



**REVISED
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
DECEMBER 21, 2021
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REV. ROBERT MOSLEY OF NEW STRANGER HOME**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDER GRANTING REIMAGINE PREP'S REQUEST TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 5) (HILLMAN, LUMUMBA)**
3. **ORDER DENYING REIMAGINE PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 5) (HILLMAN, LUMUMBA)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

4. **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."**
5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1214 – 2105 HICKORY DRIVE – \$8,350.00. (WARD 3) (HILLMAN, LUMUMBA)**
6. **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 #2018-1393 – 220 PRINCETON STREET – \$6,882.00. (WARD 5) (HILLMAN, LUMUMBA)**

7. **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 #2019-1270 – 3830 SKYLINE DRIVE – \$5,648.00. (WARD 3) (HILLMAN, LUMUMBA)**
8. **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 #2019-1429 – 1668 SMALLWOOD STREET – \$6,481.00. (WARD 6) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND K L TRUCKING LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1472 – 3710 ROBINSON ROAD – \$9,000.00. (WARD 5) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1021 – 257 SOUTH DENVER STREET – \$8,350.00. (WARD 5) (HILLMAN, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON PARCEL 73-26 LOCATED AT 147 49 WEST COHEA STREET - \$3,799.00. (WARD 7) (HILLMAN, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON PARCEL 73-22 LOCATED AT 137 WEST COHEA STREET - \$2,299.00. (WARD 7) (HILLMAN, LUMUMBA)**

INTRODUCTION OF ORDINANCES

13. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING A PORTION OF REVEREND DR. MARTIN L. KING, JR. DRIVE FROM MAPLE STREET TO WATSON STREET IN HONOR OF MR. ROBERT "ROB JAY" JEUITT. (STOKES)**

ADOPTION OF ORDINANCE

14. **ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL. (JACKSON CITY COUNCIL)**

REGULAR AGENDA

15. **CLAIMS (HORTON, LUMUMBA)**
16. **PAYROLL (HORTON, LUMUMBA)**
17. **ORDER REVISING THE FISCAL YEAR 2021-2022 PURCHASING BUDGET OF THE DEPARTMENT OF ADMINISTRATION TO HIRE TEMP STAFF. (HORTON, LUMUMBA)**
18. **ORDER RATIFYING THE AUTHORIZATION OF THE MAYOR TO, ENTER INTO A CONTRACTUAL AGREEMENT WITH CONSULTING BY LEE TO SERVE AS THE DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD). (WRIGHT, LUMUMBA)**
19. **ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2022. (A. HARRIS, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT AND RELATED DOCUMENTS WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE DEPARTMENT OF MUNICIPAL CLERK. (A. HARRIS, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FIRST INTERMED CORPORATION DOING BUSINESS AS MEA EMPLOYEE ASSISTANCE. (MARTIN, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2022 TO DECEMBER 31, 2024. (MARTIN, LUMUMBA)**
23. **ORDER AUTHORIZING THE AWARD OF THE SUM OF \$105,000.00 TO THE GREATER JACKSON ARTS COUNCIL AND THE MAYOR'S EXECUTION OF A CONTRACT WITH THE AGENCY. (KIDD, LUMUMBA)**
24. **ORDER REVISING THE FISCAL YEAR 2021/2022 BUDGET OF THE DEPARTMENT OF PARKS AND RECREATION, AUTHORIZING THE TRANSFER OF FUNDS FROM UNFILLED SALARIES ACCOUNTS TO VARIOUS ACCOUNTS TO ENSURE JACKSON ZOO UTILITIES ARE PAID. (HARRIS, LUMUMBA)**

25. **ORDER ACCEPTING THE ADJUDICATED FUNDS FROM FORFEITED AND SEIZED PROPERTY IN THE AMOUNT OF ONE HUNDRED FIFTY-EIGHT THOUSAND, SEVEN HUNDRED FORTY-THREE DOLLARS, AND THIRTY-NINE CENTS (\$158,743.39) TO THE CITY JACKSON. (DAVIS, LUMUMBA)**
26. **ORDER AUTHORIZING PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED. (DAVIS, LUMUMBA)**
27. **ORDER AUTHORIZING PAYMENT TO DPS – CRIME LAB FOR SERVICES RENDERED. (DAVIS, LUMUMBA)**
28. **ORDER AUTHORIZING PAYMENT TO LIVE OAK PSYCHOLOGICAL ASSOCIATION FOR SERVICES RENDERED. (DAVIS, LUMUMBA)**
29. **ORDER GRANTING REIMAGINE PREP'S REQUEST TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 5) (HILLMAN, LUMUMBA)**
30. **ORDER DENYING REIMAGINE PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 5) (HILLMAN, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC., TO PROVIDE INVESTIGATIVE SOFTWARE TO BE USED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY IMPROVEMENT DIVISION. (HILLMAN, LUMUMBA)**
32. **ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPOT COMMUNITY SERVICES, INC., TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS) (HILLMAN, LUMUMBA)**
33. **ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS) (HILLMAN, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (HILLMAN, LUMUMBA)**

35. **ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT/TRANSIT SERVICES DIVISION. (HILLMAN, LUMUMBA)**
36. **ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750I COLOR COPIER TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (KING, LUMUMBA)**
37. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002) LPA/108070, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION. (WARD 7) (KING, LUMUMBA)**
38. **ORDER ACCEPTING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT AUTHORIZING FINAL PAYMENT AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION. (WARD 2) (KING, LUMUMBA)**
39. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE ADDENDUM NO. 2 TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR STORMWATER PUMPING SERVICES AT THE SAVANNA STREET WASTEWATER TREATMENT PLANT. (ALL WARDS) (KING, LUMUMBA)**
40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC., FOR THE TERRY ROAD RESURFACING PROJECT (INTERSTATE 20 TO MCDOWELL ROAD), FEDERAL AID PROJECT NO. STP-7286-00(006) LPA/108074. (WARDS 5 AND 7) (KING, LUMUMBA)**
41. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND EASEMENT BETWEEN THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE CITY OF JACKSON, MISSISSIPPI TO ALLOW FOR THE CONSTRUCTION OF A WATER DISTRIBUTION LINE ACROSS THE CITY OF JACKSON RIGHT-OF-WAY. (WARD 7) (KING, LUMUMBA)**
42. **ORDER APPROVING THE CONVEYANCE OF TITLE TO PARCEL # 145-27 COMMONLY REFERRED TO AS MOUNT OLIVE CEMETERY TO JACKSON STATE UNIVERSITY, A STATE-SUPPORTED INSTITUTION OF HIGHER LEARNING. (C. MARTIN, LUMUMBA)**
43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS. (ALL WARDS) (C. MARTIN, LUMUMBA)**
44. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE REMOVAL OF THE SANITATION CHARGES (GARBAGE COLLECTION CHARGES) FROM THE CITY OF JACKSON WATER BILLS. (STOKES)**

45. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
46. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L250008-02. (KING, LUMUMBA)**
47. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION PROJECTS DWI-L250008-03. (KING, LUMUMBA)**

DISCUSSION

48. **DISCUSSION: UPDATE ON ANIMAL SHELTER (LINDSAY)**
49. **DISCUSSION: FIRST RESPONDERS (LINDSAY)**
50. **DISCUSSION: PERSONAL CARE HOMES (STOKES)**
51. **DISCUSSION: KEYSHIA SANDERS (STOKES)**
52. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
53. **DISCUSSION: PENDING LITIGATION (C. MARTIN)**

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

OFFICE OF THE CLERK
[Signature]

ORDER GRANTING REIMAGINE PREP'S REQUEST TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in the Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

WHEREAS, Reimagine Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage; and

WHEREAS, in accordance with the Applicant's request, the second sign will be ground-mounted, with an overall height of 6 feet.

IT IS FURTHER ORDERED that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; and granting the variance requested will not grant the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

IT IS, THEREFORE, ORDERED that Reimagine Prep is hereby granted a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has met the necessary criteria for the requested variance.

Public Hearing
Agenda Item #2
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/16/21
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	309 W. McDowell Road (Ward 5)	
7.	Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

Revised 2-04

Staff Recommendation: Approve

THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: *OH* Jordan Hillman, Director
Department of Planning & Development

DATE: November 16, 2021

RE: Sign Variance

Reimagine Prep, located at 309 W. McDowell Road, is requesting a variance to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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 GRANTING REIMAGINE PREP'S REQUEST TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*

DATE: 12/1/21

OFFICE OF THE CITY ATTORNEY

RECEIVED

Paid \$450.00 ck 1083
11-8-21 VL

SIGNS LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 309 W. McDowell Rd.
Jackson, MS 39204

II. Purpose for requested Sign Variance: (Brief Description)
Shared land parcel - two entities (Reimagine Prep and St. Therese Catholic Church)

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
If yes, please give details and dates of violations:
N/A

IV. Are there any Restrictive Covenants? _____ If yes, please attach copies

V. What is the Zoning classification of property? _____
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: RePublic Schools, Inc.

Mailing Address: 309 W. McDowell Rd.

City: Jackson State: MS Zip: 39204

Contact Phone: 228-342-2572 Fax: _____

Email: tvernaci@republiccharterschools.org

RECEIVED

SIGAS LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci
Mailing Address: 820 Fairview St.
City: Jackson State: MS Zip: 39202
Contact Phone: 228-342-2572 Fax: _____
Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: RePublic Schools, Inc.
Mailing Address: 309 W. McDowell Rd.
City: Jackson State: MS Zip: 39204
Email: tvernaci@republiccharterschools.org

IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing

1 Variance(s) \$450.00

RECEIVED

SIGNATURE DIVISION

DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.



Anthony J. Vernaci III

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

309 W. McDowell Rd Jackson, Mississippi

On this the 25 day of October, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

Anthony Vernaci III

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th

Day of October 25, 2021.

MY COMMISSION EXPIRES:

7/3/21




NOTARY PUBLIC

RECEIVED

PLANNING DIVISION



**Statement of Intent
Application for Sign Variance
ReImagine Prep
309 W. McDowell Rd. Jackson, MS 39204**

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 309 W. McDowell Rd. Jackson, MS 39204 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northeast corner of the land parcel, adjacent to McDowell Rd. to indicate the location of ReImagine Prep public charter school. Currently, land parcel has two buildings located at the address referenced above that are separate legal entities, ReImagine Prep public charter school and St. Therese Catholic Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

ReImagine Prep
A RePublic School
309 W. McDowell Rd.

Thank you for your consideration.

Regards,

A handwritten signature in blue ink, appearing to read 'Anthony Vernaci', written over a white background.

Anthony Vernaci
Senior Director of Operations
RePublic Schools, Inc.

RECEIVED

SIGNATURE DIVISION



The information on the previous page is true and complete to the best of my knowledge.

[Signature]

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

309 W. McDowell Rd Jackson, Mississippi

On this the 19th day of November, 20 21.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally, came and appeared before me, the within named:

[Signature] Anthony J. Vernaci III

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th

Day of November, 20 21.

MY COMMISSION EXPIRES:

6.14.2025



[Signature]
NOTARY PUBLIC



DEPARTMENT OF PLANNING AND DEVELOPMENT

November 16, 2021

RePublic Schools, Inc.
Trey Vernaci
309 W. McDowell Road
Jackson, MS 39204

Re: Reimagine Prep Sign Variance Application

Dear Mr. Vernaci:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Reimagine Prep located at 309 W. McDowell Road.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Reimagine Prep is requesting to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager
Signs & License Division

RECEIVED



APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET-JACKSON, MS 39201
601-960-1154

CITY OF JACKSON
ZONING DIVISION

Date 11-12-21

Zone SU0

Approved By JM

Note _____

SIGN LICENSE LIVE BY

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Southeastern Sign Co.</u>		Business Name <u>BeImagine Prep</u>	
Address <u>120 Lone Wolf Drive</u>		Business Address <u>309 W. McDowell Rd.</u>	
City <u>Madison</u> State <u>MS</u> Zip <u>39110</u>		Owner's Name <u>Lance Farmer / Sign Craft</u>	
Phone <u>601-391-0023</u>		Phone <u>601-885-2900 x122</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # _____			
GROUND-MOUNTED: <input checked="" type="checkbox"/>	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>6ft</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>4ft</u>	Length _____	UL# _____	
Length <u>5' W</u>	Square Footage _____	Sign Material Type: _____	
Square Footage <u>20ft</u>	Wall Area _____		
Wind Pressure _____			
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: _____	
<u>BeImagine Prep</u>		Date Inspected: _____	
<u>A Republic School</u>		APPROVED <input type="checkbox"/>	
<u>309 W. McDowell Rd.</u>		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/>			

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

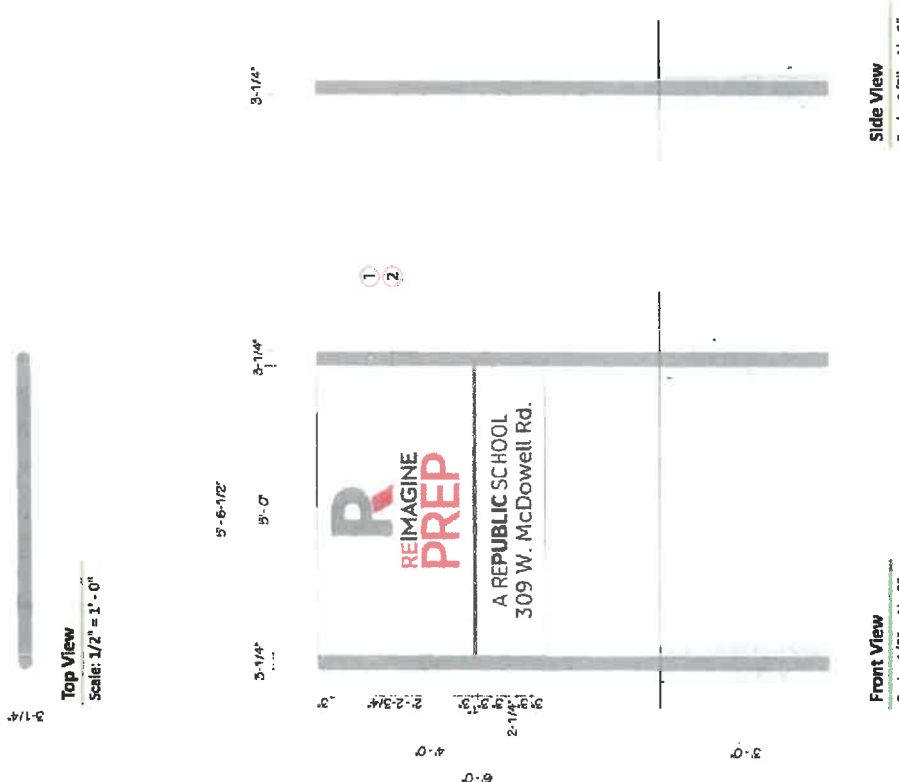
Paula Nett
Applicant's Signature

09/23/21
Date

Sign and License Division Manager

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SIGN LICENSE DIVISION



Date: 6/16/21

Revised:

Drawn by: CTP

Scale: As Noted in Drawing

File Name: Reimagine Prep Post and Panel.ai

File Folder: A\Republic Schools\ Reimagine Prep

Project Manager: LF

Post and Panel Sign Exterior - Layouts



1301 Antioch Pike
Nashville, TN 37211
P. 615-885-2900
F. 615-885-2989

This design is being submitted for use as a product being manufactured for you by Signcraft, Inc. It is not to be reproduced, copied or manufactured by you or others without the express written permission from Signcraft, Inc. Unauthorized use is subject to design charge and will include any collection fees.

Sign Details - Monument

Details:
Charleston Fabricated Aluminum Post and Panel Sign; Charleston 325 Series

- 1 Posts Painted Painted Gray (TBD).
Mounted in direct burial concrete footers (Mounting Location TBD)
- 2 Sign Panel Painted MP White. Applied Vinyl for Logo, Peline and Text: Red and Gray (TBD)
Font: Museo Sans 700.

Double Sided Unless noted otherwise.

Go gle Maps Reimagine Prep Middle School



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



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Reimagine Prep Middle School

4.7 ★★★★★ 12 reviews
Middle school



Hinds County

MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

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SIGNING LICENSE DIVISION

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Landroll Detail

Parcel Number		Map Reference Number	
614-1-7		758.00 1 188.01	
		View Map Property Taxes Gis Map	
Subdivision No.		Homestead Exemption Account Numbers	
Assessed Owner		Assessed Values	
REPUBLIC SCHOOLS INC		Land Value	0
309 W MCDOWELL RD		Improvement Value	0
JACKSON MS 39204		Total	0
Location		Appraised Values	
309 W MCDOWELL RD		Land Value	0
Legal Description		Improvement Value	0
BEG 169.75 FT N & 164.83 FT E NLY 882 FT		Total	0
ELY 262 FT S 909 FT WLY 167 FT TO		Building Info.	
POB IN NW 1/4 SEC 20 T5N R1E LESS TRI SW COR		Type	
Acreage Info.		Base Area	0
Cultivated Acres	0.00	Adjusted Area	0
Uncultivated Acres	0.00	Year Built	0000
		Deed Info.	
		Book & Page	7205-7899
		Date	07/07/2017

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Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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ORDER DENYING REIMAGINE PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in the Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division with such application containing; at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

WHEREAS, Reimagine Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage; and

WHEREAS, in accordance with the Applicant's request, the second sign will be ground-mounted, with an overall height of 6 feet.

IT IS, THEREFORE, ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that special conditions and circumstances do not exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would not deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; and denying the variance requested will not deny the applicant any special privilege that is granted by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

IT IS FURTHER ORDERED that Reimagine Prep is hereby denied a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has not met the necessary criteria for the requested variance.

Public Hearing
Agenda Item # 3
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/16/21
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	To erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
3. Who will be affected	N/A																																													
4. Benefits	N/A																																													
5. Schedule (beginning date)	N/A																																													
6. Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	309 W. McDowell Road (Ward 5)																																													
7. Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. COST	N/A																																													
9. Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																						


Revised 2-04

Staff Recommendation: Approve

THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM:  Jordan Hillman, Director
Department of Planning & Development

DATE: November 16, 2021

RE: Sign Variance

Reimagine Prep, located at 309 W. McDowell Road, is requesting a variance to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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 DENYING REIMAGINE PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*



DATE:

12/1/21

RECEIVED

NOV - 8 2001

SIGNS/LICENSE DIVISION

Paid \$450.00 ck 1083
11-8-01 H

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 309 W. McDowell Rd.
Jackson, MS 39204

II. Purpose for requested Sign Variance: (Brief Description)
Shared land parcel - two entities (Reimagine Prep and St. Therese Catholic Church)

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
If yes, please give details and dates of violations:
N/A

IV. Are there any Restrictive Covenants? _____ If yes, please attach copies

V. What is the Zoning classification of property? _____
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: RePublic Schools, Inc.

Mailing Address: 309 W. McDowell Rd.

City: Jackson State: MS Zip: 39204

Contact Phone: 228-342-2572 Fax: _____

Email: tvernaci@republiccharterschools.org

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VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci
Mailing Address: 820 Fairview St.
City: Jackson State: MS Zip: 39202
Contact Phone: 228-342-2572 Fax: _____
Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: RePublic Schools, Inc.
Mailing Address: 309 W. McDowell Rd.
City: Jackson State: MS Zip: 39204
Email: tvernaci@republiccharterschools.org

IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing

1 Variance(s) \$450.00

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DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

[Signature] Anthony J. Vernaci III

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at 309 W. McDowell Rd Jackson, Mississippi

On this the 25 day of October, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

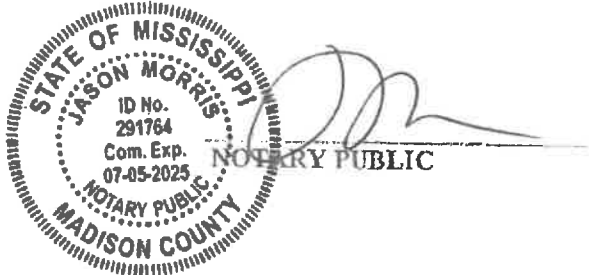
Personally came and appeared before me, the within named:

Anthony Vernaci III

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th Day of October 25, 2021.

MY COMMISSION EXPIRES: 7/5/21



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Statement of Intent
Application for Sign Variance
ReImagine Prep
309 W. McDowell Rd. Jackson, MS 39204

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 309 W. McDowell Rd. Jackson, MS 39204 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northeast corner of the land parcel, adjacent to McDowell Rd. to indicate the location of ReImagine Prep public charter school. Currently, land parcel has two buildings located at the address referenced above that are separate legal entities, ReImagine Prep public charter school and St. Therese Catholic Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

ReImagine Prep
A RePublic School
309 W. McDowell Rd.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Anthony Vernaci', written over a white background.

Anthony Vernaci
Senior Director of Operations
RePublic Schools, Inc.

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SIGNS/LICENSE DIVISION



The information on the previous page is true and complete to the best of my knowledge.

[Signature]

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

309 W. McDowell Rd Jackson, Mississippi

On this the 19th day of November, 20 21.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally, came and appeared before me, the within named:

[Signature] Anthony J. Verraci III

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th

Day of November, 20 21.

MY COMMISSION EXPIRES:

6.14.2025



[Signature]
NOTARY PUBLIC


THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

November 16, 2021

RePublic Schools, Inc.
Trey Vernaci
309 W. McDowell Road
Jackson, MS 39204

Re: Reimagine Prep Sign Variance Application

Dear Mr. Vernaci:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Reimagine Prep located at 309 W. McDowell Road.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Reimagine Prep is requesting to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

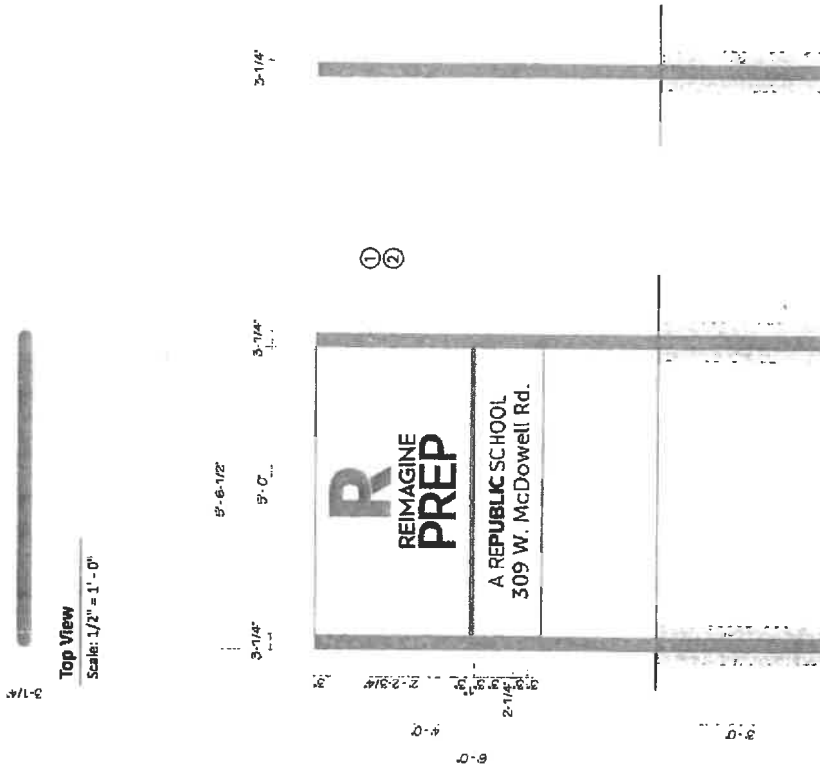
Sincerely,



Terry Coleman, Manager
Signs & License Division

RECEIVED

SIGNS/LICENS DIVISION



Date: 6/16/21
 Revised:
 Drawn by: CTP
 Scale: As Noted in Drawing
 File Name: ReImagine Prep Post and Panel.dwg
 File Folder: R:\Republic Schools\ ReImagine Prep
 Project Manager: LF

Post and Panel Sign
 Exterior - Layouts



1301 Antioch Pike
 Nashville, TN 37211
 p. 615-885-2900
 f. 615-885-2989

This design is being submitted for use as a product of Signcraft, Inc. It is not to be reproduced, copied or used in any way without the written permission of Signcraft, Inc. Unauthorised use is subject to design change and will include any additional fees.

Sign Details - Monument

Details:
 Charleston Fabricated Aluminum Post and Panel Sign; Charleston 32B Series

- ① Posts Painted Painted Gray (T8D).
 Mounted in direct burial concrete footers (Mounting Location TBD)
- ② Sign Panel Painted MP White. Applied Vinyl for Logo, Penline and Text:
 Red and Gray (T8D)
 Font: Museo Sans 700.

Double Sided Unless noted otherwise.

