_\_, Executive Director  
Mississippi Department of Transportation  
PO Box 1850  
401 North West Street  
Jackson, Mississippi 39215-1850  
Telephone 601-359-7002  
Facsimile 601-359-7050

Unless otherwise notified in writing to the contrary, the appropriate contact person for the City for matters pertaining to this Memorandum of Agreement shall be:

Chokwe Lumumba, Mayor  
City of Jackson, MS  
219 South President Street  
Jackson, Mississippi 39205  
Telephone: 601-960-1084

**III. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES**

It is understood and agreed that this Agreement is a Memorandum of Agreement, and that its provisions may be superseded by state and federal laws, regulations, rules, and policies.

**A.** The Commission hereby covenants, and agrees that it will:

1. Advertise, let, award, manage, provide construction engineering and inspection services for the Project until its completion.
2. Provide regular status reports on the progress of the work, and report on issues that may need concurrence or action by the City.
3. Utilize, in the following order, the Two Million Twenty Six Thousand Thirteen Dollars (\$2,026,013.00) in MPO funds, plus One Hundred Ninety-four Thousand Three Hundred Thirty-seven Dollars (\$194,337.00) in TA funds, plus Two Million Dollars (\$2,000,000.00) received from the City to pay the progress and final estimate.
4. After the expenditure of the funds named in paragraph 3, provide additional funding, as is necessary to complete the Project.
5. In the event that the Project is completed without the expenditure of all of the Two Million Dollars (\$2,000,000.00) received from the City, refund the remaining balance of the Two Million Dollars (\$2,000,000.00) to the City.
6. Request additional funds from the City as necessary to complete the project, over and above the funds as shown herein.

**B.** The City hereby covenants, warrants and agrees that it will:

1. Transfer to MDOT, prior to MDOT advertising the Project, Two Million Dollars (\$2,000,000.00) and provide MDOT with the plans and specifications for the Project, with the understanding that if the entire \$2,000,000.00 is not used for the construction of the Project, MDOT will remit the remaining balance back to the City.
2. Allow the Commission to use the MPO funds in amount of Two Million Twenty Six Thousand Thirteen Dollars (\$2,026,013.00) plus the One Hundred Ninety-four Thousand Three Hundred Thirty-seven Dollars (\$194,337.00) of TA funds for the Project costs.
3. Be responsible for all maintenance of the road after the contractor is released from maintenance.
4. Grant to the Commission or its contractors, at no cost, all easements, rights of entry, permits, or licenses which are reasonably necessary to complete the Project.
5. Upon request being made, make available, at no cost to the Commission or the Commission's contractors, any available property owned by the City, which may be reasonably necessary required by the contractor for staging, storage of equipment and construction materials, and similar purposes.

6. Promptly, reimburse the Commission for any Project costs expended by the Commission in excess of the funds specified in paragraph 1 and 2 above.
7. Grant unto the Commission full authority to resolve any and all performance and payment bond issues, to make demand upon the surety in the event of a default and to negotiate a takeover agreement if necessary to complete the Project.

#### **IV. AMENDMENTS**

This Agreement may be amended in writing as mutually agreed upon by the parties.

#### **V. SEVERABILITY**

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

#### **VI. GENERAL PROVISIONS**

- A. Before advertisement of the Project, this Agreement shall be subject to termination at any time upon thirty (30) days written notice by any of the parties. After the MDOT advertises the Project, this Agreement may be terminated only by mutual agreement of the parties.
- B. The City's contribution to the financing of the Project will not be limited to allowing the Commission to use the MPO funds provided through USDOT-FHWA and providing the contributions of easements, personnel, and police cars as committed to above.
- C. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction of the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The parties agree that each will abide by all such applicable authority.
- D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 the Mississippi Code of 1972, as amended. Under this Act the City and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 110 Stat. 3359, as amended.



- E. Performance of the Commission's responsibilities under this Agreement shall be conditioned upon sufficient funding being made available through the Mississippi Legislature.

## **VII. RELATIONSHIP OF THE PARTIES**

- A. The Commission and the City are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the City will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- B. The Commission will not be a party to any contract or subcontract entered into by the City, other than this Agreement, and the City will not be a party to any contract or subcontract entered into by the Commission, other than this Agreement.
- C. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

## **VIII. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

- A. The Commission, MDOT, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the City, or any employee, agent, or official of the City, or any of the City's contractors or subcontractors.
- B. The City and all of its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Commission, or any employee, agent, or official of MDOT,.
- C. In the event that any act of omission or commission on the part of the City causes loss of funding from any source, the City shall be solely responsible for all additional costs.
- D. The City will hold the Commission harmless from any claim for damage to the extent allowed by Section 65-1-75(1) of Miss. Code Ann. (1972), as amended.

**SO EXECUTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**CITY OF JACKSON, MISSISSIPPI**

By: \_\_\_\_\_  
Chokwe Lumumba, Mayor

**SO EXECUTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**MISSISSIPPI TRANSPORTATION  
COMMISSION, by and through the duly  
authorized Executive Director of the Mississippi  
Department of Transportation**

By: \_\_\_\_\_  
Melinda L. McGrath, P.E., Executive Director  
Mississippi Department of Transportation

Book \_\_\_\_\_, Page \_\_\_\_\_ of the Minutes of the Mississippi Transportation Commission

**ORDER ACCEPTING AN IN-KIND DONATION OF DEBRIS REMOVAL FROM PDT LOGISTICS LLC AND AUTHORIZING THE MAYOR TO EXECUTE A VERIFICATION LETTER**

OFFICE OF THE CITY ATTORNEY  
4-27-2021  
[Signature]

**WHEREAS**, following the 2021 Winter Storm Event, PDT Logistics LLC performed debris removal services for the City of Jackson under a contract with an authorized amount of \$250,000.00; and

**WHEREAS**, PDT Logistics LLC completed work under the contract up to the authorized amount; and

**WHEREAS**, PDT Logistics LLC offered and provided additional debris removal for the City beyond the contract amount as an in-kind donation to the City of Jackson for the benefit of its residents affected by the 2021 Winter Storm Event; and

**WHEREAS**, PDT Logistics LLC has requested that City provide a verification letter documenting the receipt of these in-kind services.