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SIGN LICENSE DIVISION



APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET-JACKSON, MS 39201
601-960-1154

CITY OF JACKSON
ZONING DIVISION

Date 11-12-21

Zone SUD

Approved By JM

Note _____

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Southeastern Sign Co.</u>		Business Name <u>Be Imagine Prep</u>	
Address <u>120 Lone Wolf Drive</u>		Business Address <u>309 W. McDowell Rd.</u>	
City <u>Madison</u> State <u>MS</u> Zip <u>39110</u>		Owner's Name <u>Lance Farmer / Sign Craft</u>	
Phone <u>601.391.0023</u>		Phone <u>615.885.2900 x 122</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # _____			
GROUND-MOUNTED: <input checked="" type="checkbox"/>	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>Left</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>4ft</u>	Length _____	UL# _____	
Length <u>5' W</u>	Square Footage _____	Sign Material Type: _____	
Square Footage <u>20ft</u>	Wall Area _____		
Wind Pressure _____			
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: _____	
<u>Be Imagine Prep</u>		Date Inspected: _____	
<u>A Republic School</u>		APPROVED <input type="checkbox"/>	
<u>309 W. McDowell Rd.</u>		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/>			

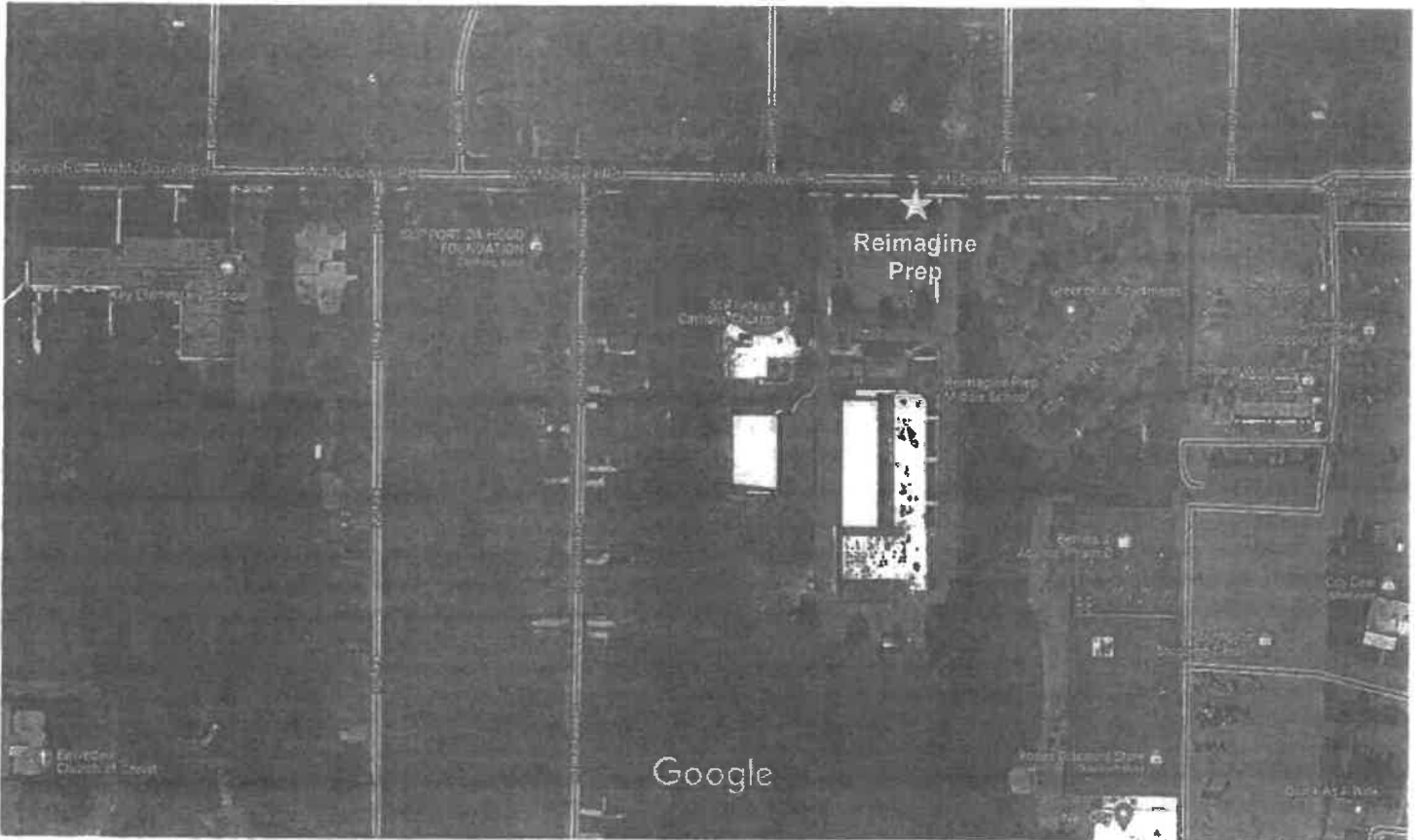
I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Paula Nutt
Applicant's Signature

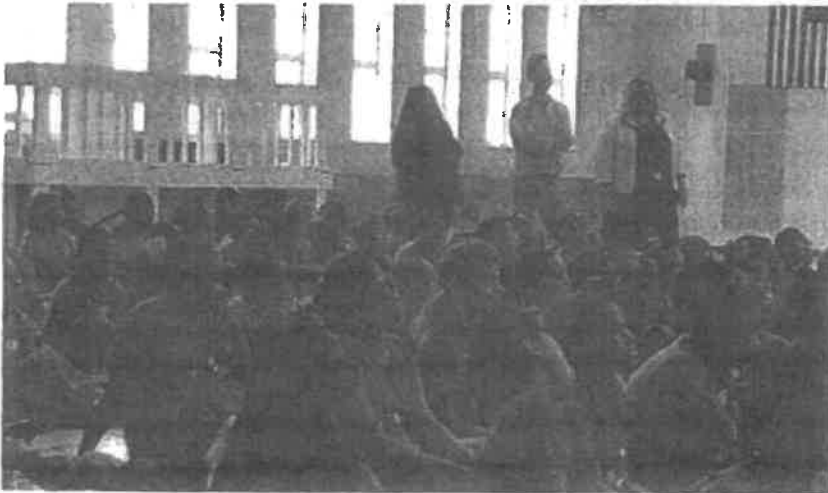
09/23/21
Date

Sign and License Division Manager

Go gle Maps Reimagine Prep Middle School



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



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SIGNS/LICENSE DIVISION

Reimagine Prep Middle School

4.7 ★★★★★ 12 reviews

Middle school

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Hinds County

MISSISSIPPI
FOUNDED 1821 • POPULATION 248,643

SIGNS/LICENSE DIVISION

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Landroll Detail

Parcel Number		Map Reference Number	
614-1-7		758.00 1 188.01	
Subdivision No.		Homestead Exemption Account Numbers	
Assessed Owner		Assessed Values	
REPUBLIC SCHOOLS INC		Land Value 0	
309 W MCDOWELL RD		Improvement Value 0	
JACKSON MS 39204		Total 0	
Location		Appraised Values	
309 W MCDOWELL RD		Land Value 0	
Legal Description		Improvement Value 0	
BEG 169.75 FT N & 164.83 FT E NLY 882 FT		Total 0	
ELY 262 FT S 909 FT WLY 167 FT TO		Building Info.	
POB IN NW 1/4 SEC 20 T5N R1E LESS TRI SW COR		Type	
Acreage Info.		Base Area 0	
Cultivated Acres	0.00	Adjusted Area 0	
Uncultivated Acres	0.00	Year Built 0000	
		Deed Info.	
		Book & Page 7205-7899	
		Date 07/07/2017	

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Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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OFFICE OF THE ATTORNEY GENERAL

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1214 – 2105 HICKORY DRIVE – \$8,350.00 – WARD 3

WHEREAS, on April 24, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on May 9, 2017 for Case 2017-1214 located in Ward 3 of the City of Jackson; and

WHEREAS, on October 19, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects in the City of Jackson, Mississippi; and

WHEREAS, on November 3, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the October 19, 2021 request; and

WHEREAS, XQUISITE LAWCARE, LLC through its representative, Steven Jones, submitted the lowest and best quote of \$8,350.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2105 HICKORY DRIVE; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive Jackson, Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2105 HICKORY DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,350.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda Item #5
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 3																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$8,350.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE,, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2017-1214.


Thank you for your consideration.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY


This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVAL TRASH AND DEBRIS, AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENANCE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1214- 2105 HICKORY DRIVE - \$8,350.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Chandra Gayten, Deputy City Attorney 

11/29/21

DATE

OFFICE OF THE CITY ATTORNEY


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 #2018-1393 – 220 PRINCETON STREET – \$6,882.00 – WARD 5

WHEREAS, on December 18, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 25, 2018 for Case 2018-1393 located in Ward 5 of the City of Jackson; and

WHEREAS, on October 19, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on November 3, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the October 19, 2021 request; and

WHEREAS, LOVE TRUCKING CO INC., through its representative, Dennis Love, submitted the lowest and best quote of \$6,882.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 220 PRINCETON STREET; and

WHEREAS, LOVE TRUCKING CO INC., has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING CO INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 220 PRINCETON STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,882.00 shall be paid to LOVE TRUCKING CO INC., for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda Item #6
Agenda Date December 21, 2021
(Hillman, Lumumba)

Department of Planning and Development



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

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2018-1393.

Thank you for your consideration.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021
DATE


POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$6,882.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____


Office of the City Attorney

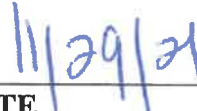
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 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 MENANCE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1393- 220 PRINCETON STREET - \$6,882.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Chandra Gayten, Deputy City Attorney 



DATE

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI

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 #2019-1270 – 3830 SKYLINE DRIVE – \$5,648.00 – WARD 3

WHEREAS, on August 20, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 30, 2019 for Case 2019-1270 located in Ward 3 of the City of Jackson; and

WHEREAS, on October 19, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on November 3, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the October 19, 2021 request; and

WHEREAS, LOVE TRUCKING CO., INC through its representative, Dennis Love, submitted the lowest and best quote of \$5,648.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3830 SKYLINE DRIVE; and

WHEREAS, LOVE TRUCKING CO., INC has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3830 SKYLINE DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,648.00 shall be paid to LOVE TRUCKING CO., INC for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda Item #7
Agenda Date December 21, 2021
(Hillman, Lumumba)

Department of Planning and Development



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

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1270.

Thank you for your consideration.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 3
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$5,648.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 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 MENANCE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1270- 3830 SKYLINE DRIVE - \$5,648.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Chandra Gayten, Deputy City Attorney 



DATE

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 #2019-1429 – 1668 SMALLWOOD STREET – \$6,481.00 – WARD 6

WHEREAS, on October 29, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 8, 2019 for Case 2019-1429 located in Ward 6 of the City of Jackson; and

WHEREAS, on October 19, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on November 3, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the October 19, 2021 request; and

WHEREAS, LOVE TRUCKING CO., INC through its representative, Dennis Love, submitted the lowest and best quote of \$6,481.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1668 SMALLWOOD STREET; and

WHEREAS, LOVE TRUCKING CO., INC has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1668 SMALLWOOD STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,481.00 shall be paid to LOVE TRUCKING CO., INC for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda Item #8
Agenda Date December 21, 2021
(Hillman, Lumumba)

Department of Planning and Development



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

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1429.

Thank you for your consideration.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 6
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$6,481.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 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 MENANCE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1429- 1668 SMALLWOOD STREET - \$6,481.00 is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney

Chandra Gayten, Deputy City Attorney 

11/29/21
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND K L TRUCKING LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1472 – 3710 ROBINSON ROAD – \$9,000.00 – WARD 5

WHEREAS, on November 26, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 5, 2019 for Case 2019-1472 located in Ward 5 of the City of Jackson; and

WHEREAS, on October 19, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on November 3, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the October 19, 2021 request; and

WHEREAS, K L TRUCKING LLC through its representative, Kimara Salter, submitted the lowest and best quote of \$9,000.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3710 ROBINSON ROAD; and

WHEREAS, K L TRUCKING LLC has a principal office address of 714 Warren Hill Place, Brandon Mississippi 39042.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with K L TRUCKING LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3710 ROBINSON ROAD deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$9,000.00 shall be paid to K L TRUCKING LLC for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda Item #9
Agenda Date December 21, 2021



MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **K L T TRUCKING LLC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1472.

Thank you for your consideration.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$9000.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

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 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND K L TRUCKING LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENANCE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1472-3710 ROBINSON ROAD - \$9,000.00 is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature]

Catoria Martin, City Attorney
Chandra Gayten, Deputy City Attorney *[Handwritten signature]*

11/29/21

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1021 – 257 SOUTH DENVER STREET – \$8,350.00 – WARD 5

WHEREAS, on March 3, 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 11, 2020 for Case 2020-1021 located in Ward 5 of the City of Jackson; and

WHEREAS, on October 19, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on November 3, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the October 19, 2021 request; and

WHEREAS, XQUISITE LAWCARE, LLC through its representative, Steven Jones, submitted the lowest and best quote of \$8,350.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 257 SOUTH DENVER STREET; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 257 SOUTH DENVER STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,350.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda Item #10
Agenda Date December 21, 2021
(Hillman, Lumumba)

Department of Planning and Development



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

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, LLC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1021.

Thank you for your consideration.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021
DATE


POINTS	COMMENTS																																													
1.	Brief Description/Purpose																																													
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Office of the City Attorney

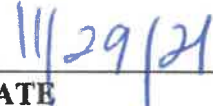
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY


This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1021- 257 SOUTH DENVER STREET - \$8,350.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Chandra Gayten, Deputy City Attorney 



DATE

OFFICE OF THE CITY ATTORNEY


OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON PARCEL 73-26 LOCATED AT 147-49 WEST COHEA STREET - \$3,799.00. (WARD 7)

WHEREAS, the City of Jackson requested and received 147-49 West Cohea Street from the State of Mississippi to further municipal purposes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; 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, Unity Cleanup & Removal LLC appeared next on the rotation list and has agreed to cut the grass and weeds, remove trash and debris, and otherwise remedy conditions for Case 2020-1258 located at 147-49 W Cohea Street for \$3,799.00; and

WHEREAS, Unity Cleanup & Removal LLC has a principal office address of 536 Eastview Street, Jackson Mississippi 39209; and

WHEREAS, it is in the best interest of the City, and the citizens of Jackson that the Property be maintained.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Unity Cleanup & Removal LLC to cut grass and weeds, remove trash and debris, and otherwise remedy conditions for Case 2020-1258 located at 147-49 West Cohea Street, Parcel 73-26, for an amount not to exceed \$3,799.00.

Consent Agenda
Agenda Item #11
Agenda Date December 21, 2021
(Hillman, Lumumba)

Department of Planning and Development



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

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEANUP & REMOVAL LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1258.

Thank you for your consideration.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021
DATE

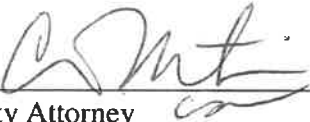

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$3,799.00			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	

Office of the City Attorney

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

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC TO DEMOLISH STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON PARCEL 73-26-0 LOCATED AT 147-49 WEST COHEA - \$3,799.00 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney 
Chandra C. Gayten, Deputy City Attorney 

DATE: 11/29/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC TO DEMOLISH STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON PARCEL 73-22-0 LOCATED AT 137 WEST COHEA STREET - \$2,299.00. (WARD 7)

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI

WHEREAS, the City of Jackson requested property located at 137 West Cohea Street, Jackson, Mississippi from the State of Mississippi to further municipal purposes; and

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

WHEREAS, on October 19, 2021, the Department of Planning and Development, Community Improvements Division, issued a quote packet for various projects; and

WHEREAS, on November 3, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the October 19, 2021 request; and

WHEREAS, Unity Cleanup & Removal LLC submitted the lowest and best quote of \$2,299.00 to cut grass and weeds, remove trash and debris, and otherwise remedy conditions for Case 2020-1259 located at 137 West Cohea Street; and

WHEREAS, Unity Cleanup & Removal LLC has a principal office address of 536 Eastview Street, Jackson, Mississippi 39209; and

WHEREAS, it is in the best interest of the City, and the citizens of Jackson that the property be maintained.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Unity Cleanup & Removal LLC to cut grass and weeds, remove trash and debris, and otherwise remedy conditions for Case 2020-1259 located at 137 West Cohea Street, Parcel 73-22-0 for an amount not to exceed \$2,299.00.

Consent Agenda
Agenda Item #12
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2021

DATE

POINTS	COMMENTS																																													
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Department of Planning and Development



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

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: November 10, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEANUP & REMOVAL LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1259.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC TO DEMOLISH STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS, AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON PARCEL 73-22-0 LOCATED AT 137 WEST COHEA STREET - \$2,299.00. (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Chandra C. Gayten, Deputy City Attorney

DATE: 11/29/21

ORDINANCE OF THE CIT COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING A PORTION OF REVEREND DR. MARTIN L.
KING, JR. DRIVE FROM MAPLE STREET TO WATSON STREET IN
HONOR OF
MR. ROBERT “ROB JAY” JEUITT

WHEREAS, Mr. Robert “Rob Jay” Jeutt, a pillar of the community, a family man, a well-known television and radio personality, and a highly respected civic leader in Jackson, Mississippi; and

WHEREAS, Mr. Robert “Rob Jay” Jeutt will be receiving a momentous honor by being inducted into the Southwestern Athletic Conference (SWAC) Hall of Fame on Friday, December 17, 2021, in Atlanta, Georgia; and

WHEREAS, Mr. Robert “Rob Jay” Jeutt is an inspiration to young and old alike in the manner of his delivery of entertainment, news, and sports to a community of fans that rely on his valued opinion about many important issues of the day; and

WHEREAS, Mr. Robert “Rob Jay” Jeutt is a graduate of Lanier High School, the historic institution located on Maple Street and Rev. Dr. Martin Luther King, Jr. Drive. Rob Jay is also a graduate of Jackson State University. He is known as the “Voice of Jackson State University” in his current position as a member of the family of employees of Jackson State University.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames a portion of Rev. Dr. Martin Luther King, Jr. Drive from Maple Street to Watson Street in honor of Mr. Robert “Rob Jay” Jeutt.

SO ORDAINED, this the _____ day of December, 2021.

Agenda Item No. 13
Date: December 21, 2021
BY: STOKES

ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL

WHEREAS, Section 2-76 of the Jackson Code of Ordinances establishes the procedures for the review and approval of the minutes of the City Council; and

WHEREAS, by Ordinance adopted on September 10, 1991, the City Council authorized the Mayor to review the municipal minutes presented by the City Clerk and sign the minutes as his act of approval of such minutes. If the mayor is absent from a meeting, the minutes shall be approved by signature of a majority of all councilmembers; and

WHEREAS, Mississippi Code Annotated, § 21-15-33, provides, in part:

The minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first. Upon such approval, said minutes shall have the legal effect of being valid from and after the date of the meeting. The governing body may by ordinance designate that the minutes be approved by the mayor.

WHEREAS, it is recommended that Section 2-76 of the Jackson Code of Ordinances be amended to comply with Mississippi Code Annotated, § 21-15-33.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 2-76 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

Pursuant to Mississippi Code Annotated, § 21-15-33, the minutes must be adopted and approved by a majority of the City Council at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first. Upon approval by a majority of the City Council, the Council President is authorized to execute the municipal minutes as presented by the Clerk of Council. In the absence of the Council President, the Council Vice-President is authorized to execute the municipal minutes presented by the Clerk of Council.

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

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

Adoption of Ordinance
Agenda Item #14
Agenda Date December 21, 2021
(JACKSON CITY COUNCIL)

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 REVISING THE FISCAL YEAR 2021-2022 PURCHASING BUDGET OF THE DEPARTMENT OF ADMINISTRATION TO HIRE TEMP STAFF** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Keyona Stewart, Deputy City Attorney 

12/14/21
DATE

OFFICE OF THE CITY ATTORNEY
12/14/21

OFFICE OF THE CITY ATTORNEY
12/21/21

ORDER REVISING THE FISCAL YEAR 2021-2022 PURCHASING BUDGET OF THE DEPARTMENT OF ADMINISTRATION TO HIRE TEMP STAFF

WHEREAS, pursuant to Miss. Code Ann. §21-35-25, “if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or account where needed, by order entered upon their minutes”; and

WHEREAS, the Department of Administration has certain unanticipated needs and allocation in the amount of \$6,500 to hire temp staff; and

WHEREAS, the Fiscal Year 2021-2022 Purchasing budget needs to be revised for category changes to provide funding for said temp staff; and

WHEREAS, that there are monies available in the salaries category which have not been utilized which may be used for the funding of temp staff if the 2021-2022 budget is revised; and

WHEREAS, the Department of Administration is seeking City Council approval to move funds from the “salaries” category to the “other professional services category”; and

WHEREAS, the Department of Administration desires the Fiscal Year 2021-2022 Purchasing Budget be revised by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-414.10-6419	6,500	
001-414.10-6111		6,500

IT IS THEREFORE, ORDERED, that the Fiscal Year 2021-2022 budget of the Department of Administration be revised to authorize a budget transfer of \$6,500.00 from fund 001.414.10.6111 to 001.414.10.6419 to be allocated by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-414.10-6419	6,500	
001-414.10-6111		6,500

Agenda Item #17
Agenda Date December 21, 2021
(Horton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 3, 2021
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	Order Revising the Fiscal Year 2021-2022 Purchasing Budget of the Department of Administration to Hire Temp Staff				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A				
3.	Who will be affected	N/A				
4.	Benefits	N/A				
5.	Schedule (beginning date)	Upon Approval by City Council				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE				
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Administration				
8.	COST	N/A				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A				
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___



MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Laa Wanda Jones Horton
Director of Administration

DATE: December 3, 2021

RE: FY 2021-2022 Budget Revision

The Department of Administration is requesting a revision to the Purchasing budget in order to hire temp staff.

OFFICE OF THE CITY ATTORNEY
12/16/21
J.W.

ORDER RATIFYING THE AUTHORIZATION OF THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CONSULTING BY LEE TO SERVE AS THE DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD) funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, the W.K. Kellogg Foundation approved the EPDH project in the amount of \$1,895,000.00 for a term of April 1, 2019 through March 31, 2022, and the grant includes consultant fees for services rendered; and

WHEREAS, Mya Lee, d/b/a Consulting by Lee, as a consultant under the EPHD project, where she will coordinate conferences and festivals; facilitate between businesses and the City of Jackson administration; coordinate community engagement and networking events; assist management in developing efficient processes to promote the Incubator; identify client needs and suggest appropriate services; plan and organize networking events; update community-based organizations, businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns; and

WHEREAS, on August 1, 2021, Mya Lee started as an independent contractor for the City of Jackson, whereby she serves as a Development Assistance Representative for the W.K. Kellogg Foundation project entitled Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth; and

WHEREAS, the City of Jackson will compensate Mya Lee for her services as an independent contractor in an amount not to exceed \$4,062.51 a month for eight (8) months, totaling an amount not to exceed \$32,500.08 during the grant period of August 1, 2021, through March 31, 2022; and

WHEREAS, Mya Lee, d/b/a Consulting by Lee, will not perform any additional services for the City of Jackson, and she will be compensated solely from the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds upon monthly submission of invoices to the City of Jackson; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required” but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority

Agenda Item #18
Agenda Date December 21, 2021
(Wright, Lumumba)

to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, IT IS THEREFORE ORDERED that the ratified authorization for the Mayor to enter into a contractual agreement with Consulting by Lee for consultant services provided on W.K. Kellogg Foundation-funded project, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth.

IT IS FURTHER ORDERED that Consulting by Lee will be compensated in an amount not to exceed \$32,500.08 over eight (8) months during the grant period of August 1, 2021, through March 31, 2022, upon monthly submission of invoices to the City of Jackson for payment.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: December 13, 2021

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER RATIFYING THE AUTHORIZATION OF THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CONSULTING BY LEE TO SERVE AS THE DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits	Data informed decision-making for City leadership																																													
5.	Schedule (beginning date)	Upon Approval																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide																																													
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: ■ City Department ■ Consultant	CAO																																													
8.	COST	\$32,500.08																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other	W.K.Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i>																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> X </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>																																							

MEMORANDUM



TO: Mayor Chokwe Antar Lumumba

FROM: Louis Wright, City Administrative Officer

DATE: December 13, 2021

RE: **ORDER RATIFYING THE AUTHORIZATION OF THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CONSULTING BY LEE TO SERVE AS THE DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)**

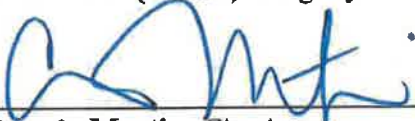
The agenda item accompanying this memorandum requests that the City Council authorize a contractual agreement with Mya Lee d/b/a Consulting by Lee to serve as the Development Assistance Representative to coordinate conferences and festivals; facilitate between businesses and the City of Jackson administration; and coordinate community engagement and networking events. In addition, the City of Jackson will compensate Ms. Lee \$32,500.08 from August 1, 2021, through March 31, 2022, for her services as an independent contractor. The W. K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*, will pay all funds.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-2799
Facsimile: (601) 960-1730

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE AUTHORIZATION OF THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CONSULTING BY LEE TO SERVE AS DEVELOPMENT ASSISTANCE REPRESENTATIVE FOR THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* S.M.