**IT IS, THEREFORE, ORDERED** that the donation of in-kind services in the form of debris removal provided by PDT Logistics LLC is hereby accepted.

**IT IS FURTHER ORDERD** that the Mayor is authorized to execute a verification of receipt of the in-kind donation of debris removal services from PDT Logistics LLC.

Agenda Item No. 41  
Agenda Date: April 27, 2021  
(Williams, Lumumba)


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    April 21, 2021  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	ORDER ACCEPTING AN IN-KIND DONATION OF DEBRIS REMOVAL FROM PDT LOGISTICS LLC AND AUTHORIZING THE MAYOR TO EXECUTE A VERIFICATION LETTER																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>7 Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	Citizens of Jackson who had debris from the 2021 Winter Storm Event removed from their property																																													
4.	<b>Benefits</b>	The appearance of neighborhoods was enhanced by the removal of the storm debris																																													
5.	<b>Schedule (beginning date)</b>	The in-kind donation of services has already been performed; the Mayor will execute the verification form upon approval																																													
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>	Certain areas in South Jackson																																													
7.	<b>Action implemented by</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> <li>▪</li> </ul>	PDT Logistics LLC, which provided the in-kind donation of debris removal																																													
8.	<b>COST</b>	N/A																																													
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>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____	AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____	WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____	HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____	NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____																																							



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Charles Williams, P.E., Ph.D.   
Director  
**Date:** April 21, 2021  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting the in-kind donation of debris removal by PDT Logistics LLC and authorizing the Mayor to execute a verification letter for the donation.

PDT Logistics LLC was the contractor that provided debris removal following the 2021 Winter Storm Event. The authorized amount for that debris removal was \$250,000.00. After PDT had invoiced the City for this amount, there remained some additional debris removal. PDT offered to perform this remaining debris removal for the City as an in-kind donation and the Solid Waste Division accepted this offer.

This agenda item is needed to formally accept PDT's in-kind donation and to authorize the signing of a verification letter from the City documenting the donation. The basis for the value of the donation is the per cubic yard cost in PDT's debris removal contract. The Solid Waste Division has verified that the work was performed, including the cubic yards of debris removed as the in-kind donation.

Please call me if you have any questions.

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  
4/21/2024

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ACCEPTING AN IN-KIND DONATION OF DEBRIS REMOVAL FROM PDT LOGISTICS LLC AND AUTHORIZING THE MAYOR TO EXECUTE A VERIFICATION LETTER** is legally sufficient for placement in NOVUS Agenda.

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

  
DATE

Date: 04/13/2021

PDT Logistics LLC  
PO Box 1372  
Jackson, Mississippi 39215



This letter verifies that *PDT Logistics LLC* will provide debris removal/waste disposal services for 500 cubic yards to *the City of Jackson in-kind* at a retail value of forty-five thousand dollars (\$45,000.00).

PDT Logistics is as an S-Corporation organization by the standards of the Internal Revenue Service (IRS). Therefore, the donation of services may be tax-deductible to the extent allowed by law.

**Authorized Signature (City of Jackson):** \_\_\_\_\_

Representative Signature (PDT): *William R. Bradley*

Title: owner





OFFICE OF THE CITY ATTORNEY  
4-27-21

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE**

WHEREAS, the Department of Public Works for the City of Jackson previously identified the following critical projects for the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board and submitted a ranking request for the Fiscal Year 2021 funding cycle:

- OB Curtis Water Treatment Improvements
- JH Fewell Water Treatment Improvements
- Total Amount Request \$27,953,300.00; and

WHEREAS, the Local Governments and Rural Water Systems Improvements Board has listed the City of Jackson's three improvement projects as part of the Fiscal Year 2021 Mississippi Drinking Water Systems Improvements Revolving Loan Fund Program Priority List for a total loan amount of \$27,953,300 with a 20-year repayment schedule at an interest rate of 1.95%; and

WHEREAS, in order to apply for such a loan, the City must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

**NOW, THEREFORE, BE IT RESOLVED BY THE Council of the City of Jackson:**

**SECTION 1.** That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWI- L250008-02.

**SECTION 2.** That Mayor Chokwe Antar Lumumba, is authorized to execute and file an application for a DWSIRLF loan on behalf of City of Jackson, MS with full authority to execute all documents pertaining to the project.

**SECTION 3.** That the Public Works Director is hereby authorized to be the authorized representative of the project.

Agenda Item No. 42  
Agenda Date: April 27, 2021  
(Williams, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET  
APRIL 21, 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>RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE</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>	City of Jackson Corporate Limits	
4.	<b>Benefits</b>	Water Infrastructure Improvements	
5.	<b>Schedule (beginning date)</b>	Deadline for application submission is May 1, 2021	
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	<b>COST</b>	No Cost	
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input checked="" type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>		
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___ no ___      N/A _____ AABE _____ %      WAIVER    yes ___ no ___      N/A _____ WBE _____ %      WAIVER    yes ___ no ___      N/A _____ HBE _____ %      WAIVER    yes ___ no ___      N/A _____ NABE _____ %      WAIVER    yes ___ no ___      N/A _____	

**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba  
From: Charles William Jr., PE, PhD, Director/City Engineer  
Date: April 21, 2021



**Background:**

Attached, you will find an item authorizing the Mayor to execute all required documents pertaining to the application of a Drinking Water Systems Improvements Revolving Loan from the Mississippi Department of Health.

It is the recommendation of this office that the Mayor is authorized to execute all required documents in accordance with the Drinking Water Systems Improvement Revolving Loan. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
Jew  
4/21/2025

## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING PUBLIC WORKS DIRECTOR OR THE MAYOR AS THE AUTHORIZED REPRESENTATIVE is legally sufficient for placement in NOVUS Agenda.