12/15/21

DATE

OFFICE OF THE CITY ATTORNEY
12/15/21
S.M.

**Consulting By Lee, Consultant Engagement,
Non-Solicitation and Confidentiality Agreement
With the City of Jackson**

This Engagement, Non-Solicitation and Confidentiality Agreement (the "Agreement"), is made between the City of Jackson ("COJ") and **Consulting By Lee, Post Office Box 1575, Jackson, Mississippi 39215** (the "Consultant").

WHEREAS, COJ and the Consultant herewith agree to enter into an independent contractor relationship whereby the Consultant will provide services as the subcontractor for the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity and Inclusion* that was recently awarded to COJ, in accordance with the terms, conditions and compensation mutually agreed upon by both parties.

Scope of Work. The Consultant will coordinate conferences and festivals; facilitate meetings between businesses and the City of Jackson administration; coordinate community engagement and networking events; assist management in developing efficient processes to promote the Incubator; identify client needs and suggest appropriate services; plan and organize networking events; update community-based organizations, businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns. W.K. Kellogg has designated Mya Lee d/b/a Consulting by Lee as the Development Assistant Representative and project lead to fulfill this scope of work.

Term/Termination. This Agreement commenced on August 1, 2021 and shall continue uninterrupted until March 31, 2022. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment.

Compensation. For the duties and obligations to be performed by Consultant pursuant to this Agreement, COJ agrees to compensate the Consultant at the rate set forth by the W.K. Kellogg for the position the Consultant has agreed to for the grant period of April 1, 2019, and March 31, 2022. The COJ agrees to compensate Consultant in an amount not to exceed Four Thousand and Sixty-two Dollars and Fifty-one Cents (\$4,062.51) a month for eight (8) months totaling an amount not to exceed Thirty-two Thousand Five Hundred and Eight Cents (\$32,500.08). Consultant shall not perform any additional services for the COJ that is not authorized by W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity*. Consultant will not receive any funds from the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity* for services outside the Scope of Work.

Independent Contractor. The parties agree that the legal relationship of Consultant and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or Employer-Contractor

relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which are the sole responsibility of the Consultant.

Confidentiality and Treatment of Information. Consultant agrees that it will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such Information confidential and at all times to maintain such Information in a safe and secure manner. Contractor agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

Governing Law. This Agreement shall be controlled, construed and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.

Language. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The parties agree that each party has reviewed this Agreement and has had the opportunity to have legal counsel review it.

This Engagement, Non-Solicitation, and Confidentiality Agreement will be fully executed the signatures of the parties identified herewith on this _____ day of _____, 20__.

Consulting By Lee

Mayor Chokwe Antar Lumumba

INVOICE

DATE

09/01/2021

INVOICE NO

001

Consulting by Lee

P.O. Box 1575

Jackson, MS 39215

601.691.1351

consultingbylee@gmail.com

INVOICE TO

City of Jackson

200 S. President St.

Jackson, MS 39211

601.960.1611

thoover@jacksonms.gov

VENDOR #

401475

DUE DATE

October 31, 2021

INVOICE DESCRIPTION**AMOUNT**

Kellogg EPHD Grant (organizing conferences and other networking events for workforce development) - August 2021
Payment

\$4,062.51

\$4,062.51

INVOICE

DATE

10/01/2021

INVOICE NO

002

Consulting by Lee

P.O. Box 1575

Jackson, MS 39215

601.691.1351

consultingbylee@gmail.com

INVOICE TO

City of Jackson

200 S. President St.

Jackson, MS 39211

601.960.1611

thoover@jacksonms.gov

VENDOR #

401475

DUE DATE

November 30, 2021

INVOICE DESCRIPTION**AMOUNT**

Kellogg EPHD Grant (organizing conferences for workforce development and researching workforce development models)-
September 2021 Payment

\$4,062.51

\$4,062.51

INVOICE

DATE

11/01/2021

INVOICE NO

003

Consulting by Lee

P.O. Box 1575

Jackson, MS 39215

601.691.1351

consultingbylee@gmail.com

INVOICE TO

City of Jackson

200 S. President St.

Jackson, MS 39211

601.960.1611

thoover@jacksonms.gov

VENDOR #

401475

DUE DATE

December 31, 2021

INVOICE DESCRIPTION**AMOUNT**

Kellogg EPHD Grant (organizing networking events for workforce development and researching workforce development models) - October 2021 Payment

\$4,062.51

\$4,062.51

INVOICE

DATE

12/01/2021

INVOICE NO

004

Consulting by Lee

P.O. Box 1575

Jackson, MS 39215

601.691.1351

consultingbylee@gmail.com

INVOICE TO

City of Jackson

200 S. President St.

Jackson, MS 39211

601.960.1611

thoover@jacksonms.gov

VENDOR #

401475

DUE DATE

January 31, 2021

INVOICE DESCRIPTION**AMOUNT**

Kellogg EPHD Grant (organizing networking events for workforce development and researching workforce development models) - November 2021 Payment

\$4,062.51

\$4,062.51

ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2022.

WHEREAS, on December 7, 2021, the City received three (3) sealed bids from the Northside Sun, the Jackson Advocate and the Mississippi Link for the publication of legal notices of the City required by law to be published in the 2022 calendar year; and

WHEREAS, The Mississippi Link submitted the lowest bid, it being in the amount of \$0.04 per word for the first publication; \$0.02 per word for the second publication; and \$0.00 per word for the third publication, with a \$0.00 charge for the proof of publication; and

WHEREAS, the Council finds that The Mississippi Link satisfies the statutory requirements set forth in Section 13-3-31, Miss. Code of 1972, as amended, for newspaper printing of legal publications.

IT IS, THEREFORE, ORDERED that the bid of The Mississippi Link in the amount of \$0.04 per word for the first publication; \$0.02 per word for the second publication; and \$0.00 per word for the third publication, with a \$0.00 charge for the proof of publication be accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Municipal Clerk be authorized to publish legal notices as required by law to be published during the period January 1, 2022 through December 31, 2022, in said newspaper on an item-by-item basis as best suits the needs and convenience of the City, and in accordance with the applicable law thereto.

Item No. 19

Date: 12/21/2021

By: A. Harris, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 7, 2021
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the annual contract for publication of legal notices for the City of Jackson.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows the City of Jackson to advertise various legal notices in said newspaper on an item-by-item basis as best suits the needs and conveniences of the City.																																													
3. Who will be affected	Citywide																																													
4. Benefits	The City's legal notices will be published in a newspaper which meets the criteria set forth in MS Annotated Code Section 13-3-31																																													
5. Schedule (beginning date)	Upon Approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide																																													
<input type="checkbox"/> <input type="checkbox"/> 7. Action implemented by: ▪ City Department ▪ Consultant	Department of Municipal Clerk																																													
8. COST	1 st Publication- \$0.04 2 nd Publication- \$0.02 3 rd Publication- \$0.00 Proof of Publication- \$0.00																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9. Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	General Fund- 001428006444																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						


Revised 2-04

M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1033



TO: Honorable Mayor Chokwe Antar Lumumba

FROM: Angela Harris, Municipal Clerk 

DATE: December 7, 2021

RE: Publication of Legal Notices for 2022

The Department of Municipal Clerk has reviewed three (3) bids from the Northside Sun, the Jackson Advocate and the Mississippi Link for the publication of legal notices of the City as required by State law to be published in the 2022 calendar year.

The Mississippi Link submitted the lowest bid, it being in the amount of \$0.04 per word for the first publication; \$0.02 per word for the second publication; and \$0.00 per word for the third publication, with a \$0.00 charge for proof of publication.

The Department of Municipal Clerk finds that the Mississippi Link satisfies the statutory requirements set forth in Section 13-3-31, Miss. Code of 1972, as amended, for newspaper printing of legal publications. I am requesting that the bid of the Mississippi Link be accepted as the lowest and best bid. The period of the contract is January 1, 2022 through December 31, 2022.

Please call Angela Harris at (601) 960-1137 should 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

This **ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDER YEAR 2022** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Chandra Gayten, *Deputy City Attorney* 

12/15/21
DATE

OFFICE OF THE CITY ATTORNEY



**City of Jackson, Mississippi
BID FOR LEGAL PUBLICATIONS**

We bid the following rates for publication of the City's ordinances, resolutions, notices and other publications required by law to be published during the period of January 1, 2022 through December 31, 2022.

Note: Please quote a per word rate to the nearest one millionth of a dollar. (e.g. \$0.999999)

First Publication (per word) _____ \$.04
Second Publication (per word) _____ \$.02
Third Publication (per word) _____ \$ 0
Proof of Publication (per word) _____ \$ 0

Name of Bidder:

The Mississippi Link

Signature of Authorized Officer:

Jackie Hampton

Address of principal business office:

2659 Livingston Rd.

Jackson, MS 39213

Telephone: 601-368-8481

Date: 12-07-21



**City of Jackson, Mississippi
BID FOR LEGAL PUBLICATIONS**

We bid the following rates for publication of the City's ordinances, resolutions, notices and other publications required by law to be published during the period of January 1, 2022 through December 31, 2022.

Note: Please quote a per word rate to the nearest one millionth of a dollar. (e.g. \$0.999999)

First Publication (per word)	<u>0.050000</u>	\$ <u>5.00</u>	<i>D.S.J.</i>
Second Publication (per word)	<u>0.050000</u>	\$ <u>5.00</u>	<i>D.S.J.</i>
Third Publication (per word)	<u>0.000000</u>	\$ <u>0</u>	
Proof of Publication (per word)	<u>0.000000</u>	\$ <u>0</u>	

Name of Bidder:

Jackson Advocate

Signature of Authorized Officer:

Belmont D. Johnson

Address of principal business office:

414 S. State Street, Suite 101

Jackson, MS 39201

Telephone: 601-948-4122

Date: 12/7/21



City of Jackson, Mississippi
BID FOR LEGAL PUBLICATIONS

We bid the following rates for publication of the City's ordinances, resolutions, notices and other publications required by law to be published during the period of January 1, 2022 through December 31, 2022.

Note: Please quote a per word rate to the nearest one millionth of a dollar. (e.g. \$0.999999)

First Publication (per word) ^{100 word}	<u>.12</u>	\$ <u>12.00</u>
Second Publication (per word) ^{100 word}	<u>.10</u>	\$ <u>10.00</u>
Third Publication (per word) ^{100 word}	<u>.10</u>	\$ <u>10.00</u>
Proof of Publication (per word)	<u>\$3.00</u>	\$ <u>3.00</u>

Name of Bidder: Northside Sun

Signature of Authorized Officer: Karen W. Poe (Dan)

Address of principal business office: 246 Briarwood Dr Ste 101
Jackson, MS 39206

Telephone: 662.283.1131 Date: 11-23-21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT AND RELATED DOCUMENTS WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the Department of Municipal Clerk desires to enter into a 48-month rental agreement for a copier and scanner; and

WHEREAS, Advantage Business Systems has agreed to provide a Konica Minolta Bizhub C650i Digital Color Copier System and Kodak S2060 Scanner with auxiliary equipment through State of Mississippi Contract #8200056217; and

WHEREAS, Advantage Business Systems Company is located at 5442 Executive Place, Jackson, MS 39206; and

WHEREAS, it is the recommendation of the Department of Municipal Clerk that this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the forty-eight month rental agreement and related documents with Advantage Business Systems to rent the Konica Minolta Bizhub C650i Digital Color Copier System and Kodak S2060 Scanner with certain auxiliary equipment required to meet those special needs of the Department of Municipal Clerk as related to the functions of said division, at a cost of \$481.00 per month for the copier and scanner, plus a copy charge of \$.0085 for all (black and white) and \$.05 (color) per copy to include: labor, parts, toner, finisher with hole punch.

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

-

20

Item No.
Date: 12/21/2021
By: A. Harris, Lumumba



M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

To: Honorable Mayor Chokwe Antar Lumumba
From: Angela Harris, Municipal Clerk *AH*
Date: November 30, 2021
Re: Advantage Business Systems 2022 Copier Contract Renewal

Please find the attached agenda item to approve a 48-month copier and scanner rental agreement with Advantage Business Systems, located at 5442 Executive Place, Jackson, Mississippi. The Department of Municipal Clerk has reviewed the copiers available through the State of Mississippi's Contract and decided that the Konica Minolta's Bizhub c650i Digital Color Copier System with certain auxiliary equipment and the Kodak S2060 Scanner is best suited for continual and new usage within our department.

The Advantage Business Systems is the current supplier of the Konica Minolta Bizhub c650i that is equipped to provide the various types of document services needed.

The Advantage Business Systems will provide a 48-month rental/lease agreement of the Konica Minolta Bizhub c650i and Kodak s2060 through State Contract #8200056217 at a monthly cost of \$481.00 which includes all parts, labor, toner, supplies and repair maintenance plus a per copy price of \$.0085 for all black and white impressions and \$.05 for all color impressions.

Please feel free to Angela Harris at (601) 960-1137 should you have any additional questions.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 30, 2021
DATE


POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the 48-month rental of the digital color copier and scanner for the Department of Municipal Clerk and Records Management																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows for the Department of Municipal Clerk to produce the various types of documents required for this office to perform its intended functions and will allow Records Management to perform faster process of scanning records for storage.																																													
3. Who will be affected	Department of Municipal Clerk																																													
4. Benefits																																														
5. Schedule (beginning date)	Upon approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Hall and Robinson Road																																													
7. <input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Municipal Clerk																																													
8. COST	\$481.00/month + copies (\$.0085 for all b/w and \$.05 for all color copies)																																													
9. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	General Fund- 001-428006514																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A (48) FORTY-EIGHT MONTH RENTAL AGREEMENT AND RELATED DOCUMENTS WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE DEPARTMENT OF MUNICIPAL CLERK is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Chandra Gayten, Deputy City Attorney 

12/14/21

DATE

OFFICE OF THE CITY ATTORNEY

**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 Municipal Clerk (hereinafter referred to as Customer), and Advantage Business Systems (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. PAYMENT: The Vendor agrees to accept all payments in United States currency. 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 shall be made by City of Jackson using its accounting system, Tyler Munis. The City, 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 City 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:

Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson Municipal Clerk
Name Angela Harris
Title Municipal Clerk
Address 219 S President St. 1st Floor
City, State, & Zip Code 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 law,

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.transparencv.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 8th day of November, 2021.

Vendor: Advantage Business Systems

By: _____
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson Municipal Clerk

By: _____
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

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: 8200056217

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Municipal Clerk

Bill to Address: 219 S President St. 1st Floor, Jackson, MS 39201

Ship to Address: SAME

Description of Equipment, Software, or Services

Bizhub C650i
PC417 Drawer
FK514 Fax
FS538 + RU 513 Finisher
PK524 Punch
Kodak S2060 Scanner

Price
\$333.00
\$148.00
\$481.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months

Start Date:

End Date:

Modifications: Maintenance billed monthly for copier @ \$.0085 for all b/w and \$.05 for all color copies

Maintenance included in scanner price.

Vendor Signature

Customer Signature

OFFICE OF THE CLERK
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST INTERMED CORPORATION DBA MEA EMPLOYEE ASSISTANCE PROGRAM

WHEREAS, Section 25-15-101 of the Mississippi code authorizes the governing board of a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance as well as a group contract or contracts covering hospital, medical, and/or surgical services or benefits of such employees and their dependents; and

WHEREAS, the Department of Human Resources has negotiated a contract with First Intermed Corporation which does business as MEA Employee Assistance Program to provide certain mental health, alcohol and drug counseling, and other services having an impact upon the physical and mental health of employees and their dependents; and

WHEREAS, the services to be provided by the MEA Employee Assistance Program constitutes a contract covering medical and benefits authorized to be secured by Section 25-115-101; and

WHEREAS, the terms of the contract afford each employee and covered dependents three (3) face to face sessions with a counselor or therapist;

WHEREAS, the cost for the services will be \$2,000.00 per month for a total of \$24,000.00;

WHEREAS, the term of the agreement will be one (1) year from the date of execution of the agreement and will renew for successive annual periods unless either party gives notice of the intent to terminate;

WHEREAS, either the City or First Intermed Corporation doing business as MEA Employee Assistance Program can terminate the agreement with or without cause at any time by the giving of sixty (60) days advance written notice; and

WHEREAS, First Intermed Corporation doing business as MEA Employee Assistance Program will submit monthly reports to the City of Jackson on the utilization of the services, which will include the number of calls, referrals, admissions to therapy and sessions but not employee identifying information; and

WHEREAS, First Intermed Corporation doing business as MEA Employee Assistance Program is located at 308 Corporate Drive, Ridgeland, Mississippi 39157; and

WHEREAS, the best interest of the City of Jackson would be served by entering into the contract with First Intermed Corporation;

Agenda Item #21
Agenda Date December 21, 2021
(Martin, Lumumba)

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with First Intermed Corporation D/B/A MEA Employee Assistance Program;

IT IS, FURTHER ORDERED that the sum of \$2,000.00 per month may be paid to First Intermed Corporation D/B/A MEA Employee Assistance Program for the services provided;

IT IS FURTHER ORDERED that the agreement with First Intermed Corporation dba MEA Employee Assistance Program may be renewed annually on the same terms and conditions without further order of the Jackson City Council upon recommendation of the Department of Human Resources.

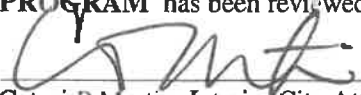
Office of the City Attorney

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

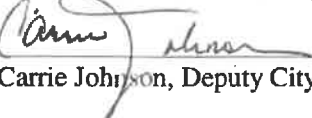
OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FIRST INTERMED CORPORATION DOING BUSINESS AS MEA EMPLOYEE ASSISTANCE PROGRAM** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.


Catori P. Martin, Interim City Attorney

11/2/21
Date


Carrie Johnson, Deputy City Attorney

10/28/2021
Date

MEMORANDUM

To: Mayor Chokwe A. Lumumba

From: Toya Martin, Director of Human Resources

Date: October 28, 2021

Re: Order Authorizing Agreement with First Intermed Corporation

First Intermed Corporation does business as MEA Employee Assistance Program. The Department of Human Resources has negotiated a contract with First Intermed Corporation to provide benefits and therapy services related to the physical and mental health of municipal employees and their dependents.

The item which accompanies this memorandum requests that the governing authorities approve the execution of a contract with First Intermed Corporation at a cost of \$2,000 per month or \$24,000 during each year the contract is effective.

**PARTICIPATION AGREEMENT FOR
MEA EMPLOYEE ASSISTANCE PROGRAM**

This agreement is entered into effective as of _____ between First Intermed Corporation d/b/a MEA Employee Assistance Program ("MEA") and the, City of Jackson, Mississippi (COJ) ("Company") for the purpose of reducing to writing the understanding between Company and MEA for Company's participation in MEA's Employee Assistance Program.

1. MEA agrees to provide to Company those services set forth in Exhibit "A" to this Agreement.
2. Company agrees to accept and carry out the responsibilities set forth in Exhibit "B" to this Agreement.
3. For the services provided under this Agreement, company shall pay MEA according to the schedule of fees set forth in Exhibit "C" to this Agreement.
4. Neither MEA nor Company shall assign its duties and responsibilities under this Agreement without the prior consent of the other party. This Agreement may be modified only by a written consent amendment signed by representatives of Company and MEA.
5. This Agreement shall be for a term of one year from the effective date set forth above and shall renew for successive annual periods unless either party shall give to the other notice of intent to terminate. Either MEA or Company may terminate this contract with or without cause at any time during the term of the contract or any renewal term by giving the non-terminating party written notice of intent to terminate at least 60 days prior to the effective date of termination.

By signatures of their authorized representatives, who represent that they have been duly empowered to enter into this agreement, MEA and Company have made this contract effective as of the date first set forth above.

*The City of Jackson, Mississippi
(COJ)*

BY: _____

ITS: _____

*First Intermed Corporation
d/b/a Employee Assistance Program*

BY:  _____

ITS: END Director



a service of **St. Dominic's**

EMPLOYEE ASSISTANCE PROGRAM

EAP PROPOSAL

**For: Wilma Jones-Scott, Director of Personnel
Management,
Bridgette Stubbs, Executive Office Coordinator
The City of Jackson
1000 Metro Center Suite 102
Jackson, MS 39205**

**Contact: Laura A. Lewis, LPC, NCC
EAP Coordinator and Therapist
308 Corporate Drive
Ridgeland, Mississippi 39157
www.meacarescounseling.com**

March 14, 2021

MEA Cares

EMPLOYEE ASSISTANCE PROGRAM

I. Services Provided:

- A. The implementation of a comprehensive Employee Assistance Program (EAP) which will address the emotional and personal problems of the employees of the City of Jackson, Mississippi and their covered family members. Confidential assistance is available for issues including, but not limited to, marital or family problems, substance abuse, grief, anxiety disorders, mood disorders, stress, etc.
- B. The provision of a **toll free** confidential Employee Assistance line with **twenty-four-hour** access for City of Jackson, Mississippi employees and their covered family members. After-hours face-to-face meetings with a counselor in the case of an emergency. An emergency is defined as homicidal, suicidal, or actively psychotic.
- C. The development and provision of employee brochures, posters, and EAP user guides for City of Jackson, Mississippi employees.
- D. **Option A** was selected. This means that educational seminars and workshops regarding mental health issues, alcohol and drug abuse, and healthy lifestyle solutions are **not** offered with the plan selected.
- E. The preparation and submission of monthly reports of EAP utilization to a representative of the City of Jackson, Mississippi including number of EAP calls, referrals, number of admissions to outpatient therapy and number of counseling sessions. (These reports will not contain the identity of employees nor covered family members but will simply be statistical summaries).

- F. Referral for treatment (when appropriate and available) will be made in accordance with the preferred provider network of the City of Jackson, Mississippi.
- G. **Unlimited on-site critical incident stress debriefing per contract year available within forty-eight hours following an in-house crisis or a community crisis involving City of Jackson, Mississippi employees.**
- H. Three (3) counseling sessions per employee per contract year. Sessions are to be provided by licensed professionals with a minimum of a Master's degree in social work, counseling, marriage and family, or psychology. The counseling sessions will occur at the office(s) of the respective therapist. The therapists' office will be located within 65 miles of covered employees' workplace.
- I. A representative of MEA to handle the reporting of any employee concerns to insure the quality and confidentiality of the Employee Assistance Program.
- J. Ongoing consultation with City of Jackson, Mississippi representatives concerning the administration of the EAP.

Exhibit "A"

II. The City of Jackson, Mississippi agrees to:

- A. Provide employees and covered family members written notification of the City of Jackson, Mississippi sponsored benefit to be referred to as the Employee Assistance Program (EAP).**
- B. Inform employees and covered dependents of the various services (mentioned in I) included in the EAP. Participation in these services by employees is voluntary and confidential.**
- C. Inform management and supervisors that the contractor will maintain and protect the employee's confidentiality unless a formal release of information is signed by the employee.**
- D. Inform MEA of any complaints or concerns about the EAP or any aspect of MEA's services.**
- E. Designate a company representative to act as liaison to MEA in the administration of the program.**

Exhibit "B"

III. Fee Schedule:

The MEA Cares comprehensive Employee Assistance Program service will be provided at a rate based upon a total of 2,400 City of Jackson, Mississippi full-time employees. The services provided are based on sessions per employee and covered dependents* per contract year as shown below.

Option A: SELECTED

Three (3) sessions per employee and per covered family member at a rate of \$2,000.00 monthly for a total of \$24,000.00 per contract year.

Option B:

Four (4) sessions per employee and per covered family member at a rate of \$2,688.00 monthly for a total of \$32,256.00 per contract year.

Option C:

Five (5) sessions per employee and per covered family member at a rate of \$3,600.00 monthly for a total of \$43,200.00 per contract year.

Prices above include: counseling per employee and covered dependent*, training sessions, and CISD as referenced in "Exhibit A".

* Covered dependent = spouse; unmarried children or step-children living at home or in school full-time that are under the age of 26, and reside in the state of Mississippi.

** Options A does not include educational seminars and workshops regarding mental health issues, alcohol and drug abuse, and healthy lifestyle solutions offered to groups of employees six (6) times per year at a City of Jackson, Mississippi location.

Exhibit "C"

CAPABILITY STATEMENT

EAP Services

The City of Jackson

March 14, 2021

Submitted By:

ME+Cares
a service of St. Dominic's

Employee Assistance Program
308 Corporate Drive
Ridgeland, Mississippi 39157
(601) 898-7520
1-800-844-6503

INTRODUCTION & OVERVIEW OF SERVICES

1) History and brief summary of the MEA Cares Employee Assistance Program

MEA Cares has offered Employee Assistance Program (EAP) services for nearly two decades. Through the program's history, it has evolved and adapted to the ever-changing needs of the community and the represented businesses. MEA Cares provides services to nearly 44 local and statewide businesses of all sizes and functions. These include state agencies, banks, hospitals, schools, law firms, manufacturers, and retail organizations.

MEA Cares prides itself with its ability to "tailor make" its services to suit your company's unique and ever changing needs. We don't believe in a "one size fits all" philosophy. Therefore, we allow you the flexibility to determine the services and pricing options that work best for your company. Some of the services available to your company include employee orientations, supervisory seminars, and employee educational seminars/workshops.

Orientations can be provided to our constituents to inform supervisors and employees about the nature of our services, how to access the services, and when they may be needed. Supervisory seminars can be provided to facilitate supervisor's knowledge of how the EAP may enhance work productivity. Educational seminars are offered which relate to workplace or personal issues. These include, but are not limited to, stress management, balancing work and family life, conflict management, professionalism, violence in the workplace (prevention and identifying symptoms), anger management, and communication enhancement and money matters. Seminars can be custom designed to meet the unique needs of a business.

2) Employee Assistance Program Staff

MEA Cares EAP utilizes therapists from various disciplines in order to meet individual, couple, and family needs. These include Psychologists, Licensed Professional Counselors, Licensed Social Workers, and Licensed Marriage and Family Therapists. All of our therapists have a minimum of a Master's degree, and are licensed in the state of Mississippi (we do not utilize interns).

Currently, MEA Cares EAP has over seventy (70) therapists in its statewide network, offering a wide variety of specializations and areas of interest. We currently utilize eight (8) therapists in the Jackson, MS metro area, and have fourteen (14) therapists to provide counseling services to your employees in the Oxford and Biloxi, MS areas. All of our therapists must have a minimum of four-years, post Master's experience, and most far exceed that level of experience.

For those seeking services in the Jackson, Mississippi metropolitan area, the EAP counseling staff is available at our primary office located at 308 Corporate Drive close to I-55 in Ridgeland, Mississippi. We also have a secondary office located just off Lakeland Drive in Flowood, Mississippi. For employees and family members outside of the Jackson metropolitan area, a network of counselors (within a 65-mile radius of the employee's office) will be utilized with varying locations and office hours.

Services Offered

- Evaluation and assessment followed by brief counseling
- Services provided to covered employees and dependents
- Referral to employee's preferred provider network-as needed
- Timely scheduling of appointments
- Emergency counseling or consultation within 24 hours
- Non-emergency counseling or consultation within 24 – 72 hours
- Crisis intervention via telephone – as needed
- Promotional material for employees
- Work-Life web services
- Utilization reports for company management
- Confidential management of clinical information
- Designated contact person
- Annual orientation for employees
- On site critical incident debriefing
- Educational seminars
- Annual supervisory and intervention training for managers and supervisors

Common Issues for Which MEA Cares Counselors Provide Services

Confidential assistance is available for issues including, but not limited to:

- Stress
- Relationship or family conflict
- Alcoholism and/or drug addiction
- Anxiety/Depression and other mental health issues
- Child or adolescent problems
- Grief
- Workplace conflict

Our comprehensive EAP serves as a mental health triage for most substance abuse and mental health issues. Employees requesting assistance are assessed, and if need be, referred to the appropriate level of care. Proper assessment and placement is crucial to experience a reduction in medical claims and the subsequent costs.

Intervention training for your managers can lay the foundation for your program. This training helps create an environment that supports prevention and intervention efforts. EAP orientation increases the likelihood for managers to recognize “red flags and warning signs.” These are behaviors exhibited by employees, which may be indications of a larger problem. When intervention training is requested, managers are given information to help them conduct appropriate confrontations in response to various employee-warning signs. Early recognition and intervention may help reduce costs associated with chemical dependency or potential psychological treatment after symptoms have escalated.

Utilization reports can help to identify types of issues that are affecting employees and their families. To maintain confidentiality, issues are reported to the identified human resources individual without employee names listed. Educational seminars can be conducted in response to the primary concerns of your employee population.

The goal of the EAP is to provide the most appropriate level of care for the individual. Proper utilization of an EAP can aid in the appropriate use of medical benefits and subsequently contribute to a potential reduction of medical, behavioral, and mental health related claims. Additionally, these services likely will increase employee productivity, reduce employee absenteeism and turnover, and improve staff morale.

II. EMPLOYEE ASSISTANCE PROGRAM COMPONENTS

A. The EAP Staff and Counseling Services

All MEA Cares EAP therapists are licensed and have a minimum of a Master's degree. The EAP utilizes a wide and diverse group of counselors, all of whom are experienced in a broad range of counseling issues. Additionally, we have individuals who have specialized training in the assessment and treatment of substance abuse.

For those seeking services in the Jackson, Mississippi metropolitan area, the EAP counseling staff is available at our primary office located at 308 Corporate Drive close to I-55 in Ridgeland, Mississippi. We also have a secondary office located just off Lakeland Drive in Flowood, Mississippi. Office hours are from 8:00 a.m. until 5:00 p.m., Monday through Friday. Emergencies are handled within 24 hours of the initial call. Non-emergency situations are typically offered an appointment within 24 -72 hours of the initial call.

For employees and family members outside of the Jackson metropolitan area, a network of over 95 counselors (within a maximum sixty-five-mile radius of the employee's office) will be utilized with varying locations and office hours.

B. Evaluation and Assessment followed by Brief Counseling

The EAP is designed to assess personal problems and provide short-term counseling. A trained counselor will assist in finding the most appropriate course of action to resolve or decrease the intensity of the covered employee or family member's presenting issue or concern. A toll-free line is available for those living outside the immediate calling area and a crisis call line is available after normal business hours.

Employees and their immediate family members are entitled to a pre-determined number of counseling sessions during a twelve-month period. Eligible participants include all full time employees and their immediate family members. "Immediate family" is defined as spouse, unmarried natural children or stepchildren under the age of 26 living at home or enrolled full-time in school.

When referring clients for necessary treatment beyond the scope of EAP services; the counselor will utilize qualified therapists, psychologists, psychiatrists, and/or outpatient treatment and inpatient treatment facilities. Special care is taken to match the employee with the appropriate resource as listed in the employee's approved provider directory.

When clients are referred outside the EAP office, contact is made with the referral source to verify that the client has made the contact and appropriate intervention has been initiated.

C. Utilization Reports & Billing Frequency

Utilization reports are provided to the designated company representative on an agreed upon monthly, quarterly, or yearly basis. These reports are designed to maintain the confidentiality of the employee but do include the number of clients seen, type of issues presented, and the type of seminar or training conducted.

Payment for services can be made monthly, quarterly, or yearly and can coincide with utilization reporting.

D. Accessing EAP Services

Eligible participants may voluntarily utilize EAP services. Employees and/or qualified dependents that voluntarily access the EAP will call the local or toll free number and speak to a customer service representative. The employee's company personnel will not be contacted in cases of self-referral, unless an employee requests such contact and gives written consent to do so.

Supervisors may make referrals to the EAP for reasons such as an employee's declining job performance or more specific incidents that may indicate the presence of a personal or family problem. All policies and procedures for supervisory referral must be clearly outlined in the company's personnel policies. In the case of a management referral, the supervisor will be notified if an employee makes and keeps an appointment with an EAP Counselor, provided that the employee has executed a Release of Information Form to authorize disclosure to the supervisor or company representative.

E. Training and Educational Programs

If your company chooses, during the implementation process of any new EAP client, orientation is offered to all managers and employees. If utilized, management training focuses on the services of the program, how one can make the most of the EAP, warning signs of problematic behavior and how to effectively confront an employee.

Employee orientation focuses on general program overview, how to access services, the local office location, and a variety of reasons why people typically utilize the service. The confidentiality of the program is also stressed during orientation. Employees receive an EAP brochure with numbers to call for service.

Finally, the EAP can offer an agreed upon number of educational programs per year. These educational sessions are tailored to meet the specific needs of your organization. Topics of interest may be identified through utilization reporting, recommendations from staff, or consulting with the EAP coordinator or contact person.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Monday, October 18, 2021
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MEA CARES EMPLOYEE ASSISTANCE PROGRAM FOR ALL CITY EMPLOYEES					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government					
3.	Who will be affected	All City Departments; assigned employees					
4.	Benefits	To provide the City of Jackson with the service of addressing emotional and personal issues					
5.	Schedule (beginning date)	Upon approval by the council.					
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide					
<input type="checkbox"/>	Action implemented by:	Department of Human Resources					
<input type="checkbox"/>	§ City Department						
7. <input type="checkbox"/>	§ Consultant						
8.	COST						
<input type="checkbox"/>	Source of Funding	General Fund					
<input type="checkbox"/>	§ General Fund						
<input type="checkbox"/>	§ Grant						
<input type="checkbox"/>	§ Bond						
9. <input type="checkbox"/>	§ Other						
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

OFFICE OF THE CITY ATTORNEY
Amey

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2022 TO DECEMBER 31, 2024.

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes a municipality to provide health insurance coverage to specified groups of employees and their dependents on terms and conditions within their discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code also authorizes a municipality to become a self-insurer of a health plan; and

WHEREAS, Section 25-15-101 of the Mississippi Code also states that municipalities who elect to become a self-insurer must contract with a third party approved by the Commissioner of Insurance to administer the plan; and

WHEREAS, the City of Jackson has a self-funded health plan available to employees, retirees, and their dependents who elect to come within the coverage; and

WHEREAS, consistent with Section 25-15-101, the City of Jackson contracted with United Healthcare Services, Inc., to administer its self-insured plans for the 2018-2021 Plan years; and

WHEREAS, the monthly fee for administering said Plan for 2018 - 2021 was \$21.35 which includes \$13.37 pharmacy rebate credit per participant for the Medical Benefits Plan; and

WHEREAS, United Healthcare Services, Inc., sent a proposal to the Department of Human Resources proposing a monthly fee for administering the Plan for the Plan Years 2022-2024 in the amount of \$14.13, which includes a \$22.00 prescription rebate credit per participant in the Medical Benefits Plan; and

WHEREAS, on January 1, 2022 the monthly fee for administering said Plan will decrease to \$14.13 per participant resulting from the pharmacy rebate credit; and

WHEREAS, the plan coverages, and the Choice Plus network will remain the same for the Plan Years commencing on January 1, 2022 and ending December 31, 2024.

WHEREAS, the summary of benefits coverage is as followed:
Annual Deductible

- \$400 for the individual and \$1200 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out of pocket maximum is \$5000 annually

Agenda Item #22
Agenda Date December 21, 2021
(Martin, Lumumba)

WHEREAS, the plan has a prescription drug coverage as followed:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contractual agreement with United Healthcare Services Inc., to administer the self-funded health insurance plan of the City of Jackson for the period January 1,2022 - December 31,2024.

IT IS ALSO ORDERED that the Mayor shall be authorized to execute documents required by United Healthcare in the course of administering the self-funded plan with the exception of documents that may change the coverages afforded by the plan or result in financial changes impacting the Plan and the employees covered.

IT IS, THEREFORE ORDERED that the fees for administering the Plan be paid

APPROVED FOR AGENDA:

Personnel Director
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number
Legal
CAO
Mayor's Office

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Agenda Item:

Agenda Date: _____

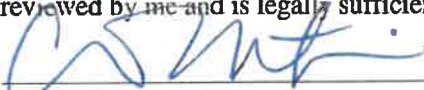
By: Martin, Lumumba

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

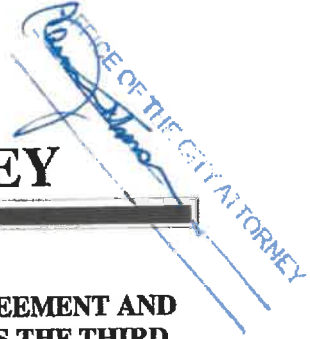
This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT AND THE REQUIRED DOCUMENTS WITH UNITED HEALTHCARE TO SERVE AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY OF JACKSON EMPLOYEE/RETIRES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2022 TO DECEMBER 31, 2024** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Catari P Martin, Interim City Attorney



Carrie Johnson, Deputy City Attorney



12/14/21
Date

12/13/2021
Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 21, 2021

DATE

POINTS	COMMENTS																																								
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2022 TO DECEMBER 31, 2024.																																								
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																								
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6. Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																								
<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department 7. § Consultant	Department of Personnel Management																																								
8. COST																																									
<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond 9. § Other	General Fund																																								
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</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>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</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>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	_____	no	_____	N/A	_____																																		

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Human Resources

DATE: December 1, 2021

RE: **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIRES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2022 TO DECEMBER 31, 2024.**

The Department of Human Resources is recommending that the City accept the renewal agreement with United Healthcare Services.

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

OFFICE OF THE CITY ATTORNEY
K.A.
12-21-21

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

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

WHEREAS, the Greater Jackson Arts Council has provided to the City, a budget summary for the 2022 fiscal year totaling slightly over \$735,300.00; and

WHEREAS, the agency has requested that the City support its effort to promote and coordinate the arts by awarding it funds in the amount of \$105,000.00, which shall be matched by funds from other sources in the amount of \$630,300.00; and

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

WHEREAS, the monies will be reimbursed to the agency based upon its expenditures and upon receipt of documentation establishing its expenditures during the period October 1, 2021 through September 30, 2022; and

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

IT IS HEREBY ORDERED that matching funds in the amount of \$105,000.00 shall be awarded to the Greater Jackson Arts Council, and issued based on the Greater Jackson Arts Council's expenditures during the period October 1, 2021 – September 30, 2022.

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

Agenda Item #23
Agenda Date December 21, 2021
(Kidd, Lumumba)

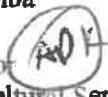
CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/29/21
DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	The Greater Jackson Arts Council is being awarded matching funds pursuant to Section 39-15-1 of the Mississippi Code to promote and develop arts in the municipality.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life								
3.	Who will be affected	Citizens in the city of Jackson.								
4.	Benefits	Various arts programming will be promoted within the municipality and emerging artists will be afforded an opportunity to share and express artistic works.								
5.	Schedule (beginning date)	October 1, 2021								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services								
8.	COST	\$105,000.00								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account Number 1 433006742								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

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

DATE: November 29, 2021

SUBJECT: Cultural Services Award to Greater Jackson Arts Council

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

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

AK/ab


Enclosures

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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



Catoria Martin, City Attorney
Keyona Stewart, Deputy City Attorney KS

12/14/21

DATE

OFFICE OF THE CITY ATTORNEY
12.14.21

CONTRACT

This Contract is entered into by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter referred to as the “**City**” and **Greater Jackson Arts Council**, a nonprofit organization, hereinafter referred to as the “**Agency**.”

WHEREAS, Section 39-15-1, Miss. Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, the City allocated funds in the budget for the Department of Human and Cultural Services to be used to match funds to the Greater Jackson Arts Council for the purpose of supporting the development and promotion of the arts in the municipality; and

WHEREAS, the City Council of the City authorized the payment of matching funds in the amount of \$105,000 to the Agency.

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency agree as follows:

1. The Agency shall provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens.
2. The Agency shall provide to the City reports on its activities and expenditures when required and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. The City shall pay One Hundred Five Thousand Dollars (\$105,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein. Reimbursement requests shall be submitted on a quarterly basis and payment by the City shall be made within forty-five (45) days after receiving from the Agency written documentation evidencing amounts expended and income received and a report of its activities during the quarter. Final requests for reimbursement must be made by the Agency no later than September 5, 2022, as the allocations are applicable only for the City’s 2021 – 2022 fiscal year, i.e., ending September 30, 2022.

5. The parties agree that the Agency has provided to the City a budget for its 2021 – 2022 fiscal year. Revisions in the Agency’s budget line items shall require prior written approval of the City’s Director of the Department of Human and Cultural Services.
6. This Contract shall commence on October 1, 2021 and end on September 30, 2022.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to, monthly bank statements showing all disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract shall be utilized.
8. The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to funds related to this Contract. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency must maintain a written inventory of any and all property purchased or leased with the City’s funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this Contract or upon thirty (30) days notice from the City.
10. The Agency will not discriminate on the basis of race, color, age, sex, religion, national origin, or handicap.
11. The parties agree that the City’s contributions under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. In the event the Agency fails to comply with any provision of this Contract, the City may terminate the Contract upon giving thirty (30) days written notice to the Agency.
13. The City may, without cause, terminate the contract upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this Contract.

15. The parties agree that the provisions of this Contract shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this Contract constitute their entire agreement and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this Contract.
17. The parties agree that this Contract may not be modified except upon written consent and agreement of the parties.
18. The parties agree that any ad all remedies available at law and or in equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this the _____ day of _____, 2021.

CITY OF JACKSON

ATTEST:

BY: _____
Chowe Antar Lumumba, Mayor

City Clerk
(Seal)

ATTEST:

GREATER JACKSON ARTS COUNCIL

(Seal)

BY: _____
Silbrina Wright, Executive Director



November 26, 2021

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

Dear Adriane:

Thank you for your continued support of GJAC. This year marked our 40th year of service to the community, and we would not still be here if not for the historical partnership with the City of Jackson and, more specifically, the Department of Human & Cultural Services.

Included here is our invoice for FY22 funding. I look forward to sitting down soon to plan and strategize for the future!

Sincerely,

A handwritten signature in black ink, appearing to read "Silbrina Wright", written in a cursive style.

Silbrina Wright, Executive Director

Enclosures: Invoice + FY22 Operating Budget



201 East Pascagoula, Suite 103
Jackson, MS 39201

Invoice

Submitted on 11/26/2021

Invoice for

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

Payable to

Greater Jackson
Arts Council

Invoice #

1-FY2022

Project

Annual Contract
Stipend

Due Date

On Receipt

Description

Annual Contract Stipend for
Official Local Arts Council

\$105,000.00

Subtotal **\$105,000.00**

\$105,000.00



FY22 OPERATIONAL BUDGET (Internal)

INCOME	AMOUNT
ARTS CENTER OF MISSISSIPPI	
Facility Rentals/Security Fees	TBA
CORPORATE/DONOR SUPPORT	
Angels of the Arts	\$ 20,000.00
Board of Directors Dues	\$ 3,000.00
GOVERNMENTAL GRANTS	
City of Jackson	\$ 105,000.00
Hinds County Supervisors	\$ 11,000.00
Visit Jackson Grant Partnership	\$ 90,000.00
Mississippi Arts Commission	\$ 20,000.00
National Endowment for the Arts	\$ 50,000.00
JPSD	\$ 400,000.00
FOOD SECURITY RESPONSE WORK	
Southern Poverty Law Center	\$ 25,000.00
LeFleur's Bluff Chapter of the Links	\$ 6,000.00
Rotary Club of Jackson	\$ 1,500.00
Visit Jackson	\$ 5,000.00
TOTAL INCOME	\$ 736,500.00
EXPENSES	
ARTS CENTER OF MISSISSIPPI	
Curatorial/Security	TBA
Venue Maintenance	\$ 1,000.00
Security Monitoring	\$ 600.00
GJAC GENERAL ADMIN & STAFFING	
Accounting/Legal Fees	\$ 4,500.00
Banking Fees/Interest	\$ 4,200.00
Board Development	\$ 1,500.00
Fundraising	\$ 1,500.00
Insurance (D&O & Liability)	\$ 4,500.00
Office Equipment	\$ 2,000.00
Office Supplies	\$ 1,000.00
Postage/Delivery	\$ 500.00
Printing/Copying	\$ 1,500.00
Professional Memberships	\$ 500.00
Salaries/Taxes	\$ 210,000.00
Health Insurance	\$ 27,000.00
Telephone/Internet/Web/IT	\$ 7,000.00
CULTURE GRANTS	
Current Year Outlay	\$ 78,000.00
FOOD SECURITY RESPONSE WORK	
Holiday Drive, Art of Giving 1 & 2	\$ 30,000.00
MARKETING	
Cultural Advocacy/Awareness	\$ 10,000.00
ARTS INFUSION	
After School Programming	\$ 350,000.00
TOTAL EXPENSES	\$ 735,300.00

OFFICE OF THE
 CITY CLERK
 CITY OF JACKSON
 MISSISSIPPI
 LUMUMBA

ORDER REVISING THE FISCAL YEAR 2021/2022 BUDGET OF THE DEPARTMENT OF PARKS AND RECREATION, AUTHORIZING THE TRANSFER OF FUNDS FROM UNFILLED SALARIES ACCOUNTS TO VARIOUS ACCOUNTS TO ENSURE JACKSON ZOO UTILITIES ARE PAID. (HARRIS, LUMUMBA)

WHEREAS, certain un-anticipated needs and allocations in the amount of \$24,687.15 must be transferred to pay lights, gas and water utilities at the Jackson Zoo; and

WHEREAS, transfer of funds is desperately needed to ensure utilities are paid for the Jackson Zoo; and

WHEREAS, the following funds are requested to be transferred to the following categories:

FROM		TO	
Fund/Account Number	Amount	Fund/Account Number	Amount
390-498.00-6111 (Unfilled Salaries)	\$24,687.15	390-498.00-6317 (Other Repair & Maintenance)	\$9,687.15
		390-498.00-6451 (Electrical & Lighting)	\$8,000.00
		390-498.00-6452 (Water)	\$5,000.00
		390-498.00-6453 (Gas)	\$2,000.00
			\$24,687.15

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021/2022 Budget be revised to allow transfer of funds allocated to various Jackson Zoo categories, in the amount of \$24,687.15

(HARRIS, LUMUMBA)

Agenda Item #24
 Agenda Date December 21, 2021
 (Harris, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12-09-21

DATE

P O I N T S		C O M M E N T S										
1.	Brief Description/Purpose	Order revising the Fiscal Year 2021/2022 Budget of the Department of Parks and Recreation, authorizing the transfer of funds from unfilled salaries accounts to various Jackson Zoo accounts to ensure utilities are paid.										
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life										
3.	Who will be affected	The Jackson Zoo.										
4.	Benefits	To ensure utilities are paid.										
5.	Schedule (beginning date)	Upon City Council approval.										
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5 No										
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Jackson Zoo and the Department of Parks & Recreation.										
8.	COST	\$24,687.15										
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	From: 390-498.00-6111 - \$24,687.15 To: 390-498.00-6317 - \$9,687.15 To: 390-498.00-6451 - \$8,000.00 To: 390-498.00-6452 - \$5,000.00 To: 390-498.00-6453 - \$2,000.00										
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>

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



"One City, One Aim, One Destiny"

Memo

TO: The Honorable Mayor Lumumba
FROM: Ison B. Harris, Jr., Director, Department of Parks & Recreation
DATE: December 9, 2021
RE: Jackson Zoo 2021/22 FY Budget Revision Request

This is an Order revising the Fiscal Year 2021/2022 Budget of the Department of Parks and Recreation, authorizing the transfer of funds from unfilled salaries accounts to various Jackson Zoo accounts to ensure utilities are paid.

The Department the Department of Parks and Recreation believes honoring this budget revision request, in the amount of \$24,687/15, is in the best interest of the City of Jackson.

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
James Anderson

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE FISCAL YEAR 2021/2022 BUDGET OF THE DEPARTMENT OF PARKS AND RECREATION, AUTHORIZING THE TRANSFER OF FUNDS FROM UNFILLED SALARIES ACCOUNTS TO VARIOUS ACCOUNTS TO ENSURE JACKSON ZOO UTILITIES ARE PAID** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
James Anderson, *Special Assistant* 

12/14/21

DATE

OFFICE OF
[Signature]
12/21/21
ATTORNEY

ORDER ACCEPTING THE ADJUDICATED FUNDS FROM FORFEITED AND SEIZED PROPERTY IN THE AMOUNT OF ONE HUNDRED FIFTY-EIGHT THOUSAND, SEVEN HUNDRED FORTY-THREE DOLLARS AND THIRTY-NINE CENTS (\$158,743.39) TO THE CITY JACKSON

WHEREAS, forfeiture and seizure funds have been adjudicated by Hinds County Court and are able to be moved from Fund 002 (Seizure and Forfeit Property-State) out of holding account Fund 078 (Narcotics Evidence Escrow).

IT IS HEREBY ORDERED that the City of Jackson is authorized to accept the adjudicated funds in the amount of one hundred fifty-eight thousand, seven hundred forty-three dollars and thirty-nine cents (\$158,743.39).

APPROVED FOR AGENDA:

Agenda Item #25
Agenda Date December 21, 2021
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 16, 2021
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER ACCEPTING THE ADJUDICATED FUNDS FROM FORFEITED AND SEIZED PROPERTY IN THE AMOUNT OF ONE HUNDRED FIFTY-EIGHT THOUSAND, SEVEN HUNDRED FORTY-THREE DOLLARS AND THIRTY-NINE CENTS (\$158,743.39) TO THE CITY JACKSON								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	QUALITY OF LIFE								
3.	Who will be affected	CITY OF JACKSON								
4.	Benefits	FUNDS TO THE CITY								
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS CITY WIDE								
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT, DEPARTMENT OF ADMINISTRATION CITY LEGAL								
8.	COST	N/A								
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other									
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____


Jackson Police Department



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

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police  1419-21

Date: November 19, 2021

Subject: **ORDER ACCEPTING THE ADJUDICATED FUNDS FROM FORFEITED AND SEIZED PROPERTY IN THE AMOUNT OF ONE HUNDRED FIFTY-EIGHT THOUSAND, SEVEN HUNDRED FORTY-THREE DOLLARS AND THIRTY-NINE CENTS (\$158,743.39) TO THE CITY OF JACKSON**

It is my recommendation that the Mayor accept the adjudicated funds from forfeited and seized property in the amount of one hundred fifty-thousand, seven hundred forty-three dollars and thirty-nine cents to the City of Jackson.