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

4/21/2025

DATE

OFFICE OF THE CITY ATTORNEY  
4/23/21  
SRPS-0250-00(051)LPA/105812

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF SIMMONS EROSION CONTROL, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE BARR SAFE ROUTES TO SCHOOL PROJECT, FEDERAL AID PROJECT NUMBER SRPS-0250-00(051)LPA/105812 (WARD 5)**

**WHEREAS**, the City of Jackson entered into a contract for the construction of the Barr Safe Routes to School Project with Simmons Erosion Control, Inc., being the lowest and best bidder; and

**WHEREAS**, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel with a release from all maintenance issued on effective December 3, 2020; and the Surety, Arch Insurance Company has authorized release and payment of all monies due under this contract; and

**WHEREAS**, the final payment of \$2,068.03 results in a final project cost of \$657,560.17, a decrease of \$52,897.38 due to underrun of various quantities; and

**WHEREAS**, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #1/Final to the contract of Simmons Erosion Control, Inc., and to issue final payment in the amount of \$2,068.03 said contractor.

**IT IS FURTHER ORDERED** that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the Simmons Erosion Control, Inc., Federal Aid Project SRPS-0250-00(051)LPA/105812.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

Agenda Item No. 43  
Agenda Date: April 27, 2021  
(Williams, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** April 21, 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>	Order authorizing final payment and notice of completion for the Barr Safe Routes to School Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4 Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Pedestrians on Capitol St from Prentiss St to Green Ave
4.	<b>Benefits</b>	Closes sidewalk contract
5.	<b>Schedule (beginning date)</b>	Project complete
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Ward 5 (Capitol Street from Green Avenue to Prentiss Street)
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 Public Works, Engineering Division
8.	<b>COST</b>	Final Payment of \$2,068.03
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Federal Aid Grant  <u>213 45190 6B4007 501 6485</u>
10.	<b>EBO participation</b>	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Charles Williams, P.E., PhD  
Director, Department of Public Works

**Date:** April 21, 2021

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

Attached you will find an item to close out the Barr Safe Routes to School Project. The item authorizes the Mayor to execute Change Order #1/Final to the contract with Simmons Erosion Control, authorizes final payment to the contractor, authorizes publication of the notice of completion, and authorizes the Mayor to execute any documents necessary as part of project closeout. The project consisted of sidewalk replacement on Capitol Street from Prentiss Street to Green Avenue. Pedestrian push buttons and striping was also updated at the three signals within the project limits. The project as bid has been completed with an underrun. The contract included extra quantities for various pay items as a small contingency.

It is the recommendation of Public Works that the Change Order be approved and final payment authorized. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

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  
4/22/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF SIMMONS EROSION CONTROL, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE BARR SAFE ROUTES TO SCHOOL PROJECT, FEDERAL AID PROJECT NUMBER SRPS-250-00(051)LPA/105812 (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE



**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. SU1156296

**TO OWNER:**  
*(Name and address)*

City of Jackson  
P.O. Box 17  
Jackson, MS 39205-0017

**ARCHITECT'S PROJECT NO.:**

**CONTRACT FOR:** Same as Below

**PROJECT:**  
*(Name and address)*

**CONTRACT DATED:**

Federal Aid Project No. SRSP-0250-00(051)LPA 105812-401000 for Barr Elementary School Safe Routes to School Project, City of Jackson, Mississippi

*In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the*  
*(Insert name and address of Surety)*

Arch Insurance Company  
Harborside 3, 210 Hudson Street Suite 300  
Jersey City, NJ 07311-1107

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Simmons Erosion Control, Inc.  
P.O. Box 208  
Lake, MS 39092

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

City of Jackson  
P.O. Box 17  
Jackson, MS 39205-0017

as set forth in said Surety's bond.

**IN WITNESS WHEREOF**, the Surety has hereunto set its hand on this date: April 16, 2021  
*(Insert in writing the month followed by the numeric date and year.)*



Arch Insurance Company

*(Surety)*

By:

*(Signature of authorized representative)*

Brody Eric Buckley

Attorney-in-Fact

*(Printed name and title)*

Resident MS Agent Fisher Brown Bottrell Insurance, Inc.

Attest:  
*(Seal)*

Wes Price

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Note, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: Brody Eric Buckley

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1156296
Principal: Simmons Erosion Control, Inc.
Obligee: City of Jackson

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of January, 2021

Attested and Certified

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary



Arch Insurance Company

Handwritten signature of Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Handwritten signature of Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/21/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 12, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of April, 2021.

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Name and Location of Project:  
SAFE ROUTES TO BARR BLUESBERRY - HARDS CO  
CITY OF JACKSON

Name and Address of Contractor:  
Simmons Broken Branch, Inc.  
6890 Scenic Lee Drive  
Lakeland, MS 39092