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

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE ADJUDICATED FUNDS FROM FORFEITED AND SEIZED PROPERTY IN THE AMOUNT OF ONE HUNDRED FIFTY-EIGHT THOUSAND, SEVEN HUNDRED FORTY-THREE DOLLARS AND THIRTY-NINE CENTS (\$158,743.39) TO THE CITY JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
James Anderson, *Special Assistant* 


12/11/21

DATE

OFFICE OF THE CITY ATTORNEY

**IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI
JACKSON POLICE DEPARTMENT,
NARCOTICS DIVISION**

PLAINTIFF

VS.

CAUSE NO.:251-21-596

**NINE THOUSAND SIX HUNDRED
SEVENTY DOLLARS (\$9, 670.00)
IN UNITED STATES CURRENCY**

DEFENDANT

AND

SHAKINA KYLES

RESPONDENT

ORDER

THIS MATTER, having come before the Court for a hearing on the merits, and the Court having heard the testimony of the witnesses, reviewed relevant evidence submitted by the parties, and heard arguments of counsel for the parties, finds as follow:

1. That on February 22, 2021, several Detectives with the City of Jackson, Mississippi Police Department, Narcotics Division, were conducting an investigation into the delivery, sale and storing of controlled substances at 348 Colonial Drive, Jackson, Mississippi.

2. That while conducting surveillance at 348 Colonial Drive, Jackson, Mississippi, the Detectives noticed that a package was being delivered at this location. That after approaching the residence, the Detectives identified the person who accepted the package as Respondent Shakina Kyles.

3. That the Respondent Shakina Kyles was asked if the home belonged to him and if there were any illegal drugs inside the home. That Respondent Shakina Kyles responded in the affirmative and led the detectives to a small amount of marijuana inside his room. In addition, Respondent Shakina Kyles, in response to further questioning for officer safety, provided the detectives with a Smith and Wesson 9mm handgun. Respondent Shakina Kyles also provided the detectives with United States Currency in the amount of \$370,00 that was in his possession and \$9,670,00 that was inside of the residence in a brown paper bag.

4. That Respondent Shakina Kyles was advised of his Marinda Rights and was asked about the package that he had just accepted. Respondent Shakina Kyles denied any knowledge of the package that was just delivered and accepted by the Respondent. That following an alert from the detectives K9 partner, the package that was delivered and accepted by Respondent Shakina Kyles was opened. That located inside the package was what was believed to be approximately 100 THC vapes and approximately one (1) pound of marijuana. That also discovered inside the Respondent's residence were digital scales, empty sandwich bags and a clear plastic bag that appeared to contain THC wax.

5. That upon being arrested and transported to the Jackson Police Department for an interview, Respondent Shakina Kyles was subsequently charged with the offense of Aggravated Trafficking of Marijuana, while in possession of a Handgun, within 1500 feet of a Church.

6. That on February 23, 2021, the Jackson Police Department, Narcotics Division, presented Respondent Shakina Kyles with a Notice of Intention to Forfeit Seized Property. On February 23, 2021, Respondent Shakina Kyles signed the Notice of Intention to

Forfeit Seized Property. That on February 23, 2021, a Seizure Warrant was executed for the forfeiture of the cash seized from Respondent Shakina Kyles in the amount of \$9, 670.00, pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29- 153 (a) (4) of the Mississippi Code of 1972.

7. That at the hearing in this matter, the Petitioner introduced evidence establishing that the substance believed to be Marijuana and/or other controlled substances, that was recovered from Respondent Shakina Kyles's residence, was in fact marijuana in the amount of 432.38 grams for Exhibit 9, marijuana in the amount of 0.97 grams for Exhibit 15, marijuana in the amount of 0.83 gram for Exhibit 11 and several glass cartridges containing liquid substance (*contained delta-9-tetrahydrocannabinol (THC)* for Exhibits 4, 5, 6 and (Exhibit 8, 82.96) grams and Exhibit 13 (wax-like substance, 1.67 grams

8. That Respondent Shakina Kyles alleges, in his filed Answer to the Petition for Forfeiture herein, that the United States Currency herein was derived from a personal injury settlement. That no additional evidence was presented to the Court regarding the Respondent's alleged personal injury settlement.

9. That the Mississippi Supreme Court has adopted a test to determine the lawfulness of forfeitures. *One (1) Charter Arms, Bulldog 44 Special, Serial No. 794774 v. State ex rel. Moore*, 721 So. 2d 620 (Miss. 1998)

10. That the foregoing test combines a three-pronged instrumentality test with a proportionality review when determining whether forfeiture is proper and further analyzes the four following elements (1) the nexus between the offense and the property and the extent of the property's role in the offense, (2) the role and culpability of the owner, (3) the possibility of separating the offending property from the remainder, and (4) whether, after a

review of all relevant facts, forfeiture would divests the owner of property which has a value that is grossly disproportionate to the crime or grossly disproportionate to the culpability of the owner.

11. That the standard of proof placed upon the Petitioner in regard to property subject to forfeiture is a preponderance of the evidence. *MCA § 41-29-179 (2) Rev. 2013.* That the Court finds that the Petitioner has meet its burden of proof, by a preponderance of the evidence, on all four factors regarding the United States Currency herein in the amount of \$9,670.00, and said United States Currency herein, in the amount of \$9, 670.00, is hereby forfeited to the Petitioner pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29- 153 (a) (4) of the Mississippi Code of 1972.

SO ORDERED AND ADJUDGED this the 7th day of October, 2021.


HINDS COUNTY COURT JUDGE

FORFEITED AND SEIZED PROPERTY REPORTS ANALYSIS

To: **Jillian Caldwell, Finance Manager**
Carmen R. Jones, Asst. Finance Mgr.

30-Sep-21

Date	Description	Forefeited	JPD	DA	Non-cash property to JPD
20-Aug-21	Cary Salk	\$8,680.00	\$8,944.00	\$ 1,736.00	
28-Aug-21	Justin D Jackson	\$818.00	\$654.40	\$ 163.60	
10-Sep-21	Darryl Ray Nearing	\$5,122.00	\$4,097.60	\$ 1,024.40	
		\$14,620.00	\$11,696.00	\$ 2,924.00	\$ -

Please make the following entry to record proceeds of forfeitures:

		DR	CR
078-2142	Narcotics Evidence Escrow	\$ 11,696.00	
002-5475	Proceeds of Forfeitures		\$ (11,696.00)
	TOTALS	\$ 11,696.00	\$ (11,696.00)

James E. Davis

 James E. Davis, Chief of Police

Prepared by Trivia A. Jones, Fiscal Affairs Division

30-Sep-21

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

20-3031

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI
JACKSON POLICE DEPARTMENT,
NARCOTICS DIVISION

PLAINTIFF

VS.

EIGHT THOUSAND SIX HUNDRED
EIGHTY DOLLARS (\$8, 680.00) IN
UNITED STATES CURRENCY

DEFENDANT

AND

CARY SAIK

RESPONDENT

ORDER

THIS MATTER, having come before the Court for a hearing on the merits, and the Court having heard the testimony of the witnesses, reviewed relevant evidence submitted by the parties, heard arguments of counsel for the parties and considered Briefs submitted by counsel for the parties, finds as follows:

1. That on August 15, 2020, Detective William Kendrick, with the Jackson Police Department, Narcotics Division, was patrolling the parking lot of 6010 I-55 North, Jackson, Mississippi. Detective Kendrick testified that while patrolling the parking lot herein, he noticed the strong smell of Marijuana coming from a vehicle parked on the parking lot. Detective Kendrick further testified that he noticed the driver of the vehicle, later

identified as Christian T. Hilliard, exit the vehicle at which time he made contact with the driver of the vehicle, Christian T. Hilliard.

2. Detective Kendrick further testified that upon approaching the vehicle and the driver, he observed, in plain sight, several bags of Marijuana in the center console and two baby bottles of a purple liquid believed to be codeine. Detective Kendrick further testified that he also came in contact with the Respondent, Cary Saik, and that both the driver of the vehicle, Christian T. Hilliard and Respondent Cary Saik, were subsequently arrested for Possession of Marijuana and Narcotics.

3. That an inventory of the vehicle herein was then conducted and the Detective recovered a large amount of United States currency in the passenger door of the vehicle, a black digital scale found in the front passenger seat, a red bag in the back seat which contained six (6) pills inside a plastic bag, several large bags of Marijuana and multiple plastic sandwich bags.

4. That Detective Kendrick concluded that both the driver of the vehicle and Respondent Cary Saik were under the influence of Marijuana, and Detective Kendrick did not question the driver or Respondent Cary Saik. That Respondent Cary Saik claimed ownership of the United States currency found in the passenger side door in the amount of \$8,860.00. That following the inventory of the subject vehicle, the driver, Christian T. Hilliard and the Respondent, Cary Saik, were subsequently charged with the offense of Possession of Controlled Substances, with Intent. That subsequent to his arrest, the driver, Christian T. Hilliard, was found to have \$1921,00 on his person which was also seized.

5. That on August 16, 2020, the Jackson Police Department, Narcotics Division, presented Respondent Cary Saik with a Notice of Intention to Forfeit Seized Property. On

August 16, 2020, Respondent Cary Saik signed the Notice of Intention to Forfeit Seized Property. That on August 17, 2020, a Seizure Warrant was executed for the forfeiture of the cash seized from Respondent Cary Saik in the amount of \$8,860.00, pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29-153 (a) (4) of the Mississippi Code of 1972.

6. That at the hearing in this matter, the Petitioner introduced evidence establishing that the substance believed to be Marijuana, that was recovered from the vehicle in which Respondent Cary Saik was a passenger, was in fact Marijuana in the amount of 69.65 grams in Exhibit 3(a) and 1.05 grams in Exhibit 3(b). In addition, the Petitioner introduced evidence establishing that the six (6) pills, that were recovered from the vehicle in which Respondent Cary Saik was a passenger, did contain oxycodone and the non-controlled substance acetaminophen (Exhibit 5).

7. That Respondent Cary Saik argues that because he was not the owner of the subject vehicle and was only a passenger, that the Petitioner has failed to establish that he was in possession of any controlled substance and/or that he was engaged in the sale of any controlled substance that would subject the United States Currency claimed by Respondent Cary Saik to forfeiture.

8. That the Mississippi Supreme Court has adopted a test to determine the lawfulness of forfeitures. *One (1) Charter Arms, Bulldog 44 Special, Serial No. 794774 v. State ex rel. Moore*, 721 So. 2d 620 (Miss. 1998). That the foregoing test combines a three-pronged instrumentality test with a proportionality review when determining whether forfeiture is proper and further analyzes the four following factors (1) the nexus between the offense and the property and the extent of the property's role in the offense, (2) the role and culpability of the owner, (3) the possibility of separating the offending property from the

remainder, and (4) whether, after a review of all relevant facts, forfeiture would divests the owner of property which has a value that is grossly disproportionate to the crime or grossly disproportionate to the culpability of the owner.

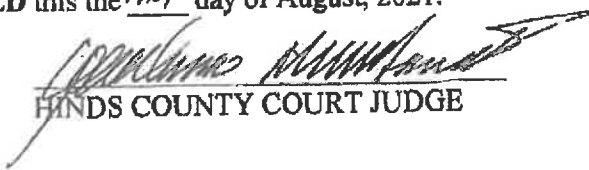
9. That the Court finds that two of the four *Charter Arms* factors are possibly at issue in these proceedings. Those factors are determining the role and culpability of the owner of the property subject to seizure and whether there is a possibility of separating the offending property from the remainder.

10. That the United States Currency herein and the controlled substances were both found inside the vehicle occupied by the driver, Christian T. Hilliard, and the Respondent, Cary Saik. That the Court finds that both the driver Christian T. Hilliard, and the Respondent, Cary Saik, *based on the proximity of the controlled substances to each occupant of the subject vehicle*, were both in possession of the controlled substances located in the vehicle herein. As such, the role and culpability of the owner of the property subject to seizure herein is established. That because the United States Currency, *in denominations indicative of the sale of controlled substances*, and the controlled substances herein were found inside the vehicle occupied by the driver, Christian T. Hilliard, and the Respondent, Cary Saik, the Court finds it quite difficult, if not impossible, to separate the offending property herein from the United States Currency in the amount of \$8, 860.00.

11. That the standard of proof placed upon the Petitioner in regard to property subject to forfeiture is a preponderance of the evidence. *MCA § 41-29-179 (2) Rev. 2013*. That the Court finds that the Petitioner has meet its burden of proof, by a preponderance of the evidence, on all four factors regarding the United States Currency herein in the amount of \$8,860.00, and said United States Currency herein, in the amount of \$8, 860.00, is hereby

forfeited to the Petitioner pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29- 153 (a) (4) of the Mississippi Code of 1972.

SO ORDERED AND ADJUDGED this the 17~~th~~ day of August, 2021.


HINDS COUNTY COURT JUDGE

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1710

EIGHT HUNDRED EIGHTEEN DOLLARS
(\$818.00) IN UNITED STATES CURRENCY

DEFENDANT

DEFAULT JUDGMENT

THIS CAUSE having come before the Court on Motion of Plaintiff State of Mississippi, Jackson Police Department, Narcotics Division, by counsel, pursuant to Miss. R. Civ. P. 55, for a Default Judgment against the Owners and/or Persons in possession of Eight Hundred Eighteen Dollars (\$818.00) U.S. Currency, Respondent Justin D. Jackson, for his failure to answer or otherwise defend as to Plaintiff's Petition for Forfeiture, and the Clerk's Docket Entry of Default having been properly entered against said Respondent on August 24, 2021.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff does have final judgment against Respondent Justin D. Jackson, and further the Court enters an Order granting the forfeiture of Eight Hundred Eighteen Dollars (\$818.00) U.S. Currency to the State of Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. It is further ordered that Twenty Percent of the forfeited funds, One Hundred Sixty Three Dollars and Sixty Cents (\$163.60), be paid to the Hinds County District Attorney for legal services provided in this matter.

THIS the 24th day of August, 2021.


County Court Judge

Prepared and Submitted by:


Sue M. Perry
Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

CIVIL ACTION NO. 21-1716

FIVE THOUSAND ONE HUNDRED TWENTY TWO DOLLARS
(\$5,122.00) U.S. CURRENCY

DEFENDANT

AMENDED DEFAULT JUDGMENT

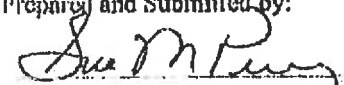
THIS CAUSE having come before the Court on Motion of Plaintiff State of Mississippi, Jackson Police Department, Narcotics Division, by counsel, pursuant to Miss. R. Civ. P. 55, for a Default Judgment against the Owners and/or Persons in possession of Five Thousand One Hundred Twenty Two Dollars (\$5,122.00) U.S. Currency, Respondent Darryl Ray Nearing, for his failure to answer or otherwise defend as to Plaintiff's Petition for Forfeiture, and the Clerk's Docket Entry of Default having been properly entered against said Respondent on September 7, 2021.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff does have final judgment against Respondent Darryl Ray Nearing, and further the Court enters an Order granting the forfeiture of Five Thousand One Hundred Twenty Two Dollars (\$5,122.00) U.S. Currency, seized from Respondent Darryl Ray Nearing, to the seizing agency, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Twenty percent, One Thousand Twenty Four Dollars and Forty Cents (\$1,024.40), of the funds are to be paid by the Jackson Police Department, Narcotics Division to the Hinds County District Attorney's Office for legal services provided in this matter.

THIS the 10th day of September, 2021.


County Court Judge

Prepared and Submitted by:


Sue M. Perry
Assistant District Attorney

FORFEITED AND SEIZED PROPERTY REPORTS ANALYSIS

To: **Jillian Caldwell, Finance Manager**
Carmen R. Jones, Asst. Finance Mgr.

28-Jul-21

Date	Description	Forfeited	JPD	DA	Non-cash property to JPD
28-Jul-21	Deonta Debricko Miller	\$3,132.00	\$2,505.60	\$ 626.40	
	Joseph Ryan Locke	\$1,022.00	\$817.60	\$ 204.40	
	Jamonte Williams	\$1,079.00	\$863.20	\$ 215.80	
		\$5,233.00	\$4,186.40	\$ 1,046.60	\$ -

Please make the following entry to record proceeds of forfeitures:

		DR	CR
078-2142	Narcotics Evidence Escrow	\$ 4,186.40	
002-5475	Proceeds of Forfeitures		\$ (4,186.40)
	TOTALS	\$ 4,186.40	\$ (4,186.40)

James E. Davis
 James E. Davis, Chief of Police

James E. Davis, Chief of Police

Prepared by Trivia A. Jones, Fiscal Affairs Division

28-Jul-21

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1460

THREE THOUSAND ONE HUNDRED THIRTY TWO DOLLARS
(\$3,132.00) IN UNITED STATES CURRENCY

DEFENDANT

DEFAULT JUDGMENT

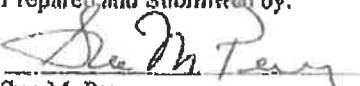
THIS CAUSE having come before the Court on Motion of Plaintiff State of Mississippi, Jackson Police Department, Narcotics Division, by counsel, pursuant to Miss. R. Civ. P. 55, for a Default Judgment against the Owners and/or Persons in possession of Three Thousand One Hundred Thirty Two Dollars (\$3,132.00) U.S. Currency, Respondent Deonta Debricko Miller, for his failure to answer or otherwise defend as to Plaintiff's Petition for Forfeiture, and the Clerk's Docket Entry of Default having been properly entered against said Respondent on July 26, 2021.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff does have final judgment against Respondent Deonta Debricko Miller, and further the Court enters an Order granting the forfeiture of Three Thousand One Hundred Thirty Two Dollars (\$3,132.00) U.S. Currency to the State of Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. It is further ordered that Twenty Percent of the forfeited funds, Six Hundred Twenty Six Dollars and Forty Cents (\$626.40), be paid to the Hinds County District Attorney for legal services provided in this matter.

THIS the 27th day of July, 2021.


County Court Judge

Prepared and Submitted by:


Sue M. Perry
Assistant District Attorney

MBN- 7/28/2021

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1461

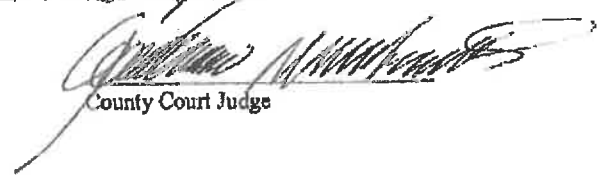
ONE THOUSAND TWENTY TWO DOLLARS
(\$1,022.00) IN UNITED STATES CURRENCY

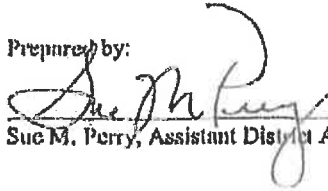
DEFENDANT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Twenty Two Dollars (\$1,022.00) United States Currency seized from Joseph Ryan Locke by the Jackson Police Department, Narcotics Division, pursuant to Miss. Code Ann. 41-29-153(a)(4) and 41-29-153(a)(5), is upheld for failure of Joseph Ryan Locke to file an answer with this court after personal service of process was made on June 28, 2021, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Eight Hundred Seventeen Dollars and Sixty Cents (\$817.60) United States Currency is therefore forfeited to the seizing agency, Jackson Police Department, Narcotics Division, to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Four Dollars and Forty Cents (\$204.40) United States Currency, of said funds are to be paid by the Jackson Police Department, Narcotics Division, to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 27th day of July, 2021.


County Court Judge

Prepared by:

Sue M. Perry, Assistant District Attorney

7/28/21 mBA

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1509

ONE THOUSAND SEVENTY NINE DOLLARS
(\$1,079.00) IN UNITED STATES CURRENCY

DEFENDANT

DEFAULT JUDGMENT

THIS CAUSE having come before the Court on Motion of Plaintiff State of Mississippi, Jackson Police Department, Narcotics Division, by counsel, pursuant to Miss. R. Civ. P. 55, for a Default Judgment against the Owners and/or Persons in possession of One Thousand Seventy Nine Dollars (\$1,079.00) U.S. Currency, Respondent Jamonte Williams, for his failure to answer or otherwise defend as to Plaintiff's Petition for Forfeiture, and the Clerk's Docket Entry of Default having been properly entered against said Respondent on July 26, 2021.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff does have final judgment against Respondent Jamonte Williams, and further the Court enters an Order granting the forfeiture of One Thousand Seventy Nine Dollars (\$1,079.00) U.S. Currency to the State of Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. It is further ordered that Twenty Percent of the forfeited funds, Two Hundred Fifteen Dollars and Eighty Cents (\$215.80), be paid to the Hinds County District Attorney for legal services provided in this matter.

THIS the 28th day of July, 2021.


County Court Judge

Prepared and Submitted by:


Sue M. Perry
Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v. NO. 21-1389

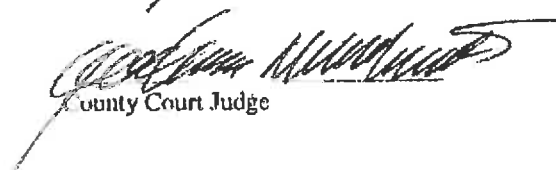
FOUR THOUSAND ONE HUNDRED TWENTY THREE DOLLARS
(\$4,123.00) IN UNITED STATES CURRENCY

DEFENDANT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Four Thousand One Hundred Twenty Three Dollars (\$4,123.00) United States Currency seized from Benjamin L. Bennett by the Jackson Police Department, Narcotics Division, pursuant to Miss. Code Ann. 41-29-153(a)(4) and 41-29-153(a)(5), is upheld for failure of Benjamin L. Bennett to file an answer with this court after personal service of process was made on June 2, 2021, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Three Thousand Two Hundred Ninety Eight Dollars and Forty Cents (\$3,298.40) United States Currency is therefore forfeited to the seizing agency, Jackson Police Department, Narcotics Division, to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Eight Hundred Twenty Four Dollars and Sixty Cents (\$824.60) United States Currency, of said funds are to be paid by the Jackson Police Department, Narcotics Division, to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of July, 2021.


County Court Judge

Prepared by:


Sue M. Perry, Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1388

ONE THOUSAND FIFTY THREE DOLLARS
(\$1,053.00) IN UNITED STATES CURRENCY

DEFENDANT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Fifty Three Dollars (\$1,053.00) United States Currency seized from Donald Jercarl Kelly by the Jackson Police Department, Narcotics Division, pursuant to Miss. Code Ann. 41-29-153(a)(4) and 41-29-153(a)(5), is upheld for failure of David Jercarl Kelly to file an answer with this court after personal service of process was made on June 3, 2021, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Eight Hundred Twenty Four Dollars and Forty Cents (\$824.40) United States Currency is therefore forfeited to the seizing agency, Jackson Police Department, Narcotics Division, to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Twenty Eight Dollars and Sixty Cents (\$228.60) United States Currency, of said funds are to be paid by the Jackson Police Department, Narcotics Division, to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of July, 2021.


County Court Judge

There is a transposition
error. 80% of \$1053.00
is \$842.40, 20% is
\$210.60. Not sure
how this should be
handled, but I only
remitted \$210.60 to
Hinds County.

OFFICE OF THE DISTRICT ATTORNEY

Jody E. Owens, II

District Attorney

Seventh Circuit Court District, Hinds County

Post Office Box 22747

Jackson, Mississippi 39225-2747

July 8, 2021

Deputy Chief Deric Hearn
Commander Abraham Thompson
City of Jackson, Mississippi
Jackson Police Department
327 E. Pascagoula Street
Jackson, MS 39205
Major Investigations

RE: Completed Forfeitures (Corrected Invoice)

Dear Deputy Chief Hearn and Commander Thompson:

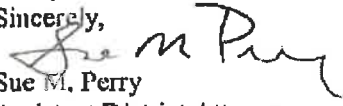
Enclosed please find 4 signed Orders Upholding Forfeiture of Seized Property in the following cases:

<u>CASE</u>	<u>Seized</u>	<u>JPD Amount</u>	<u>DA Amount</u>	<u>Amount Returned</u>
Benjamin L. Bennett	\$4,123.00	\$3,298.40	\$ 824.60	0
Donald Jercarl Kelly	\$1,053.00	\$ 842.40	\$ 210.60	0
Eddie Pernell White, Jr.	\$ 912.00	\$ 729.60	\$ 182.40	0
Rashawn Bonner	\$8,643.00	\$6,914.40	\$1,728.60	0
TOTAL	\$14,731.00	\$11,784.80	\$2,946.20	0

As per our agreement, 20 percent of the total amount is to be paid to the Hinds County District Attorney's Office via a check in the amount of \$2,964.20. The check for the DA portion should be delivered to Samantha Grant in the District Attorney's Office.