Period Estimate No. 8 For Period 11/21/2020 to 12/17/2020

PAY ITEM NUMBER	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	Previous Quantity	QTY this Period	Total Quantities	Cost This Period	Total Cost To Date	Original Office Use
201-A001	CLEARING AND GRUBBING	1.00	LS	\$4,000.00	\$ 4,000.00	1	0	1	\$ -	\$ 4,000.00	
202-B076	REMOVAL OF TRAFFIC STRIPE	1,024.00	LF	\$3.00	\$ 3,072.00	1,780	0	1,780	\$ -	\$ 3,072.00	
202-B084	REMOVAL OF CONCRETE COMBINATION CURBS & GUTTER	1,527.00	LF	\$9.75	\$ 15,853.25	1,270.5	0	1,270.5	\$ -	\$ 15,853.25	
202-B094	REMOVAL OF CONCRETE SIDEWALKS & DRIVEWAYS, ALL DEPTHS	3,288.00	SY	\$14.28	\$ 46,985.76	3,118.52	22.57	3,141.09	\$ 322.83	\$ 47,308.59	
202-B147	REMOVAL OF EXISTING MAST POLE FOUNDATIONS	1.00	EA	\$3,500.00	\$ 3,500.00	0	0	0	\$ -	\$ -	
203-EX018	BORROW EXCAVATION, LVN, AH	680.00	CY	\$21.50	\$ 14,620.00	691	0	691	\$ -	\$ 14,620.00	
203-G004	EXCESS EXCAVATION, LVN, AH	490.00	CY	\$19.00	\$ 9,310.00	1,03.57	0	1,03.57	\$ -	\$ 9,310.00	
807-C16-A001	SOLID SODDING	322.00	SY	\$5.00	\$ 1,610.00	727.24	0	727.24	\$ -	\$ 1,610.00	
204-A001	TEMPORARY BELT FENCE	6,890.00	LF	\$3.00	\$ 20,670.00	0	0	0	\$ -	\$ -	
807-227-A003	WATTLERS, 12"	228.00	LF	\$3.00	\$ 684.00	40	0	40	\$ -	\$ 684.00	
807-403-A015	HOT MIX ASPHALT, INT, 6.5MM MIXTURE	6.00	TON	\$200.00	\$ 1,200.00	0	6.00	6.00	\$ 600.00	\$ 1,200.00	
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	87.00	SY	\$28.00	\$ 2,436.00	0	0	0	\$ -	\$ -	
803-C007	SAW-CUT, FULL DEPTH CONCRETE SIDEWALK, WITH REINFORCEMENT	1,990.00	LF	\$11.00	\$ 21,890.00	667	0	667	\$ -	\$ 21,890.00	
809-B001	CONCRETE CURB, HEADER	3,428.00	SY	\$50.00	\$ 171,400.00	3,084.17	21.57	3,105.74	\$ 1,126.50	\$ 172,526.50	
809-D001	CONCRETE CURB, HEADER	1,085.00	LF	\$24.00	\$ 26,040.00	1,117.5	0	1,117.5	\$ -	\$ 26,040.00	
809-D008	CONCRETE CURB, HEADER AND GUTTER TYPE 3A	165.00	LF	\$30.00	\$ 4,950.00	430	0	430	\$ -	\$ 4,950.00	
807-511-PP003	DETECTABLE WARNING, PER PLANS	257.00	SF	\$20.00	\$ 5,140.00	215	0	215	\$ -	\$ 5,140.00	
813-D006	ADJUSTMENTS OF WATER METER	8.00	EA	\$50.00	\$ 400.00	8	0	8	\$ -	\$ 400.00	
813-D010	ADJUSTMENTS OF MANHOLE COVER AND WATER VALVE	15.00	EA	\$60.00	\$ 900.00	4	0	4	\$ -	\$ 900.00	
814-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	58.00	SY	\$76.00	\$ 4,408.00	393.78	0	393.78	\$ -	\$ 4,408.00	
818-A001	MAINTENANCE OF TRAFFIC	1.00	LS	\$5,900.00	\$ 5,900.00	1	0	1	\$ -	\$ 5,900.00	
818-B001	ADDITIONAL CONSTRUCTION SIGNS	1.00	SF	\$10.00	\$ 10.00	0	0	0	\$ -	\$ -	
820-A001	MOBILIZATION	1.00	LS	\$58,500.00	\$ 58,500.00	1	0	1	\$ -	\$ 58,500.00	

897-528-0004	THERMOPLASTIC LEGEND, WHITE	1,855.00	LF	\$3.00	\$ 5,565.00	1638	0	0	1695	\$ -	\$ 4,500.00
897-538-7002	THERMOPLASTIC DETAIL STRIPE, WHITE	4,470.00	LF	\$1.75	\$ 7,822.50	4046	0	0	4658	\$ -	\$ 7,080.00
899-A001	STD. ROADSIDE CORNER SIGNS, SHEET ALUMINUM, 0.060" THICKNESS	100.00	SF	\$30.00	\$ 3,000.00	0	0	0	0	\$ -	\$ -
897-516-A001	STEEL U-SECTION POSTS, 3.0 LB/FT	88.00	LF	\$13.00	\$ 1,144.00	0	0	0	0	\$ -	\$ -
895-A001	VEHICLE LOOP ASSEMBLIES	2,800.00	LF	\$22.80	\$ 63,840.00	2000	0	0	2000	\$ -	\$ 45,000.00
898-A001	LOOP DETECTOR AMPLIFIER, CARD RACK MOUNTED, 2 CHANNEL	3.00	EA	\$598.00	\$ 1,794.00	3	0	0	3	\$ -	\$ 1,575.00
898-A002	LOOP DETECTOR AMPLIFIER, CARD RACK MOUNTED, 4 CHANNEL	2.00	EA	\$656.00	\$ 1,312.00	2	0	0	2	\$ -	\$ 1,112.00
897-539-A018	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 80' SHAFT, 87 ARM	1.00	EA	\$30,850.00	\$ 30,850.00	1	0	0	1	\$ -	\$ 30,850.00
897-538-A179	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II, WOOD, 40'	2.00	EA	\$2,000.00	\$ 4,000.00	2	0	0	2	\$ -	\$ 5,000.00
897-539-A034	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	9.00	EA	\$2,328.00	\$ 20,952.00	9	0	0	9	\$ -	\$ 21,750.00
840-A016	TRAFFIC SIGNAL HEAD, TYPE 1 LED	1.00	EA	\$1,320.00	\$ 1,320.00	1	0	0	1	\$ -	\$ 1,820.00
897-538-C002	POLE FOUNDATIONS, 36" DIAMETER	4.00	CY	\$1,600.00	\$ 6,400.00	4	0	0	4	\$ -	\$ 6,400.00
897-538-D003	POLE FOUNDATIONS, 24" DIAMETER	6.00	CY	\$2,400.00	\$ 14,400.00	6	0	0	6	\$ -	\$ 14,400.00
840-A022	TRAFFIC SIGNAL HEAD, TYPE 7 LED	1.00	EA	\$2,600.00	\$ 2,600.00	1	0	0	1	\$ -	\$ 3,500.00
840-A021	TRAFFIC SIGNAL HEAD, TYPE 6 LED COUNTERDOWN	5.00	EA	\$3,100.00	\$ 15,500.00	5	0	0	5	\$ -	\$ 10,500.00
897-544-A001	OPTICAL DETECTOR	1.00	EA	\$1,180.00	\$ 1,180.00	1	0	0	1	\$ -	\$ 1,180.00
897-544-S001	OPTICAL DETECTOR CABLE	100.00	LF	\$8.00	\$ 800.00	242	0	0	242	\$ -	\$ 1,050.00
846-A001	REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT	1.00	LS	\$24,500.00	\$ 24,500.00	1	0	0	1	\$ -	\$ 24,500.00
847-A002	PULLBOX, TYPE 3	3.00	EA	\$2,000.00	\$ 6,000.00	2	0	0	2	\$ -	\$ 4,000.00
847-A008	PULLBOX, TYPE 2	10.00	EA	\$1,200.00	\$ 12,000.00	10	0	0	10	\$ -	\$ 10,250.00
888-8013	CONDUIT, IMSA, 20-1,AWG 14, 3 CONDUCTOR	178.00	LF	\$5.00	\$ 890.00	20	0	0	20	\$ -	\$ 110.00
888-8015	CONDUIT, IMSA, 20-1,AWG 14, 5 CONDUCTOR	285.00	LF	\$5.00	\$ 1,425.00	1881	0	0	1881	\$ -	\$ 7,485.50
888-8024	CONDUIT, IMSA, 20-1,AWG 14, 3 CONDUCTOR	28.00	LF	\$6.80	\$ 190.40	282	0	0	282	\$ -	\$ 1,881.20
897-588-3049	IN CONDUIT, IMSA, AWG 14, 5 CONDUCTOR	625.00	LF	\$6.80	\$ 4,250.00	305	0	0	305	\$ -	\$ 2,400.00
897-588-2004	CONDUIT, THRI, AWG #10, 2 CONDUCTOR	48.00	LF	\$6.80	\$ 326.40	45	0	0	45	\$ -	\$ 287.00
888-A018	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	285.00	LF	\$13.00	\$ 3,705.00	205	0	0	205	\$ -	\$ 2,855.00