All forfeitures have been entered into the MBN website. I appreciate the opportunity to continue working with you on forfeitures in the future.

Sincerely,


Sue M. Perry
Assistant District Attorney
Hinds County, Mississippi

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1391

NINE HUNDRED TWELVE DOLLARS
(\$912.00) IN UNITED STATES CURRENCY

DEFENDANT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Nine Hundred Twelve Dollars (\$912.00) United States Currency seized from Eddie Pernell White, Jr. by the Jackson Police Department, Narcotics Division, pursuant to Miss. Code Ann. 41-29-153(a)(4) and 41-29-153(a)(5), is upheld for failure of Eddie Pernell White, Jr. to file an answer with this court after personal service of process was made on June 3, 2021, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Seven Hundred Twenty Nine Dollars and Sixty Cents (\$729.60) United States Currency is therefore forfeited to the seizing agency, Jackson Police Department, Narcotics Division, to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Eighty Two Dollars and Forty Cents (\$182.40) United States Currency, of said funds are to be paid by the Jackson Police Department, Narcotics Division, to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of July, 2021.


County Court Judge

Prepared by:


Sue M. Perry, Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.
EIGHT THOUSAND SIX HUNDRED FORTY THREE DOLLARS
(\$8,643.00) IN UNITED STATES CURRENCY

NO. 21-1387

DEFENDANT

DEFAULT JUDGMENT

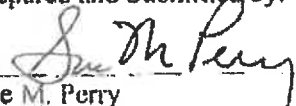
THIS CAUSE having come before the Court on Motion of Plaintiff State of Mississippi, Jackson Police Department, Narcotics Division, by counsel, pursuant to Miss. R. Civ. P. 55, for a Default Judgment against the Owners and/or Persons in possession of Eight Thousand Six Hundred Forty Three Dollars (\$8,643.00) U.S. Currency, Respondent Rashawn Bonner, for his failure to answer or otherwise defend as to Plaintiff's Petition for Forfeiture, and the Clerk's Docket Entry of Default having been properly entered against said Respondent on June 28, 2021.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff does have final judgment against Respondent Rashawn Bonner, and further the Court enters an Order granting the forfeiture of Eight Thousand Six Hundred Forty Three Dollars (\$8,643.00) U.S. Currency to the State of Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. It is further ordered that Twenty Percent of the forfeited funds, One Thousand Seven Hundred Twenty Eight Dollars and Sixty Cents (\$1,728.60), be paid to the Hinds County District Attorney for legal services provided in this matter.

THIS the 30th day of June, 2021.


County Court Judge

Prepared and Submitted by:


Sue M. Pery
Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1396

TWO THOUSAND NINE HUNDRED NINETY SIX DOLLARS
(\$2,996.00) IN UNITED STATES CURRENCY

DEPENDANT

DEFAULT JUDGMENT

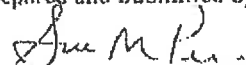
THIS CAUSE having come before the Court on Motion of Plaintiff State of Mississippi, Jackson Police Department, Narcotics Division, by counsel, pursuant to Miss. R. Civ. P. 55, for a Default Judgment against the Owners and/or Persons in possession of Two Thousand Nine Hundred Ninety Six Dollars (\$2,996.00) U.S. Currency, Respondent Darryl Ray Nearing, Jr., for his failure to answer or otherwise defend as to Plaintiff's Petition for Forfeiture, and the Clerk's Docket Entry of Default having been properly entered against said Respondent on July 16, 2021.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff does have final judgment against Respondent Darryl Ray Nearing, Jr., and further the Court enters an Order granting the forfeiture of Two Thousand Nine Hundred Ninety Six Dollars (\$2,996.00) U.S. Currency to the State of Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. It is further ordered that Twenty Percent of the forfeited funds, Five Hundred Ninety Nine Dollars and Twenty Cents (\$599.20), be paid to the Hinds County District Attorney for legal services provided in this matter.

THIS the 20th day of July, 2021.


County Court Judge

Prepared and Submitted by:


Sue M. Perry
Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 21-1510

TWO THOUSAND THREE HUNDRED SIXTY DOLLARS
(\$2,360.00) UNITED STATES CURRENCY

DEFENDANT

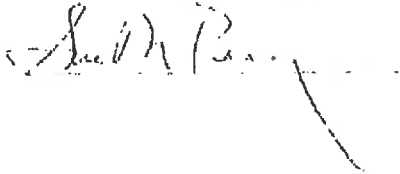
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THIS COURT that the forfeiture of Two Thousand Three Hundred Sixty Dollars (\$2,360.00) United States Currency seized from Roger McField by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153(a)(4) and 41-29-153(a)(7), is upheld for failure of Respondent Roger McField to file an answer with this court after personal service of process was made on June 15, 2021, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, of the U.S. Currency, One Thousand Eight Hundred Eighty Eight Dollars (\$1,888.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Four Hundred Seventy Two Dollars (\$472.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 10th day of July, 2021.


County Court Judge

Prepared by:
Sue M. Perty, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 20-3999

ONE THOUSAND TWO HUNDRED ONE DOLLARS
(\$1,201.00) IN UNITED STATES CURRENCY AND
2003 RED INFINITY FX45, TAG NUMBER CLUTCH,
VIN NUMBER JNRB508W23X401296

DEFENDANT

AGREED ORDER FORFEITING AND RETURNING SEIZED PROPERTY

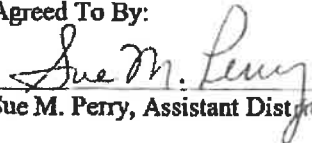
IT IS HEREBY ORDERED BY THE COURT, pursuant to an agreement by the State and the Defendant, that the forfeiture of One Thousand Two Hundred One Dollars (\$1,201.00) United States Currency seized from Aryuana Lashun Houston by the City of Jackson, Mississippi, Jackson Police Department on September 14, 2020, pursuant to Miss. Code Ann. 41-29-176.1 is hereby granted. Eighty percent of the U.S. Currency, Nine Hundred Sixty Dollars and Eighty Cents (\$960.80) is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Forty Dollars and Twenty Cents (\$240.20), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

The 2003 Red Infinity FX45, Tag Number CLUTCH, VIN Number JNRB508W23X401296 pursuant to said agreement, is to be returned to the ownership and control of Aryuana Lashun Houston.

ORDERED AND ADJUDGED, this the 2nd day of December, 2020. 9030


COUNTY COURT JUDGE

Agreed To By:


Sue M. Perry, Assistant District Attorney


Aryuana Lashun Houston

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Two Hundred Ninety Dollars (\$1,290.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 19-114

RONNIE ANTWOINE ARNOLD

RESPONDENT

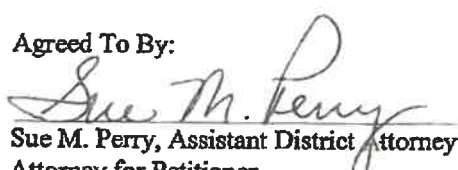
~~IT~~ AGREED ORDER FORFEITING SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT, pursuant to an agreement by the State and the Defendant, through his attorney, Thomas Powell, that the forfeiture of One Thousand Two Hundred Ninety Dollars (\$1, 290.00) United States Currency seized from Ronnie Antwoine Arnold by the City of Jackson, Mississippi, Jackson Police Department on December 19, 2018, pursuant to Miss. Code Ann. 41-29-176.1 is hereby granted. Eighty percent of the U.S. Currency, One Thousand Thirty Two Dollars (\$1,032.00) is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Fifty Eight Dollars (\$258.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of December, 2020.


COUNTY COURT JUDGE

Agreed To By:


Sue M. Perry, Assistant District Attorney
Attorney for Petitioner

AGREED AS TO FORM:


Thomas Powell, Attorney for Respondent

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

2013 Silver Honda Accord, Temporary Tag Number 77347Z3, VIN# 1HGCR2F59DA129521

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-2828

JAMES L. EVERETT

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

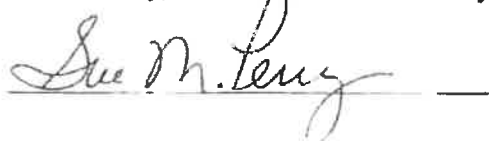
IT IS HEREBY ORDERED BY THE COURT that the forfeiture of a 2013 Silver Honda Accord, Temporary Tag Number 77347Z3, VIN# 1HGCR2F59DA129521, seized from James L. Everett by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld after a hearing before this court, pursuant to Miss. Code Ann. 41-29-176.1. The 2013 Silver Honda Accord, Temporary Tag Number 77347Z3, VIN# 1HGCR2F59DA129521 is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181.

ORDERED AND ADJUDGED, this the 2nd day of December, 2020.


County Court Judge

Prepared by:

Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

V.

CIVIL CASE NO. 20-3516

SEVEN THOUSAND NINE HUNDRED SEVENTEEN DOLLARS
(\$7,917.00) IN UNITED STATES CURRENCY

DEFENDANT

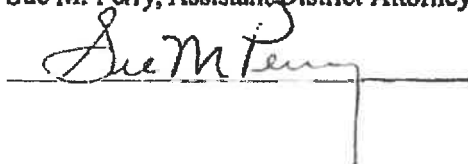
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Seven Thousand Nine Hundred Seventeen Dollars United States Currency seized from Kerisha Keiara Jones by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld after a hearing on the matter. Eighty percent, Six Thousand Three Hundred Thirty Three Dollars and Sixty Cents (\$6,333.60) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Thousand Five Hundred Eighty Three Dollars and Forty Cents (\$1,583.40), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of December, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 20-3855

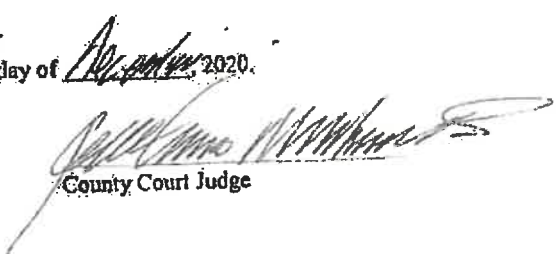
SEVEN HUNDRED EIGHT DOLLARS
(\$708.00) IN UNITED STATES CURRENCY

DEFENDANT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Seven Hundred Eight Dollars (\$708.00) United States Currency seized from Adrian Jarrod Darnell Hawkins by the Jackson Police Department, Narcotics Division, pursuant to Miss. Code Ann. 41-29-153(a)(4) and 41-29-153(a)(5), is upheld for failure of Adrian Jarrod Darnell Hawkins to file an answer with this court after proper service of process was made on November 9, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Five Hundred Sixty Six Dollars and Forty Cents (\$566.40) United States Currency is therefore forfeited to the seizing agency, Jackson Police Department, Narcotics Division, to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Forty One Dollars and Sixty Cents (\$141.60) United States Currency, of said funds are to be paid by the Jackson Police Department, Narcotics Division, to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 14th day of December, 2020.


County Court Judge

Prepared By:


Sue M. Perry, Assistant District Attorney

4/15/2021 Entered @ MBSN
Site

**IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**CITY OF JACKSON, MISSISSIPPI
JACKSON POLICE DEPARTMENT,
NARCOTICS DIVISION
BLACK 2012 MERCEDES BENZ E350
VIN#WDDHFSKB8CA548166, PAPER TAG
NUMBER 69458V8 AND THREE THOUSAND
THREE HUNDRED NINE DOLLARS (\$3,309.00)
UNITED STATES CURRENCY**

PETITIONER

VS.

CAUSE NO: 20-1916

BRODERICK AMBROSIA DYSON

RESPONDENT

AND

SHAMEKA CAVETT

RESPONDENT

ORDER

THIS MATTER, having come before the Court for a hearing on the merits, and the Court having heard the testimony of the witnesses, reviewed relevant evidence submitted by the parties, and heard arguments of counsel for the parties finds as follows:

1. That on or about April 16, 2020, Respondent Broderick Dyson (now deceased), was operating a 2012 Mercedes Benz E-350, in the vicinity of Williamson and Peters Street in Jackson, Mississippi. That Respondent Broderick Dyson was stopped, by a Detective with the City of Jackson Police Department, Narcotics Division, for failing to stop at a stop sign.

2. That upon being stopped, Respondent Broderick Dyson, opened the driver's side door of the 2012 Mercedes Benz E-350, and the Detective saw a weapon and a bag of a green leafy substance believed to be marijuana.

3. That during a subsequent inventory of the vehicle that Respondent Broderick Dyson was operating, additional marijuana, several white pills believed to be oxycodone and United States Currency in the amount of \$3,309.00, was also discovered.

4. That Respondent Broderick Dyson was transported to the Jackson Police Department Headquarters where he was read his Miranda Rights and where he further provided the Petitioner with a video recording acknowledging that the weapon, drugs, and cash found in the 2012 Mercedes Benz E-350 was his property.

5. That on April 16, 2020, the Jackson Police Department, Narcotics Division, presented Respondent Broderick Dyson with a Notice of Intention to Forfeit Seized Property. Respondent Broderick Dyson refused to sign the Notice of Intention to Forfeit Seized Property.

6. That on April 18, 2020, a Hinds County Circuit Court Judge signed a Seizure Warrant herein wherein the Petitioner sought the forfeiture of the cash seized from Respondent Broderick Dyson in the amount of \$3,309.00, and the 2012 Mercedes Benz E-350 herein, pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29-153 (a) (4) of the Mississippi Code of 1972.

7. That at the hearing in this matter, Respondent Shameka Cavett offered testimony and evidence that she purchased the 2012 Mercedes Benz E-350 herein, and that she was the lawful owner of the 2012 Mercedes Benz E-350 herein.

8. That in the video recording, introduced as evidence at the hearing of this matter, Respondent Broderick Dyson, (now deceased), states that he purchase the 2012 Mercedes Benz E-350 herein, and further claimed ownership of the 2012 Mercedes Benz E-350 herein.

9. That the Mississippi Supreme Court has adopted a test to determine the lawfulness of forfeitures. *One (1) Charter Arms, Bulldog 44 Special, Serial No. 794774 v. State ex rel. Moore, 721 So. 2d 620 (Miss. 1998)*

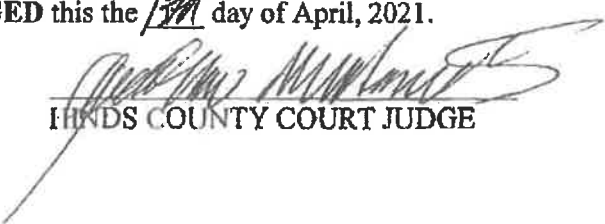
10. That the foregoing test combines a three-pronged instrumentality test with a proportionality review when determining whether forfeiture is proper and further analyzes the four following elements (1) the nexus between the offense and the property and the extent of the property's role in the offense, (2) the role and culpability of the owner, (3) the possibility of separating the offending property from the remainder, and (4) whether, after a review of all relevant facts, forfeiture would divests the owner of property which has a value that is grossly disproportionate to the crime or grossly disproportionate to the culpability of the owner.

11. That the standard of proof placed upon the Petitioner in regard to property subject to forfeiture is a preponderance of the evidence. *MCA § 41-29-179 (2) Rev. 2013.*

12. That the Court finds that the Petitioner has meet its burden of proof, by a preponderance of the evidence, on all four factors regarding the United States Currency herein in the amount of \$3,309.00, and said United States Currency herein, and in the amount of \$3, 309.00, hereby forfeited to the Petitioner pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29- 153 (a) (4) of the Mississippi Code of 1972.

13. That the Courts finds that the Petitioner has failed to meet its burden, by a preponderance of the evidence, of establishing that Respondent Broderick Dyson was the sole and lawful owner of the 2012 Mercedes Benz E-350 herein, and further finds that the 2012 Mercedes Benz E-350 herein, is not subject to forfeiture pursuant to MCA § 41-29-153 (a) (7) and 41-29- 153 (a) (4) of the Mississippi Code of 1972, and shall be returned to Respondent Shameka Cavett.

SO ORDERED AND ADJUDGED this the 13th day of April, 2021.


HINDS COUNTY COURT JUDGE

**IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI
JACKSON POLICE DEPARTMENT,
NARCOTICS DIVISION**

PLAINTIFF

VS.

CAUSE NO.:20-cv-02945

**FIVE THOUSAND SIX HUNDRED
NINETY DOLLARS (\$5, 690.00) IN UNITED STATES
CURRENCY**

DEFENDANT

AND

DEONTA MILLER

RESPONDENT

ORDER

THIS MATTER, having come before the Court for a hearing on the merits, and the Court having heard the testimony of the witnesses, reviewed relevant evidence submitted by the parties, and heard arguments of counsel for the parties, finds as follow:

1. That on August 5, 2020, several Detectives with the City of Jackson, Mississippi Police Department, Narcotics Division, were conducting an investigation into the delivery, sale and storing of controlled substances at 5135 Shirlwood Drive, Jackson, Mississippi.

2. That while conducting surveillance at 5135 Shirlwood Drive, the Detectives noticed that a package was being delivered at this location. In addition, the Detectives

noticed an individual, who was initially identified as a black male come out of the home located at 5145 Shirlwood Drive, Jackson, Mississippi, to retrieve the package. That upon noticing the presence of the police officers, the individual, who the Detective identified as a black male, fled back into the residence at 5145 Shirlwood Drive, Jackson, Mississippi, according to testimony of the Detective.

3. At that time, the Detectives, who were currently surveilling the residence at 5135 Shirlwood Drive, Jackson, Mississippi, went to 5145 Shirlwood Drive, Jackson, Mississippi, and held a perimeter check until a search warrant was received for the residence at 5145 Shirlwood Drive, Jackson, Mississippi.

4. That after interviewing the homeowner at 5135 Shirlwood Drive, Jackson, Mississippi, and receiving a positive alert on the package that the individual identified as a black male attempted to retrieve from 5135 Shirlwood Drive, Jackson, Mississippi, the Detectives, pursuant to a voluntary consent, executed a search of the residence located at 5135 Shirlwood Drive, Jackson, Mississippi, and pursuant to a Search Warrant, executed a search of the residence located at 5145 Shirlwood Drive, Jackson, Mississippi.

5. That the individual, previously identified as the black male, who attempted to retrieve the package from 5135 Shirlwood Drive, Jackson, Mississippi, was found at the 5145 Shirlwood Drive, Jackson, Mississippi, residence and further identified as the Respondent, Deonta Miller. That also present, and arrested, from the 5145 Shirlwood Drive, Jackson, Mississippi, residence was an individual identified as Valarie Washington.

6. That pursuant to the Search Warrant executed at 5145 Shirlwood Drive, Jackson, Mississippi, the Detectives retrieved several boxes, similar to the packed delivered to 5135 Shirlwood Drive, Jackson, Mississippi, that contained what was believed to be large

amounts of marijuana, three (3) weapons, several stolen vehicles, a pill bottle, shipping labels and some United States Mail.

7. That upon being arrested and transported to the Jackson Police Department for an interview, Respondent Deonta Miller was subsequently charged with the offenses of Aggravated Trafficking of Marijuana, *with intent*, while in possession of a firearm within 1500 feet of a school and a Convicted Felon in Possession of a Firearm. In addition, Respondent Deonta Miller was also in possession of United States Currency in the amount of \$5,696.00, in various denominations.

8. That on August 5, 2020, the Jackson Police Department, Narcotics Division, presented Respondent Deonta Miller with a Notice of Intention to Forfeit Seized Property. On August 5, 2020, Respondent Deonta Miller signed the Notice of Intention to Forfeit Seized Property. That on August 10, 2020, a Seizure Warrant was executed for the forfeiture of the cash seized from Respondent Deonta Miller in the amount of \$5,696.00, pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29-153 (a) (4) of the Mississippi Code of 1972.

9. That at the hearing in this matter, the Petitioner introduced evidence establishing that the substance believed to be Marijuana and/or other controlled substances, that was recovered from Respondent Deonta Miller's residence, was in fact marijuana in the amount of 3,400.00 grams for Exhibit 6, marijuana in the amount of 2.91 grams for Exhibit 16(a), marijuana in the amount of 0.36 grams for Exhibit 16(b) and (6 gummies "strawberry") that contained delta-9-tetrahydrocannabinol for Exhibit 16(c).

10. That the Respondent's defense herein centered on whether or not the search of his residence was lawful. That the Constitutions of the United States and of the State of

Mississippi bar unreasonable searches and seizures. That absent exigent circumstances, any law enforcement entry into an individual's home or place of residence always requires a warrant or the free and voluntary consent of the individual in control of the property. That to obtain a search warrant, law enforcement must first prove to a judge or magistrate that probable cause exist that evidence of a crime will be found in the location the warrant seeks to search. That the evidence before this Court established that the Detectives herein had probable cause to seek the issuance of a Search Warrant for the Respondent's residence herein, and further finds the Respondent's argument, that the search of his residence was unlawful, is without merit.

11. That the Mississippi Supreme Court has adopted a test to determine the lawfulness of forfeitures. *One (1) Charter Arms, Bulldog 44 Special, Serial No. 794774 v. State ex rel. Moore*, 721 So. 2d 620 (Miss. 1998)

12. That the foregoing test combines a three-pronged instrumentality test with a proportionality review when determining whether forfeiture is proper and further analyzes the four following elements (1) the nexus between the offense and the property and the extent of the property's role in the offense, (2) the role and culpability of the owner, (3) the possibility of separating the offending property from the remainder, and (4) whether, after a review of all relevant facts, forfeiture would divests the owner of property which has a value that is grossly disproportionate to the crime or grossly disproportionate to the culpability of the owner.

13. That the standard of proof placed upon the Petitioner in regard to property subject to forfeiture is a preponderance of the evidence. *MCA § 41-29-179 (2) Rev. 2013*. That the Court finds that the Petitioner has meet its burden of proof, by a preponderance of

the evidence, on all four factors regarding the United States Currency herein in the amount of \$5,696.00, and said United States Currency herein, in the amount of \$5,696.00, is hereby forfeited to the Petitioner pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29-153 (a) (4) of the Mississippi Code of 1972.

SO ORDERED AND ADJUDGED this the ~~24~~ day of June, 2021.


HINDS COUNTY COURT JUDGE

**IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI
JACKSON POLICE DEPARTMENT,
NARCOTICS DIVISION**

PLAINTIFF

VS.

CAUSE NO.:20-cv-3494

**TWENTY SEVEN THOUSAND THREE HUNDRED
NINETY DOLLARS (\$27, 390.00) IN UNITED STATES
CURRENCY AND A 2004 SILVER HONDA ACCORD,
TAG NUMBER HND 9248, VIN NUMBER
1HGCM563X4133446**

DEFENDANT

AND

STEVEN Q. BARNES

RESPONDENT

ORDER

THIS MATTER, having come before the Court for a hearing on the merits, and the Court having heard the testimony of the witnesses, reviewed relevant evidence submitted by the parties, and heard arguments of counsel for the parties, finds as follows:

1. That on September 20, 2020, Respondent Steven Q. Barnes was operating a 2004 Honda Accord vehicle on Highway 80 within the city limits of Jackson, Mississippi. That Respondent Steven Q. Barnes was stopped, by a Detective with the City of Jackson Police Department, Narcotics Division, for careless driving.

2. That after being stopped by the Detective, the Detective noticed the strong smell of what he believed to be marijuana and further noticed a weapon in the driver side door handle of the 2004 Honda Accord. In addition, the Detective noticed a second weapon

under the leg of a passenger in the 2004 Honda Accord. That after being taken into custody, Respondent Steven Q. Barnes, in response to being questioned by the Detective, informed the Detective that he was in possession of additional marijuana inside of a duffle bag on the back seat of the 2004 Honda Accord.

3. That in addition to the discovery of what was believed to be marijuana, the Detective also recovered two (2) additional weapons from the 2004 Honda Accord, a box of clear plastic sandwich bags, a digital scale and six (6) blue pills inscribed as R031 (Alprazolam). That upon being arrested for Possession of Controlled Substances, *With Intent*, while in Possession of a Firearm, Respondent Steven Q. Barnes was also found in possession of United States Currency in the amount of \$27, 390.00, in various denominations.

4. That on September 20, 2020, the Jackson Police Department, Narcotics Division, presented Respondent Steven Q. Barnes with a Notice of Intention to Forfeit Seized Property. On September 20, 2020, Respondent Steven Q. Barnes signed the Notice of Intention to Forfeit Seized Property.

5. That on September 21, 2020, a Seizure Warrant was executed for the forfeiture of the 2004 Honda Accord being operated by Respondent Steven Q. Barnes, and for the United States Currency seized from Respondent Steven Q. Barnes in the amount of \$27, 390.00, pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29- 153 (a) (4) of the Mississippi Code of 1972.

6. That at the hearing in this matter, the Petitioner introduced evidence establishing that the substance believed to be marijuana, that was recovered from the Honda

Accord that Respondent Steven Q. Barnes was operating, was in fact marijuana in the amount of 30.48 grams and that the six (tablets printed "R031") contained Alprazolam.