Item	Quantity	Unit	Rate	Amount	Other	Total
688-B024 UNDERGROUND DRILLED OR JACKED, SIZE 2"	1.00	LF	\$24.00	\$24.00	0	\$24.00
688-B025 UNDERGROUND DRILLED OR JACKED, SIZE 3"	28.00	LF	\$612.50	\$17150.00	0	\$17150.00
688-C005 TRAFFIC SIGNAL CONDUIT, AERIAL SUPPORTED, TYPE IV, 2"	1.00	LF	\$65.00	\$65.00	0	\$65.00
807-888-F001 UNDERGROUND, DRILLED OR JACKED, 2"	1.00	LF	\$28.00	\$28.00	0	\$28.00
807-888-F002 UNDERGROUND, DRILLED OR JACKED, 2"	1.00	LF	\$35.00	\$35.00	0	\$35.00
815-8910 PEDESTRIAN RAILING	94.00	LF	\$5,808.00	\$541,968.00	0	\$541,968.00
TOTAL				\$738,437.50		\$738,437.50

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

STATE OF Mississippi COUNTY OF Scott  
 My Commission Expires: 15th January 2024  
 My Commission Expires: 4/17/2024



By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\$2,656.03  
 \$857,593.17

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS  
JACKSON, MISSISSIPPI  
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Project No: SRSP-0250-00(051)105812401 County: HINDS (25)  
 Prime Contractor: SIMMONS EROSION CONTROL, INC  
 Project Engineer: TOMMY AVANT

**THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUBCONTRACTING FIRMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. \*\*\* THIS REPORT IS SUBJECT TO AUDIT \*\*\***

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	11/30/2020	\$337,954.22	\$526,804.14

DBE Firm (Listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

DBE Firm (not listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
LEWIS ELECTRIC, INC.		NONE	0	0	0	0	0	0

Non-DBE Firm	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
POWELL CONSTRUCTION		NONE	\$101,896	\$103,048	0	0	0	54%
TRAFFIC MAINT. SERVICE		NONE	\$10,045.35	\$12,401.87	0	0	0	80%
LANE LINE, LLC		NONE	0	0	0	0	0	0

Submitted by:  Title: Contractor  
 Total DBE Project Goal: 6%  
 Date: 1-15-2020

**\*\*\* INSTRUCTIONS \*\*\***

1. Contractor must submit this report for EVERY PROJECT each month to the Project Engineer.
2. If no payments are made this period, submit a negative or no change report to the Project Engineer.
3. The Project Engineer will attach a copy of the OCR-484 to the Monthly Estimate; Project Engineer will submit original to the Office of Civil Rights.
4. Progress estimates will be withheld if Contractor fails to submit OCR-484.
5. Type of firm is either (S) for Supplier, (C) for Contractor, (B) for Bonding, (M) for Miscellaneous, or (CS) for Consultant.

LPA-001 v 1.2  
 Revised Apr. 02, 2009  
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 Contractor's Estimate - Recap Sheet  
 SRSR-0250-00(051)105812401  
 Printed: 03/30/2021 10:08 am

Vendor Number	Completion Date	Time Units / Days to be Allowed	Previous Estimate	Total Allowed to Date
3100034181 0	00/00/0000	145.00		
Contract ID				
LSRSP025000051				
In Account With				
City of Jackson P.O. Box 17, Jackson, MS, 39203				
FMS Contract Number				
OG00001212				
Estimate Number	Period			
0003 FINAL	11/01/2020 Thru			
Project County: HINDS (25)				
Project Number: 105812401000 [SRSR-0250-00(051)105812401 ]				
Total Cost (Participating)	Current Period			
	\$2,235.12	\$655,475.06	\$657,710.18	
Total Cost	\$2,235.12	\$655,475.06	\$657,710.18	
Project Total	\$2,235.12	\$655,475.06	\$657,710.18	
% Matching Funds Deduction for LPA 20.000000 %	(\$447.02)	(\$131,095.01)	(\$131,542.04)	
Total Net Amount Owed to LPA	\$1,788.10	\$524,380.05	\$526,168.14	
Total Contract Net Work Due	\$1,788.10	\$524,380.05	\$526,168.14	
Time Units / Days Used	0.000000	140.474000	140.474000	
Contract % Complete (Dollars)	0.34 %	99.72 %	100.06 %	
Contract % Elapsed Time	0.000000%	96.880000%	96.880000 %	

Quantities Checked \_\_\_\_\_  
 Original Signed \_\_\_\_\_  
 Avant, Tommy J. (15-98) *Tommy J. Avant*  
 Project Engineer

LPA Official: \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Chief Engineer by \_\_\_\_\_  
 Original Signed \_\_\_\_\_  
 Lee Frederick, P.E.

Completion Date: 00/00/0000  
 Calendar Days to be Allowed: 145.00  
 Total Contract Bid Amount: \$710,457.55  
 Total Contract Current Amount: \$657,323.64  
 Productive Days to be Allowed: 145.000000  
 Total Productive Days Assessed: 140.470000  
 Contract % Elapsed Time (Productive Days): 96.880000 %  
 Progress of Project: 3.180000 %

CAD002 v 1.7  
 Revised Oct. 10, 2008  
 Vendor Number 3100034181 0  
 Contract ID LSRSPO25000051  
 In Account With City of Jackson P.O. Box 17, Jackson, MS, 39205  
 Surety Default Surety For LPA Contract  
 FMS CC Number OG00001212  
 Estimate Number 0003 FINAL  
 Project Number 165812401000 | SRSP-0250-00(051)105812401 HINDS (25)  
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 Contractor's Estimate - Detail Sheet  
 Date Let 04/02/2019  
 Award Date 06/27/2019  
 MFC  
 Not Found  
 SRSP-0250-00(051)105812401  
 Printed: 03/30/2021

Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Roadway	
				Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Amount Allowed-to-Date
1	0010	201-A001	Clearing and Grubbing	1.000	0.000	1.000	LS	4,000.00	0.00	4,000.00
1	0020	202-B081	Removal of Concrete Sidewalks & Driveways, All Depths	3,116.820	22.570	3,139.390	SY	10.75	242.63	33,748.45
1	0030	202-B089	Removal of Curb &/or Curb and Gutter, All Types	1,270.500	0.000	1,270.500	LF	9.75	0.00	12,387.38
1	0040	202-B179	Removal of Low Mast Lighting Foundation	0.000	0.000	0.000	EA	3,500.00	0.00	0.00
1	0050	202-B240	Removal of Traffic Stripes	1,790.000	0.000	1,790.000	LF	3.00	0.00	5,370.00
1	0060	203-EX040	Borrow Excavation, AH, LVM, Class B9	631.000	0.000	631.000	CY	31.50	0.00	19,876.50
1	0070	203-G002	Excess Excavation, LVM, AH	103.670	0.000	103.670	CY	15.00	0.00	1,555.05
1	0080	403-A014	9.5-in, MT, Asphalt Pavement	3.000	3.030	3.030	TON	230.00	696.90	696.90
1	0090	406-A002	Cold Milling of Bituminous Pavement, All Depths	0.000	0.000	0.000	SY	25.00	0.00	0.00
1	0100	503-C010	Saw Cut, Full Depth	887.000	0.000	887.000	LF	11.50	0.00	10,200.50
1	0110	608-B001	Concrete Sidewalk, With Reinforcement	3,084.000	22.570	3,086.740	SY	50.00	1,128.50	154,337.00
1	0120	608-C001	Detectable Warning Panels	216.000	0.000	216.000	SF	20.50	0.00	4,428.00
1	0130	609-B002	Concrete Curb, Header	1,217.500	0.000	1,217.500	LF	24.00	0.00	29,220.00
1	0140	609-D008	Combination Concrete Curb and Gutter Type 3A	430.000	0.000	430.000	LF	30.50	0.00	13,115.00
1	0150	613-D006	Adjustment of Manhole Cover and Water Valve	4.000	0.000	4.000	EA	66.00	0.00	264.00
1	0160	613-D010	Adjustment of Water Meter	8.000	0.000	8.000	EA	50.00	0.00	400.00
1	0170	614-B001	Concrete Driveway, With Reinforcement	393.780	0.000	393.780	SY	75.00	0.00	29,533.50
1	0190	618-B001	Additional Construction Signs	0.000	0.000	0.000	SF	10.00	0.00	0.00
1	0210	626-F003	Thermoplastic Legend, White	1,636.000	0.000	1,636.000	LF	3.00	0.00	4,908.00
1	0220	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	0.000	0.000	0.000	SF	30.00	0.00	0.00