7. That Respondent Steven Q. Barnes denied that the United States Currency in the amount of \$27, 390.00, was derived from the sale of any controlled substances, and further testified that the United States Currency, in the amount of \$27, 390.00, was derived from his employment with the Blue Beacon Car Wash. That Respondent Steven Q. Barnes introduced a 2017 Income Tax Return in support of his testimony that the United States Currency herein was not derived from the sale of a controlled substance.

8. That the Mississippi Supreme Court has adopted a test to determine the lawfulness of forfeitures. *One (1) Charter Arms, Bulldog 44 Special, Serial No. 794774 v. State ex rel. Moore, 721 So. 2d 620 (Miss. 1998).*

9. That the foregoing test combines a three-pronged instrumentality test with a proportionality review when determining whether forfeiture is proper and further analyzes the four following elements (1) the nexus between the offense and the property and the extent of the property's role in the offense, (2) the role and culpability of the owner, (3) the possibility of separating the offending property from the remainder, and (4) whether, after a review of all relevant facts, forfeiture would divests the owner of property which has a value that is grossly disproportionate to the crime or grossly disproportionate to the culpability of the owner.

10. That the standard of proof placed upon the Petitioner in regard to property subject to forfeiture is a preponderance of the evidence. *MCA § 41-29-179 (2) Rev. 2013.* That the Court, after reviewing all relevant facts and analyzing the *Charter Arms* factors, finds that forfeiture of the total amount of the United States Currency herein, in the amount

of \$27,390.00, would divest the owner of property that would be grossly disproportionate to the crime herein. As such, a total of \$15,390.00, is hereby forfeited to the Petitioner pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29-153 (a) (4) of the Mississippi Code of 1972, and the remainder of the United States Currency herein, in the amount of \$12,000.00, shall be returned to Respondent Seven Q. Barnes.

11. That the 2004 Honda Accord has been returned to the Respondent and/or his father and is not subject to these forfeiture proceedings.

SO ORDERED AND ADJUDGED this the 24th day of June, 2021.


HINDS COUNTY COURT JUDGE

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

CIVIL ACTION NO.: 21-685

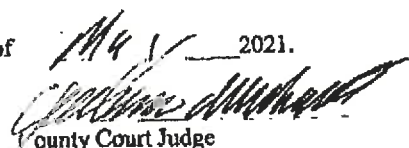
FOUR THOUSAND TWO HUNDRED FIVE DOLLARS
(\$4,205.00) IN UNITED STATES CURRENCY

DEFENDANT

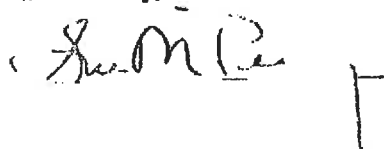
ORDER UPHOLDING FORFEITURE

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Four Thousand Two Hundred Five Dollars (\$4,205.00) U.S. Currency, seized from Damian Foster by the City of Jackson, Mississippi Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Damian Foster to file a response with this Court after personal service of process was made on March 23, 2021. Eighty percent of the currency, Three Thousand Three Hundred Sixty Four Dollars (\$3,364.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent of the currency, Eight Hundred Forty One Dollars (\$841.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 4th day of May 2021.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



**IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**CITY OF JACKSON, MISSISSIPPI
JACKSON POLICE DEPARTMENT,
NARCOTICS DIVISION.
FIVE THOUSAND SEVEN HUNDRED TWENTY
FIVE DOLLARS (\$5, 725.00)
UNITED STATES CURRENCY**

PETITIONER

VS.

CAUSE NO: 20-2751

JOHN JAROD HORTON

RESPONDENT

ORDER

THIS MATTER, having come before the Court for a hearing on the merits, and the Court having heard the testimony of the witnesses, reviewed relevant evidence submitted by the parties, and heard arguments of counsel for the parties, finds as follows:

1. That on July 16, 2020, Respondent John Jarod Horton was operating a Honda Accord vehicle on Northside Drive within the city limits of Jackson, Mississippi. That Respondent John Jarod Horton was stopped, by a Detective with the City of Jackson Police Department, Narcotics Division, for having tint on the front windshield of the Honda Accord that he was operating.

2. That after being stopped by the Detective, Respondent John Jarod Horton, in response to being questioned by the Detective, informed the Detective that he was in possession of a firearm and "that there was marijuana in a shoe box behind the passenger seat."

3. That the Detective recovered the shoe box which contained multiple clear bags, a digital scale and four clear bags of a substance believed to be marijuana. That upon

being arrested for Possession of Marijuana with a Firearm, the Respondent John Jarod Horton was also in possession, within the console of the Honda Accord, United States Currency in the amount of \$5, 725.00, in various denominations.

4. That on July 16, 2020, the Jackson Police Department, Narcotics Division, presented Respondent John Jarod Horton with a Notice of Intention to Forfeit Seized Property. On July 16, 2020, Respondent John Jarod Horton signed the Notice of Intention to Forfeit Seized Property.

5. That on July 17, 2020, a Seizure Warrant was executed for the forfeiture of the cash seized from Respondent John Jarod Horton in the amount of \$5, 725.00, pursuant to MCA § 41-29-153 (a) (7) and MCA § 41-29- 153 (a) (4) of the Mississippi Code of 1972.

6. That at the hearing in this matter, the Petitioner introduced evidence establishing that the substance believed to be Marijuana, that was recovered from the Honda Accord that Respondent John Jarod Horton was operating, was in fact Marijuana in the amount of 97.84 grams. That Respondent John Jarod Horton testified that the Marijuana belonged to his brother, whom he alleges to have utilized his vehicle at some point, and that the United States Currency was from a personal injury settlement from June of 2020.

7. That the Mississippi Supreme Court has adopted a test to determine the lawfulness of forfeitures. *One (1) Charter Arms, Bulldog 44 Special, Serial No. 794774 v. State ex rel. Moore*, 721 So. 2d 620 (Miss. 1998)

8. That the foregoing test combines a three-pronged instrumentality test with a proportionality review when determining whether forfeiture is proper and further analyzes the four following elements (1) the nexus between the offense and the property and the extent of the property's role in the offense, (2) the role and culpability of the owner, (3) the

possibility of separating the offending property from the remainder, and (4) whether, after a review of all relevant facts, forfeiture would divests the owner of property which has a value that is grossly disproportionate to the crime or grossly disproportionate to the culpability of the owner.

9. That the Court finds that the only factor, possibly at issue in these proceedings, is "whether there is a possibility of separating the offending property from the remainder." That because the Respondent, John Jarod Horton, was found in possession of a firearm, multiple clear bags, a digital scale, four clear bags of Marijuana in the amount of 97.84 grams, and United States Currency in denominations indicative of the illegal sale of a controlled substance, the Court finds it quite difficult, if not impossible, to separate the offending property herein from the United States Currency in the amount of \$5, 725.00.

10. That the standard of proof placed upon the Petitioner in regard to property subject to forfeiture is a preponderance of the evidence. *MCA § 41-29-179 (2) Rev. 2013*. That the Court finds that the Petitioner has meet its burden of proof, by a preponderance of the evidence, on all four factors regarding the United States Currency herein in the amount of \$5,725.00, and said United States Currency herein, in the amount of \$5, 725.00, is hereby forfeited to the Petitioner pursuant to *MCA § 41-29-153 (a) (7)* and *MCA § 41-29- 153 (a) (4)* of the Mississippi Code of 1972.

SO ORDERED AND ADJUDGED this the ~~35th~~ day of May, 2021.


HINDS COUNTY COURT JUDGE

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.
TWO THOUSAND TWO HUNDRED FIFTY THREE DOLLARS
(\$2,253.00) IN UNITED STATES CURRENCY

NO. 21-1130

DEFENDANT

DEFAULT JUDGMENT

THIS CAUSE having come before the Court on Motion of Plaintiff State of Mississippi, Jackson Police Department, Narcotics Division, by counsel, pursuant to Miss. R. Civ. P. 55, for a Default Judgment against the Owners and/or Persons in possession of Two Thousand Two Hundred Fifty Three Dollars (\$2,253.00) U.S. Currency, Respondent Quinterius Lavashun Hayes, for his failure to answer or otherwise defend as to Plaintiff's Petition for Forfeiture, and the Clerk's Docket Entry of Default having been properly entered against said Respondent on June 17, 2021.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff does have final judgment against Respondent Quinterius Lavashun Hayes, and further the Court enters an Order granting the forfeiture of Two Thousand Two Hundred Fifty Three Dollars (\$2,253.00) U.S. Currency to the State of Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. It is further ordered that Twenty Percent of the forfeited funds, Four Hundred Fifty Dollars and Sixty Cents (\$450.60), be paid to the Hinds County District Attorney for legal services provided in this matter.

THIS the 17th day of June, 2021.


County Court Judge

Prepared and Submitted by:


Sue M. Perry
Assistant District Attorney

FORFEITED AND SEIZED PROPERTY REPORTS ANALYSIS

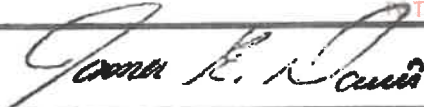
To: **Jillian Caldwell, Finance Manager**
Carmen R. Jones, Asst. Finance Mgr.

Jul - Nov 2020

Date	Description	Forfeited	JPD	DA	Non-cash property to JPD
16-Jul-20	Brandon Martez Williams	\$3,205.00	\$2,564.00	\$ 641.00	
17-Jul-20	Kentarius Dejuan Nelson	\$1,110.00	\$888.00	\$ 222.00	
	Tristan Romeon Harris	\$534.00	\$427.20	\$ 106.80	
	Thomas Deshae Chandler	\$915.00	\$732.00	\$ 183.00	
	David Dntriell Barber	\$1,878.00	\$1,502.40	\$ 375.60	
29-Jul-20	James Earl Arnold	\$1,107.00	\$885.60	\$ 221.40	
	Elijah Terrell Dixon	\$552.00	\$441.60	\$ 110.40	
12-Aug-20	Sentrell Kelly	\$2,407.73	\$1,926.18	\$ 481.55	
	Termaine Montrell Gill	\$2,044.00	\$1,635.20	\$ 408.80	
19-Aug-20	Felix Marquais Stapelton	\$844.00	\$675.20	\$ 168.80	
25-Sep-20	Quidarius Montreal Washington	\$1,245.00	\$996.00	\$ 249.00	2007 Red Pontiac Grand Prix
	Malik Codarius McGowan-Horton	\$1,399.00	\$1,118.20	\$ 279.80	
	Deonta Miller	\$5,696.00	\$4,556.80	\$ 1,139.20	
	Algemon Keir Hicks	\$1,025.00	\$820.00	\$ 205.00	
12-Oct-20	Kendrix Latrell Lyles	\$5,015.00	\$4,012.00	\$ 1,003.00	
	Eric Weston	\$1,807.00	\$1,445.60	\$ 361.40	2009 Black Dodge Charger
4-Nov-20	Avery Kenyatta Mason	\$810.00	\$648.00	\$ 162.00	
6-Nov-20	Tijahl Labastian Cowart	\$1,010.00	\$808.00	\$ 202.00	
17-Nov-20	Taurean Rhosean Tucker	\$7,053.00	\$5,642.40	\$ 1,410.60	
23-Nov-20	Charles Shoemate	\$4,696.00	\$3,756.80	\$ 939.20	
		\$44,352.73	\$35,482.18	\$ 8,870.55	-

Please make the following entry to record proceeds of forfeitures.

	DR	CR
078-2142 Narcotics Evidence Escrow	\$ 35,482.18	
002-5475 Proceeds of Forfeitures		\$(35,482.18)
TOTALS	\$ 35,482.18	\$(35,482.18)



 James E. Davis, Chief of Police

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Three Thousand Two Hundred Five Dollars (\$3,205.00) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-1779

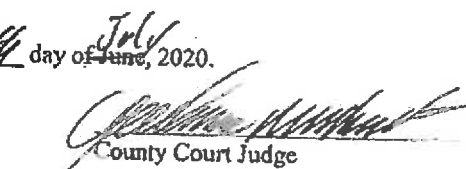
BRANDON MARTEZ WILLIAMS

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Three Thousand Two Hundred Five Dollars (\$3,205.00) United States Currency seized from Brandon Martez Williams by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153(a)(7), is upheld for failure of Respondent Brandon Martez Williams to file an answer with this court after proper service of process was made on May 18, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, of the U.S. Currency, Two Thousand Five Hundred Sixty Four Dollars (\$2,564.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Six Hundred Forty One Dollars (\$641.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 16th day of July, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand One Hundred Ten Dollars (\$1,110.00) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-1778

KENTARIUS DEJUAN NELSON

RESPONDENT

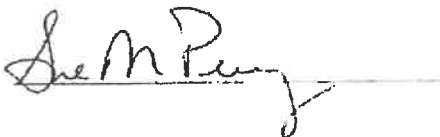
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand One Hundred Ten Dollars (\$1,110.00) United States Currency seized from Kentarius Dejuan Nelson by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153(a)(7), is upheld for failure of Respondent Kentarius Dejuan Nelson to file an answer with this court after proper service of process was made on May 18, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, of the U.S. Currency, Eight Hundred Eighty Eight Dollars (\$888.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Twenty Two Dollars (\$222.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 16th day of July, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Five Hundred Thirty Four Dollars (\$534.00) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-1776

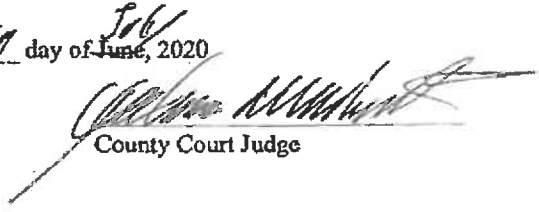
TRISTAN ROMEON HARRIS

RESPONDENT

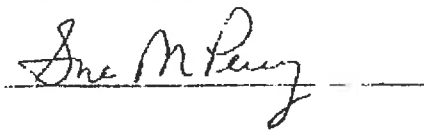
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Five Hundred Thirty Four Dollars (\$534.00) United States Currency seized from Tristan Romeon Harris by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153(a)(7), is upheld for failure of Respondent Tristan Romeon Harris to file an answer with this court after proper service of process was made on May 18, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, of the U.S. Currency, Four Hundred Twenty Seven Dollars and Twenty Cents (\$427.20) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Six Dollars and Eighty Cents (\$106.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 16th day of June, 2020


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Nine Hundred Fifteen Dollars (\$915.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-2308

THOMAS DESHAE CHANDLER

RESPONDENT

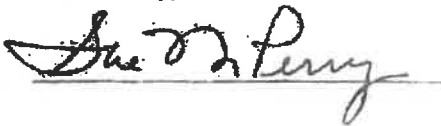
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Nine Hundred Fifteen Dollars (\$915.00) United States Currency seized from Thomas Deshae Chandler by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent, Thomas Deshae Chandler, to file an answer with this court after proper service of process was made via personal service on June 11, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Seven Hundred Thirty Two Dollars (\$732.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Eighty Three Dollars (\$183.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 16th day of July, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Eight Hundred Seventy Eight Dollars (\$1,878.00) United States Currency
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT PETITIONER

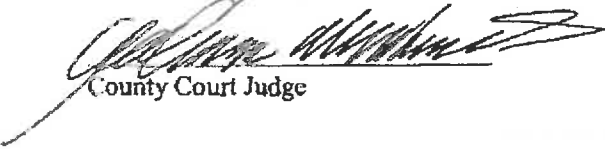
V. NO. 20-1913

DAVID ANTRIELL BARBER RESPONDENT

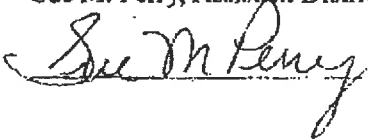
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Eight Hundred Seventy Eight Dollars United States Currency seized from David Antriell Barber by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent David Antriell Barber to file an answer with this court after proper service of process made on May 26, 2020, pursuant to Miss. Code Ann. 41-29-176.I. Eighty percent, One Thousand Five Hundred Two Dollars and Forty Cents (\$1,502.40) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Three Hundred Seventy Five Dollars and Sixty Cents (\$375.60), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 16th day of July, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand One Hundred Seven Dollars (\$1,107.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-1914

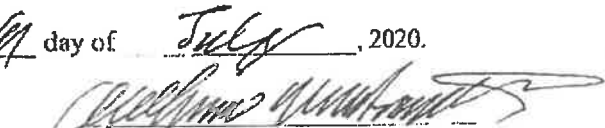
JAMES EARL ARNOLD

RESPONDENT

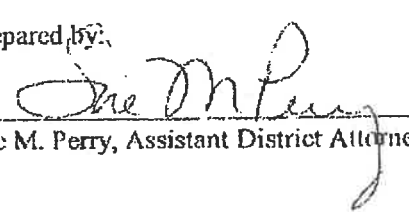
AMENDED ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand One Hundred Seven Dollars (\$1,107.00) United States Currency seized from James Earl Arnold by the City of Jackson, Mississippi, Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent James Earl Arnold to file an answer with this court after proper service of process made on June 12, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Eight Hundred Eighty Five Dollars and Sixty Cents (\$885.60) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Twenty One Dollars and Forty Cents (\$221.40), of said funds are to be paid by the City of Jackson, Mississippi, Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 29th day of July, 2020.


County Court Judge

Prepared by:


Sue M. Perry, Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Five Hundred Fifty Two Dollars (\$552.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 20-2309

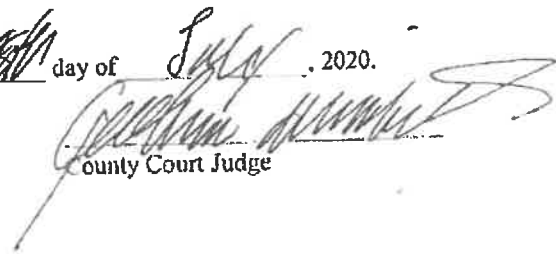
ELIJAH TERRELL DIXON

RESPONDENT

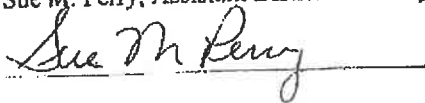
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Five Hundred Fifty Two Dollars (\$552.00) United States Currency seized from Elijah Terrell Dixon on June 3, 2020 by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Elijah Terrell Dixon to file an answer with this court after proper service of process made on June 17, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Four Hundred Forty One Dollars and Sixty Cents (\$441.60), of the said Five Hundred Fifty Two Dollars (\$552.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Ten Dollars and Forty Cents (\$110.40), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 28th day of July, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney


Sue M. Perry

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Two Thousand Four Hundred Seven Dollars and Seventy Three Cents (\$2,407.73) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-2522

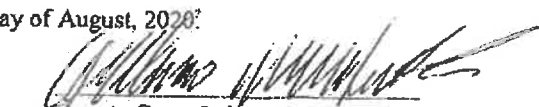
SENTRELL KELLY

RESPONDENT

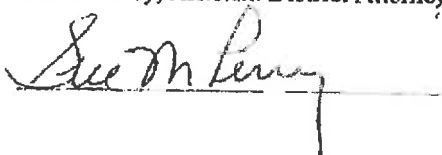
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Two Thousand Four Hundred Seven Dollars and Seventy Three Cents (\$2,407.³~~73~~) United States Currency seized from Sentrell Kelly by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153(a)(7), is upheld for failure of Respondent Sentrell Kelly to file an answer with this court after proper service of process was made on July 1, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, of the U.S. Currency, One Thousand Nine Hundred Twenty Six Dollars and Eighteen Cents (\$1,926.18) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Four Hundred Eighty One Dollars and Fifty Five Cents (\$481.55), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 10th day of August, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

v.

NO. 20-2543

TWO THOUSAND FORTY FOUR DOLLARS
(\$2,044.00) IN UNITED STATES CURRENCY

DEFENDANT

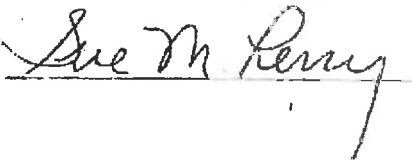
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Two Thousand Forty Four Dollars (\$2,044.00) United States Currency seized from Tremaine Montrell Gill by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153(a)(7), is upheld for failure of Tremaine Montrell Gill to file an answer with this court after proper service of process was made on July 6, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, of the U.S. Currency, One Thousand Six Hundred Thirty Five Dollars and Twenty Cents (\$1,635.20) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Four Hundred Eight Dollars and Eighty Cents (\$408.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 10th day of August, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Eight Hundred Forty Four Dollars (\$844.00) United States Currency
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 20-2593

FELIX MARQUAIS STAPELON

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Eight Hundred Forty Four Dollars (\$844.00) United States Currency seized from Felix Marquais Stapelon by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Felix Marquais Stapelon to file an answer with this court after proper service of process made on July 14, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Nine Hundred Six Dollars (\$675.20) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Sixty Eight Dollars and Eighty Cents (\$168.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 18th day of August, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Red 2007 Pontiac Grand Prix, VIN#2G2WP552571110204, Tag Number HNT2107 and
One Thousand Two Hundred Forty Five Dollars (\$1,245.00) United States Currency

CITY OF JACKSON, MISSISSIPPI-POLICE DEPARTMENT PETITIONER

V. NO. 20-2753

QUINDARIUS MONTREAL WASHINGTON RESPONDENT

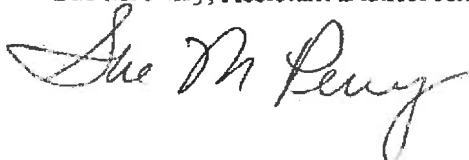
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Red 2007 Pontiac Grand Prix, VIN#2G2WP552571110204, Tag Number HNT2107 and One Thousand Two Hundred Forty Five Dollars (\$1,245.00) United States Currency seized from Quindarius Montreal Washington on July 14, 2020 by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Quindarius Montreal Washington to file an answer with this court after proper service of process made on July 30, 2020, pursuant to Miss. Code Ann. 41-29-153(a)(4) and 41-29-153(a)(7). Eighty percent, Nine Hundred Ninety Six Dollars(\$,996.00), of the said One Thousand Two Hundred Forty Five Dollars (\$1,245.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Forty Nine Dollars (\$249.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 24th day of September, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Three Hundred Ninety Nine Dollars (\$1,399.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 20-2827

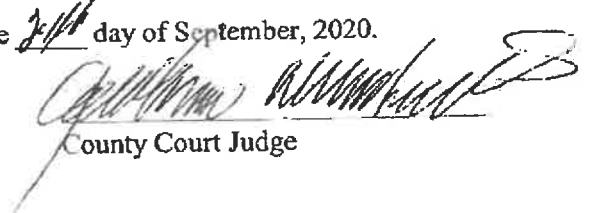
MALIK CODARIUS MCGOWAN-HORTON

RESPONDENT

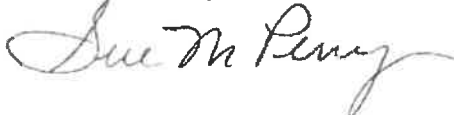
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Three Hundred Ninety Nine Dollars (\$1,399.00) United States Currency seized from Malik Codarius McGowan-Horton on July 19, 2020 by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Malik Codarius McGowan-Horton to file an answer with this court after proper service of process made on August 4, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand One Hundred Nineteen Dollars and Twenty Cents (\$1,119.20), of the said One Thousand Three Hundred Nine Dollars (\$1,399.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Seventy Nine Dollars and Eighty Cents (\$279.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 24th day of September, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 20-2945

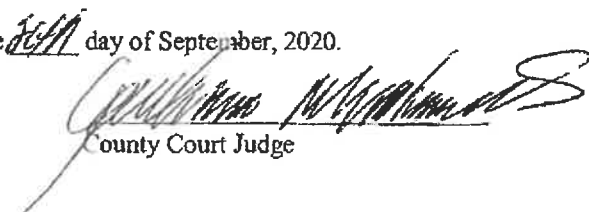
FIVE THOUSAND SIX HUNDRED NINETY SIX DOLLARS
(\$5,696.00) IN UNITED STATES CURRENCY

RESPONDENT

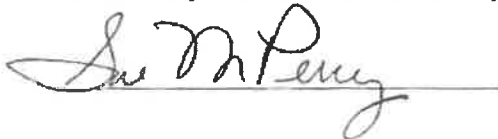
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Five Thousand Six Hundred Ninety Six Dollars (\$5,696.00) United States Currency seized from Deonta Miller on August 5, 2020 by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Deonta Miller to file an answer with this court after proper service of process made on August 13, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Four Thousand Five Hundred Fifty Six Dollars and Eighty Cents (\$4,556.80), of the said Five Thousand Six Hundred Ninety Six Dollars (\$5,696.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Thousand One Hundred Thirty Nine Dollars and Twenty Cents (\$1,139.20), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 24th day of September, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Twenty Five Dollars (\$1,025.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 20-2826

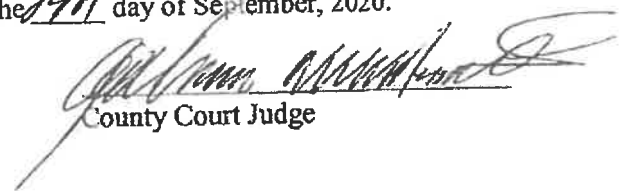
ALGERNON KEIR HICKS

RESPONDENT

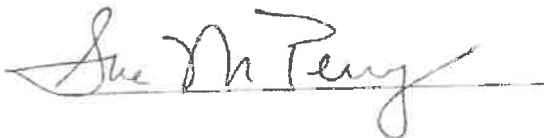
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Twenty Five Dollars (\$1,025.00) United States Currency seized from Algernon Keir Hicks on July 28, 2020 by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Algernon Keir Hicks to file an answer with this court after proper service of process made on August 4, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Eight Hundred Twenty Dollars (\$820.00), of the said One Thousand Twenty Five Dollars (\$1,025.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Five Dollars (\$205.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 24th day of September, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

V.

CIVIL CASE NO. 20-3068

FIVE THOUSAND FIFTEEN DOLLARS
(\$5,015.00) IN UNITED STATES CURRENCY

DEFENDANT

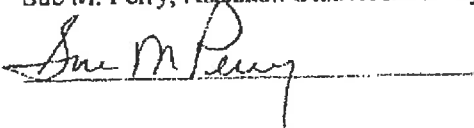
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Five Thousand Fifteen Dollars United States Currency seized from Kendrix Latrell Lyles by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Kendrix Latrell Lyles to file an answer with this court after proper service of process made on August 31, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Four Thousand Twelve Dollars (\$4,012.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Thousand Three Dollars (\$1,003.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 12th day of October, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Black 2009 Dodge Charger, Tag Number HNLS400, VIN Number 2B3KA43T39H597562
One Thousand Eight Hundred Seven Dollars (\$1,807.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-610

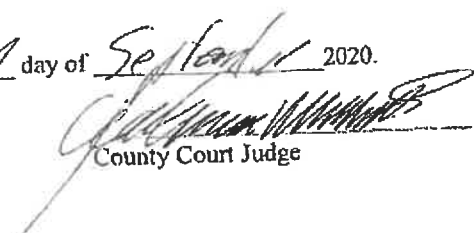
ERIC WESTON

RESPONDENT

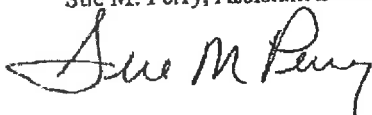
ORDER UPHOLDING AND DENYING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of a Black 2009 Dodge Charger, Tag Number HNLS400, VIN Number 2B3KA43T39H597562 is hereby denied and must be returned to the owner. The forfeiture of One Thousand Eight Hundred Seven Dollars (\$1,807.00) United States Currency seized from Eric Weston by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld after a hearing on the matter at which time the City of Jackson, Mississippi Police Department showed by a preponderance of evidence that said property is subject to forfeiture, pursuant to Miss. Code Ann. 41-29-177. Eighty percent of the currency, One Thousand Four Hundred Forty Five Dollars and Sixty Cents (\$1,445.60) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent of the currency, Three Hundred Sixty One Dollars and Forty Cents (\$361.40), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 28th day of September 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Eight Hundred Ten Dollars (\$810.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-1268

AVERY KENYATTA MASON

RESPONDENT

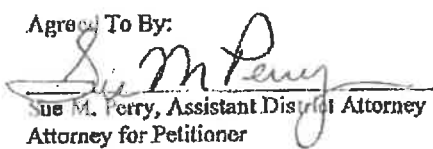
AGREED ORDER FORFEITING SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT, pursuant to an agreement by the State and the Defendant, through his attorney, Rhonda Cooper, that the forfeiture of Eight Hundred Ten Dollars (\$810.00) United States Currency seized from Avery Kenyatta Mason by the City of Jackson, Mississippi, Jackson Police Department on February 20, 2020, pursuant to Miss. Code Ann. 41-29-176.1 is hereby granted. Eighty percent of the U.S. Currency, Six Hundred Forty Eight Dollars (\$648.00) is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Sixty Two Dollars (\$162.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 2nd day of November, 2020.


COUNTY COURT JUDGE

Agreed To By:


Sue M. Perry, Assistant District Attorney
Attorney for Petitioner


Rhonda Cooper
Attorney for Respondent

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

V.

NO. 20-3310

ONE THOUSAND TEN DOLLARS
(\$1,010.00) IN UNITED STATES CURRENCY

DEFENDANT

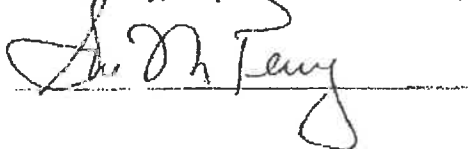
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Ten Dollars (\$1,010.00) United States Currency seized from Tijahl Labastian Cowart by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Tijahl Labastian Cowart to file an answer with this court after proper service of process made via publication on October 1, 2020, October 8, 2020 and October 15, 2020, pursuant to Miss. Code Ann. 41-29-176.1 Eighty percent, Eight Hundred Eight Dollars (\$808.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Two Dollars (\$202.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 5th day of November, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
JACKSON POLICE DEPARTMENT
NARCOTICS DIVISION

PLAINTIFF

V.

CIVIL CASE NO. 20-3068

SEVEN THOUSAND FIFTY THREE DOLLARS
(\$7,053.00) IN UNITED STATES CURRENCY

DEFENDANT

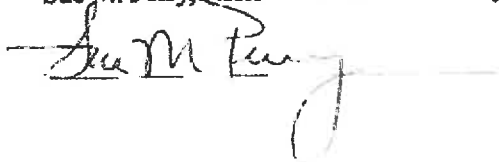
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Seven Thousand Fifty Three Dollars United States Currency seized from Taurean Rhosean Tucker by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Taurean Rhosean Tucker to file an answer with this court after proper service of process made on October 12, 2020, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Five Thousand Six Hundred Forty Two Dollars and Forty Cents (\$5,642.40) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Thousand Four Hundred Ten Dollars and Sixty Cents (\$1,410.60), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 17th day of November, 2020.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Residence located at 1128 Palmyra Street, Jackson, MS 39203
Four Thousand Six Hundred Ninety Six Dollars (\$4,696.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
NARCOTICS DIVISION

PETITIONER

v.

NO. 20-844

CHARLES SHOEMATE

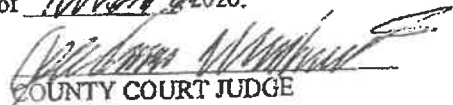
RESPONDENT

AGREED ORDER FORFEITING AND RETURNING SEIZED PROPERTY

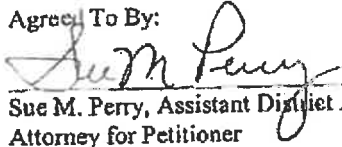
IT IS HEREBY ORDERED BY THE COURT, pursuant to an agreement by the State and the Defendant, that the forfeiture of Four Thousand Six Hundred Ninety Six Dollars (\$4,696.00) United States Currency seized from Charles Shoemate by the City of Jackson, Mississippi, Jackson Police Department on February 7, 2020, pursuant to Miss. Code Ann. 41-29-176.1 is hereby granted. Eighty percent of the U.S. Currency, Three Thousand Seven Hundred Fifty Six Dollars and Eighty Cents (\$3,756.80) is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Nine Hundred Thirty Nine Dollars and Twenty Cents (\$939.20), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.


The residence located at 1128 Palmyra Street, Jackson, MS 39203, pursuant to said agreement, is to be returned to the ownership and control of the Respondent, Charles Shoemate.

ORDERED AND ADJUDGED, this the 16th day of November 2020.


COUNTY COURT JUDGE

Agree To By:


Sue M. Perry, Assistant District Attorney
Attorney for Petitioner


Charles Shoemate
Respondent

FORFEITED AND SEIZED PROPERTY REPORTS ANALYSIS

To: **Jillian Caldwell, Finance Manager**
Carmen R. Jones, Asst. Finance Mgr.

2019

Date	Description	Forefeited	JPD	DA	Prosecutor
28-Feb-19	Jeremy Jamal Booker	\$1,457.00	\$1,165.60	\$ 291.40	
	Rickey Hudson	\$3,266.00	\$2,612.80	\$ 653.20	
	Johnny Earl Thompson, Jr.	\$1,867.00	\$1,493.60	\$ 373.40	
	Antonio Deshun Yates	\$1,399.00	\$1,119.20	\$ 279.80	
	Deangelo Barnes	\$677.66	\$542.13	\$ 135.53	
28-Mar-19	Edward Charles Johnson	\$1,427.00	\$1,141.60	\$ 285.40	
	Daquiri Cowan	\$1,670.00	\$1,336.00	\$ 334.00	
23-May-19	Herman Ray Mack	\$3,884.00	\$3,107.20	\$ 776.80	
	Cory Ledbetter	\$2,371.00	\$1,896.80	\$ 474.20	
	Tijahl Cowart	\$1,655.00	\$1,297.60	\$ 357.40	
17-Jul-19	Serenity Hardwick	\$244.00	\$195.20	\$ 48.80	
	Chase Elliot Jordan	\$800.60	\$640.48	\$ 160.12	
8-Oct-19	Rekedrick Adams	\$1,994.00	\$1,595.20	\$ 398.80	
	Saquinitize Mitchell	\$1,029.00	\$823.20	\$ 205.80	
9-Dec-19	Joseph Sharber	\$4,071.00	\$3,256.80	\$ 814.20	
	Kenzerius Price	\$273.00	\$218.40	\$ 54.60	
	Samantha Wilson	\$3,135.00	\$2,508.00	\$ 627.00	
	Antonio Tillman	\$1,100.00	\$880.00	\$ 220.00	
		\$32,320.26	\$25,829.81	\$ 6,490.45	\$ -

Please make the following entry to record proceeds of forfeitures:

		DR	CR
078-2142	Narcotics Evidence Escrow	\$ 25,829.81	
002-5475	Proceeds of Forfeitures		\$ (25,829.81)
	TOTALS	\$ 25,829.81	\$ (25,829.81)

James E. Davis

James E. Davis, Chief of Police

Prepared by Trivia A. Jones, Fiscal Affairs Division

23-Apr-21

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Four Hundred Fifty Seven Dollars (\$1,457.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 19-147

JEREMY JAMAL BOOKER

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

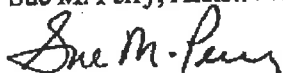
IT IS HERBY ORDERED BY THE COURT that the forfeiture of One Thousand Four Hundred Fifty Seven Dollars (\$1,457.00) United States Currency seized from Jeremy Jamal Booker by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Jeremy Jamal Booker to file an answer with this court after proper service of process made on January 11, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand One Hundred Sixty Five Dollars and Sixty Cents (\$1,165.60) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Ninety One Dollars and Forty Cents (\$291.40), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 28th day of February, 2019.


County Court Judge

Prepared by:

Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Three Thousand Two Hundred Sixty Six Dollars (\$3,266.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 19-104

RICKEY HUDSON

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Three Thousand Two Hundred Sixty Six Dollars (\$3,266.00) United States Currency seized from Rickey Hudson on December 14, 2018 by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Rickey Hudson to file an answer with this court after proper service of process made on January 8, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Two Thousand Six Hundred Twelve Dollars and Eighty Cents (\$2,612.80), of the said Three Thousand Two Hundred Sixty Six Dollars (\$3,266.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Six Hundred Fifty Three Dollars and Twenty Cents (\$653.20), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 20th day of February, 2019.


County Court Judge

Presented By.
Sue M. Perry ADA

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Eight Hundred Sixty Seven Dollars (\$1,867.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 19-138


JOHNNY EARL THOMPSON, JR.

RESPONDENT

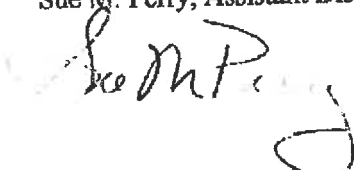
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of One Thousand Eight Hundred Sixty Seven Dollars (\$1,867.00) United States Currency seized from Johnny Earl Thompson, Jr. by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Johnny Earl Thompson, Jr. to file an answer with this court after proper service of process made on January 10, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand Four Hundred Ninety Three Dollars and Sixty Cents (\$1,493.60) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Three Hundred Seventy Three Dollars and Forty Cents (\$373.40), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 28th day of February, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Three Hundred Ninety Nine Dollars (\$1,399.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 19-137

ANTONIO DESHUN YATES

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

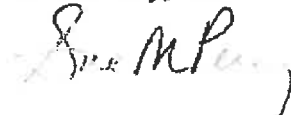
IT IS HERBY ORDERED BY THE COURT that the forfeiture of One Thousand Three Hundred Ninety Nine Dollars (\$1,399.00) United States Currency seized from Antonio Deshun Yates by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Antonio Deshun Yates to file an answer with this court after proper service of process made on January 10, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand One Hundred Nineteen Dollars and Twenty Cents (\$1,119.20) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Seventy Nine Dollars and Eighty Cents (\$279.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 28th day of February, 2019.


County Court Judge

Prepared by:

Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Six Hundred Seventy Seven Dollars and Sixty Six Cents (\$677.66) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 19-255

DEANGELO BARNES

RESPONDENT

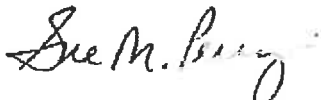
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of Six Hundred Seventy Seven Dollars and Sixty Six Cents (\$677.66) United States Currency seized from Deangelo Barnes by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Deangelo Barnes to file an answer with this court after proper service of process made on January 22, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Five Hundred Forty Two Dollars and Thirteen Cents (\$542.13) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Thirty Five Dollars and Fifty Three Cents (\$135.13), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 28th day of February, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Four Hundred Twenty Seven Dollars (\$1,427.00) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT PETITIONER

V.

NO. 19-412

EDWARD CHARLES JOHNSON

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of One Thousand Four Hundred Twenty Seven Dollars (\$1,427.00) United States Currency seized from Edward Charles Johnson by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Edward Charles Johnson to file an answer with this court after proper service of process made on February 8, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand One Hundred Forty One Dollars and Sixty Cents (\$1,141.60) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Eighty Five Dollars and Forty Cents (\$285.40), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 27th day of March, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Six Hundred Seventy Dollars (\$1,670.00) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT PETITIONER

V.

NO. 19-532

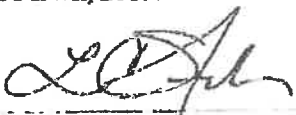
DAQUIRI COWAN

RESPONDENT

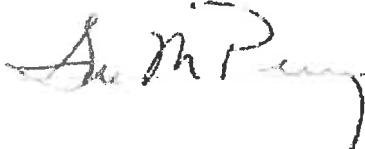
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of One Thousand Six Hundred Seventy Dollars (\$1,670.00) United States Currency seized from Daquiri Cowan by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Daquiri Cowan to file an answer with this court after proper service of process made on February 12, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand Three Hundred Thirty Six Dollars (\$1,336.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Three Hundred Thirty Four Dollars (\$334.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 20th day of March, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



Posted on MBD
web site 5/23/19

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Three Thousand Eight Hundred Eighty Four Dollars (\$3,884.00) United States Currency
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
V.
HERMAN RAY MACK, JR.

PETITIONER
NO. 19-1055
RESPONDENT

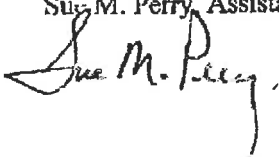
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of Three Thousand Eight Hundred Eighty Four Dollars (\$3,884.00) United States Currency seized from Herman Ray Mack, Jr. by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Herman Ray Mack, Jr. to file an answer with this court after proper service of process made on March 28, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Three Thousand One Hundred Seven Dollars and Twenty Cents (\$3,107.20) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Seven Hundred Seventy Six Dollars and Eighty Cents (\$776.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 23rd day of May, 2019.


County Court Judge

Prepared by:
Suz M. Perry, Assistant District Attorney



Posted on MBN
website 5/23/19

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Two Thousand Three Hundred Seventy One Dollars (\$2,371.00) United States Currency
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
V.
CORY LEDBETTER

PETITIONER
NO. 19-1061
RESPONDENT

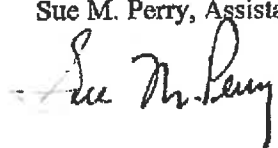
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of Two Thousand Three Hundred Seventy One Dollars (\$2,371.00) United States Currency seized from Cory Ledbetter by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Cory Ledbetter to file an answer with this court after proper service of process made on April 4, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand Eight Hundred Ninety Six Dollars and Eighty Cents (\$1,896.80) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Four Hundred Seventy Four Dollars and Twenty Cents (\$474.20), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 23rd day of May, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



Posted on MBN site
5/23/19

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

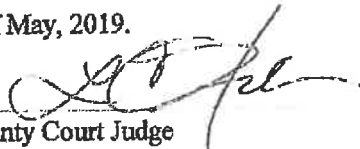
One Thousand Six Hundred Fifty Five Dollars (\$1,655.00) United States Currency
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT
V.
TIJAHL COWART

PETITIONER
NO. 19-1067
RESPONDENT

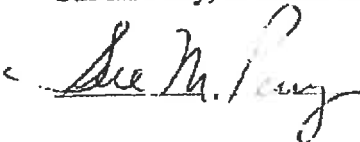
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of One Thousand Six Hundred Fifty Five Dollars (\$1,655.00) United States Currency seized from Tijahl Cowart by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Tijahl Cowart to file an answer with this court after proper service of process made on April 9, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, One Thousand Eight Hundred Ninety Six Dollars and Eighty Cents (\$1,297.60) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Three Hundred Fifty Seven Dollars and Forty Cents (\$357.40), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 23rd day of May, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



80% = \$1324.⁰⁰
20% = 331.00

7/17/19 entered into M&B Sifa

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Two Hundred Forty Four Dollars (\$244.00) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT

NARCOTICS DIVISION

PETITIONER

V.

NO. 19-1065

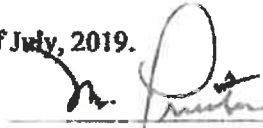
SERENITY HARDWICK

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Two Hundred Forty Four Dollars (\$244.00) United States Currency seized from Serenity Hardwick by the City of Jackson, Mississippi, Jackson Police Department, Narcotics Division, pursuant to Miss. Code 41-29-153, is upheld for failure of Respondent Serenity Hardwick to file an answer with this court after proper service of process via service by publication June 27, July 4 and July 11, 2019, pursuant to Miss. Code 41-29-176.1. Service of process was previously attempted unsuccessfully at 1807 Camellia Lane, Jackson, MS via personal service of process on March 22 and 25, 2019, followed by an attempt to serve via certified mail. Therefore, eighty percent, One Hundred Ninety Five Dollars and Twenty Cents (\$195.20) United States Currency, is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss Code 41-29-181. Upon receipt of this order the remaining twenty percent, Forty Eight Dollars and Eighty Cents (\$48.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department, Narcotics Division to the Hinds County District Attorney for Legal Services provided in this manner.

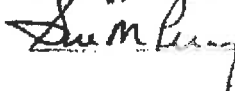
ORDERED AND ADJUDGED, this the 16th day of July, 2019.



County Court Judge

Prepared by:

Sue Perry, Assistant District Attorney

 _____

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Eight Hundred Dollars and Sixty Cents (\$800.60) United States Currency

CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT

NARCOTICS DIVISION

PETITIONER

V.

NO. 19-412

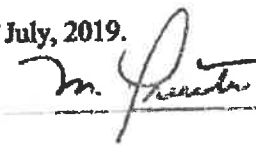
CHASE ELLIOT JORDAN

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Eight Hundred Dollars and Sixty Cents (\$800.60) United States Currency seized from Chase Elliot Jordan by the City of Jackson, Mississippi, Jackson Police Department, Narcotics Division, pursuant to Miss. Code 41-29-153, is upheld for failure of Respondent Chase Elliot Jordan to file an answer with this court after proper service of process made on March 28, 2019, pursuant to Miss. Code 41-29-176.1. Eighty percent, Six Hundred Forty Dollars and Forty Eight Cents (\$640.48) United States Currency, is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department, Narcotics Division to be used, distributed, or disposed of in accordance with the provisions of Miss Code 41-29-181. Upon receipt of this order the remaining twenty percent, One Hundred Sixty Dollars and Twelve Cents (\$160.12), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department, Narcotics Division to the Hinds County District Attorney for Legal Services provided in this manner.

ORDERED AND ADJUDGED, this the 16th day of July, 2019.



County Court Judge

Prepared by:

Sue Perry, Assistant District Attorney



IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Nine Hundred Ninety Four Dollars (\$1994.00) United States Currency
CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT PETITIONER

V.

NO. 19-496

REKEDRICK ADAMS

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Nine Hundred Ninety Four Dollars (\$1994.00) United States Currency seized from Rekedrick Adams by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Rekedrick Adams to file an answer with this court after proper service of process was made on August 9, 2019, pursuant to Miss. Code Ann. 41-29-176. Eighty percent, One Thousand Five Hundred Ninety Five Dollars and Twenty Cents (\$1595.20) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Three Hundred Ninety Eight Dollars and Eighty Cents (\$398.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of October, 2019.


County Court Judge

Prepared by:


Sue M. Perry, Assistant District Attorney

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

One Thousand Twenty Nine Dollars (\$1029.00) United States Currency
CITY OF JACKSON, MISSISSIPPI, JACKSON POLICE DEPARTMENT PETITIONER

V.

NO. 19-03042

SAQUINTIZE MITCHELL

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of One Thousand Twenty Nine Dollars (\$1029.00) United States Currency seized from Saquintize Mitchell by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Saquintize Mitchell to file an answer with this court after proper service of process was made on August 9, 2019, pursuant to Miss. Code Ann. 41-29-176. Eighty percent, Eight Hundred Twenty Three Dollars and Twenty Cents (\$823.20) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Two Hundred Five Dollars and Eighty Cents (\$205.80), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of October, 2019.


County Court Judge

Prepared by:


Sue M. Perry, Assistant District Attorney

entered into MBN website 12/5/19

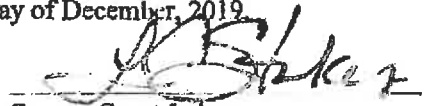
IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Four Thousand Seventy One Dollars (\$4,071.00) United States Currency	FILED	PETITIONER
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT		
V.	DEC -5 2019	NO. 19-4307
JOSEPH SHARBER	ZACK WALLACE, CIRCUIT CLERK	RESPONDENT
	BY _____ D.C.	

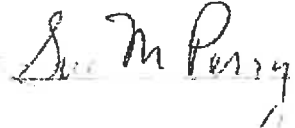
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HERBY ORDERED BY THE COURT that the forfeiture of Four Thousand Seventy One Dollars (\$4,071.00) United States Currency seized from Joseph Sharber by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Joseph Sharber to file an answer with this court after proper service of process made on October 29, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Three Thousand Two Hundred Fifty Six Dollars and Eighty Cents (\$3,256.80) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Eight Hundred Fourteen Dollars and Twenty Cents (\$814.20), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 5th day of December, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



11/8/19 entered by MBH
file.

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

Hold until have
me to submit
to JPD

Two Hundred Seventy Three Dollars (\$273.00) United States Currency

CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT

PETITIONER

V.

NO. 19-3458

KENZERIUS PRICE

RESPONDENT

ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Two Hundred Seventy Three Dollars (\$273.00) United States Currency seized from Kenzerius Price on July 12, 2019 by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Kenzerius Price to file an answer with this court after proper service of process made on September 9, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Two Hundred Eighteen Dollars and Forty Cents (\$218.40), of the said Two Hundred Seventy Three Dollars (\$273.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Fifty Four Dollars and Sixty Cents (\$54.60), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 7th day of November, 2019.


County Court Judge

Prepared by:


Sue M. Perry, Assistant District Attorney

Filed on m3N website
12/5/19

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

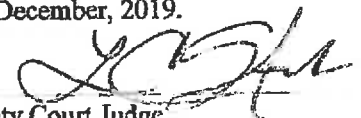
Three Thousand One Hundred Thirty-Five Dollars (\$3,135.00) United States Currency
CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT PETITIONER

V. NO. 19-3459
SAMANTHA WILSON ZACK WALLACE, CIRCUIT CLERK RESPONDENT

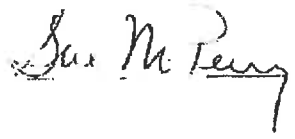
BY
ORDER UPHOLDING FORFEITURE OF SEIZED PROPERTY

IT IS HEREBY ORDERED BY THE COURT that the forfeiture of Three Thousand One Hundred Thirty-Five Dollars (\$3,135.00) United States Currency seized from Samantha Wilson by the City of Jackson, Mississippi, Jackson Police Department, pursuant to Miss. Code Ann. 41-29-153, is upheld for failure of Respondent Samantha Wilson to file an answer with this court after proper service of process made via publication on October 17, 2019, October 24, 2019 and October 31, 2019, pursuant to