Line No	Item Number	AC	Item	Total Quantities			Unit Price	Amount		
				Final Adjusted Contract Qty	Current	Allowed-to-Date		Current	Allowed-to-Date	
1	0230	630-C003	Steel U-Section Posts, 3.0 lb/ft	0.000	0.000	0.000	LF	13.00	0.00	0.00
1	0240	813-E008	Pedestrian Railing	0.000	0.000	0.000	LF	92.00	0.00	0.00
1	0250	907-626-G001	Thermoplastic Detail Stripe, White, 4" Equivalent Length	4,056.000	0.000	4,056.000	LF	1.75	0.00	7,098.00
1	0260	216-A001	Solid Sodding	727.240	0.000	727.240	SY	5.00	0.00	3,636.20
1	0270	234-A001	Temporary Silt Fence	0.000	0.000	0.000	LF	3.00	0.00	0.00
1	0280	237-A001	Wattles, 12"	40.000	0.000	40.000	LF	3.50	0.00	140.00
1	0290	635-A046	Traffic Signal Heads, Type 6 LED	5.000	0.000	5.000	EA	2,100.00	0.00	10,500.00
1	0300	635-A059	Traffic Signal Head, Type 1	1.000	0.000	1.000	EA	1,320.00	0.00	1,320.00
1	0310	635-A078	Traffic Signal Head, Type 7	1.000	0.000	1.000	EA	2,500.00	0.00	2,500.00
1	0320	636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 3 Conductor	0.000	0.000	0.000	LF	5.50	0.00	0.00
1	0330	636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	1,361.000	0.000	1,361.000	LF	5.50	0.00	7,485.50
1	0340	636-B018	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	282.000	0.000	282.000	LF	6.60	0.00	1,861.20
1	0350	636-B037	Electric Cable, Underground in Conduit, THHN, AWG #10, 3 Conductor	45.000	0.000	45.000	LF	6.60	0.00	297.00
1	0360	636-D005	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	365.000	0.000	365.000	LF	6.60	0.00	2,409.00
1	0370	647-A001	Removal of Existing Traffic Signal Equipment	1.000	0.000	1.000	LS	24,500.00	0.00	24,500.00
1	0380	684-A003	Pole Foundation, 24" Diameter	6.000	0.000	6.000	CY	2,400.00	0.00	14,400.00
1	0390	684-A005	Pole Foundation, 36" Diameter	4.000	0.000	4.000	CY	1,600.00	0.00	6,400.00
1	0400	907-634-A128	Traffic Signal Equipment Pole, Type II, 30' Shaft, 55' Arm	1.000	0.000	1.000	EA	30,850.00	0.00	30,850.00
1	0410	907-634-1001	Wood Pole, Class II Height 40'	2.000	0.000	2.000	EA	2,500.00	0.00	5,000.00
1	0420	907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	9.000	0.000	9.000	EA	3,525.00	0.00	31,725.00
1	0430	907-637-A002	Pullbox Enclosure, Type 2	10.000	0.000	10.000	EA	1,325.00	0.00	13,250.00
1	0440	907-637-A003	Pullbox Enclosure, Type 3	2.000	0.000	2.000	EA	2,000.00	0.00	4,000.00
1	0450	907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	225.000	0.000	225.000	LF	13.00	0.00	2,925.00
1	0460	907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	0.000	0.000	0.000	LF	24.00	0.00	0.00
1	0470	907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	0.000	0.000	0.000	LF	26.50	0.00	0.00

CAD002 Contractor's Estimate - Detail Sheet

Line No	Item Number	AC	Item	Total Quantities		Unit	Unit Price	Amount	
				Final Adjusted Contract Qty	Current			Allowed-to-Date	Current
1	0480	907-637-F009	Traffic Signal Conduit, Aerial Supported, Type 4, 2"	0.000	0.000	LF	66.00	0.00	0.00
1	0490	907-637-I001	Traffic Signal Conduit Bank, Underground, Drilled or Jacked, Rolled Pipes, 2 @ 2"	0.000	0.000	LF	26.50	0.00	0.00
1	0500	907-637-I002	Traffic Signal Conduit Bank, Underground, Drilled or Jacked, Rolled Pipes, 2"	0.000	0.000	LF	26.50	0.00	0.00
1	0510	907-639-B001	Type 1 Optical Detector	1.000	0.000	EA	1,150.00	0.00	1,150.00
1	0520	907-639-C001	Type 1 Optical Detector Cable	242.000	0.000	LF	8.00	0.00	1,936.00
1	0530	907-640-A001	Vehicle Loop Assemblies	2,000.000	0.000	LF	22.50	0.00	45,000.00
1	0540	907-640-C001	Loop Detector Amplifier, 2 Channel	3.000	0.000	EA	525.00	0.00	1,575.00
1	0550	907-640-C002	Loop Detector Amplifier, 4 Channel	2.000	0.000	EA	656.00	0.00	1,312.00
				Total Roadway Items				2,068.03	545,310.18
				Total Participating Direct Items				2,068.03	545,310.18
				Total Non-Participating Direct Items				0.00	0.00
				Total Direct Items				2,068.03	545,310.18
<b>Total Direct Items on Contract = 544,923.64</b>									
<b>Dependent Items</b>									
Part Line No	Item Number	AC	Item	Contract Qty	Current	Allowed-to-Date	Unit	Unit Price	Amount
1	0180	618-A001	Maintenance of Traffic	1.000000	0.0031	1.0000	LS	53,900.00	167.09
1	0200	620-A001	Mobilization	1.000000	0.0000	1.0000	LS	58,500.00	0.00
				Total Participating Dependent Items					167.09
				Total Non-Participating Dependent Items					0.00
				Total Dependent Items					167.09
				Total Project Participating Construction Items					2,235.12
				Total Project Non-Participating Construction Items					0.00
				Total Project Construction Items					2,235.12
<b>Stockpiled Material Adjustments</b>									
Line No	Item Number	Item Description	Adjustment Description	Current	Allowed-to-Date				
			Total Participating Stockpiled Material Adjustments	0.00	0.00				
				Total Participating Costs (on CAD001)					
				Total Non-Participating Costs (on CAD001)					
				Total Costs (on CAD001)					
				2,235.12					
				657,710.18					
				0.00					
				657,710.18					

Fuel And Material Adjustments						
Line No	Item Number	Item Description	Adjustment Description	Price Difference	Current	Allowed-to-Date
			Total Participating Fuel And Material Adjustments		0.00	0.00
			Total Non-Participating Fuel And Material Adjustments		0.00	0.00
			Total Fuel And Material Adjustments		0.00	0.00
<b>Total Construction Cost on Contract = 657,323.64</b>					<b>2,235.12</b>	<b>657,710.18</b>
<b>Total Contract Net Work Dues (on CAD0001)</b>						



OFFICE OF THE CITY ATTORNEY  
MAYOR  
APR 27 2021

**ORDER AMENDING THE CITY COUNCIL ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND OFFICE OF THE CITY PROSECUTOR**

**WHEREAS**, on May 26, 2020, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with XEROX Corporation for two (2) W7970, and one (1) 7855PT copiers for the Office of the City Attorney and the Office of the City Prosecutor under State Contract No. 072788800; and

**WHEREAS**, the Office of the City Attorney received the two (2) XEROX W7970 copiers from Xerox Corporation at a combined total of \$436.52 per month under State Contract No. 07278880, but the XEROX 7855PT copier to be rented for the Office of the City Prosecutor is no longer available but can be replaced with a XEROX C8155H, color, copy, print, fax, scan, finisher/stapler; and

**WHEREAS**, the Office of the City Attorney and the Office of the City Prosecutor desires to enter into a 36-month rental agreement for the XEROX C8155H from Xerox Corporation located at 2627 Ridgewood Road, Jackson, Mississippi under State Contract No. 072788800.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to amend/execute necessary documents with XEROX to provide for a 36-month rental of the XEROX C8155H at a cost of \$247.87 per month to include service and supplies, except paper and staples, from Xerox Corporation located at 2627 Ridgewood Road, Jackson, Mississippi under State Contract No. 072788800.

**IT IS FURTHER ORDERED** that payment for said rental be made from the general fund.

<b>APPROVED FOR AGENDA:</b>	<b>INITIALS</b>	<b>DATE</b>
LEGAL	_____	_____
FINANCE	_____	_____
BUDGETED Yes <input checked="" type="checkbox"/> No _____		
Account #001-407-20.6514		
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Agenda Item No. 44  
Agenda Date: April 27, 2021  
(Allen, Lumumba)

# MEMORANDUM



Office of the City Attorney  
(601) 960-1799

**TO:** Chokwe A. Lumumba, Mayor

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

**DATE:** April 14, 2021

**RE:** Order – Amending Copier Renewal Rental Agreement – Office of the City Prosecutor

---

On May 26, 2020, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) W7970, and one (1) 7855PT copiers for the Office of the City Attorney and the Office of the City Prosecutor.

The Office of the City Attorney received the two (2) XEROX W7970 copiers from Xerox Corporation at a combined total of \$436.52 per month under State Contract No. 07278880, but the XEROX 7855PT copier to be rented for the Office of the City Prosecutor is no longer available but can be replaced with a XEROX C8155H, color, copy, print, fax, scan, finisher/stapler.

The Office of the City Attorney and the Office of the City Prosecutor desires to enter into a 36-month rental agreement for the XEROX C8155H from Xerox Corporation located at 2627 Ridgewood Road, Jackson, Mississippi under State Contract No. 072788800.

The proposed equipment lease will be for a period of 36 months and will consist of the lease of one C8155H (Office of the City Prosecutor) at a cost of \$247.87

OFFICE OF THE CITY ATTORNEY

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

**DATE** 4/14/21

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	ORDER AMENDING THE CITY COUNCIL ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND OFFICE OF THE CITY PROSECUTOR																																													
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>	City of Jackson																																													
4.	<b>Benefits</b>																																														
5.	<b>Schedule (beginning date)</b>	Upon City Council approval																																													
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable																																														
<input type="checkbox"/>	<b>Action implemented by:</b>	Office of the City Attorney and City Prosecutor																																													
<input type="checkbox"/>	§ City Department																																														
7. <input type="checkbox"/>	§ Consultant																																														
8.	<b>COST</b>	one XEROX C8155H (Office of the City Prosecutor) at a cost of \$247.87																																													
<input type="checkbox"/>	<b>Source of Funding</b>	General Fund																																													
<input type="checkbox"/>	§ General Fund																																														
<input type="checkbox"/>	§ Grant																																														
<input type="checkbox"/>	§ Bond																																														
9. <input type="checkbox"/>	§ Other																																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	X
ABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
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																																							

Revised 2-04

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY  
Wacy  
4/19/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AMENDING THE CITY COUNCIL ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND OFFICE OF THE CITY PROSECUTOR** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, Interim City Attorney

  
\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
12/21/21

**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JOHNNY YOUNG V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Civil Action No.: 19-714.**

**WHEREAS**, on or about October 18, 2019, a Complaint was filed by Johnny Young naming the City of Jackson, Mississippi, In the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause Number 19-714. The Complaint alleged that Plaintiff's property had suffered damage from the flooding of a City water main that was not turned off for an extensive amount of time; and,

**WHEREAS**, on April 15, 2021, the parties, through counsel negotiated a settlement agreement for a cash amount to resolve all disputed claims contingent on this Council's approval; and,

**WHEREAS**, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiff, in return for a complete release of the City of Jackson and Entry of an Agreed Order of Dismissal; and,

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

**WHEREAS**, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle all claims in an amount not to exceed \$20,000 in attorney's fees and other compensatory damages.

**NOW, THEREFORE, IT IS HEREBY ORDERED**, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum not to exceed \$20,000.00 to Plaintiff in return for a complete release of the City of Jackson from any and all liability.

Agenda Item No. 45  
Agenda Date: April 27, 2021  
(Allen, Lumumba)

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

## OFFICE OF THE CITY ATTORNEY

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ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JOHNNY YOUNG V. CITY OF JACKSON, MISSISSIPPI" IN THE HINDS COUNTY CIRCUIT COURT, MISSISSIPPI, FIRST JUDICIAL DISTRICT; Cause No.: 19-714 is legally sufficient for placement in NOVUS Agenda.



**MONICA D. ALLEN**, *Interim City Attorney*

Lee D. Thames, Jr., *Special Assistant to the City Attorney* 



DATE

OFFICE OF THE CITY ATTORNEY  
4/20/24

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

**DATE: 04/20/2021**

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT OF FULL AND FINAL JUDGMENT OF ALL CLAIMS IN THE MATTER OF "JOHNNY YOUNG V. CITY OF JACKSON, MISSISSIPPI" IN THE HINDS COUNTY CIRCUIT COURT, MISSISSIPPI, FIRST JUDICIAL DISTRICT; Cause No.: 19-714.
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.	Who will be affected	City of Jackson
4.	Benefits	Settlement of a certain claim involving the City of Jackson
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department ____ Consultant _____	Office of the City Attorney
8.	COST	\$20,000
9.	Source of Funding General fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

10.	<b>E. B.O. 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 _____

**ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY**

**WHEREAS**, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

**WHEREAS**, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

**IT IS THEREFORE HEREBY ORDERED** that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

Agenda Item No. 46  
Agenda Date: April 27, 2021  
(STAMPS)

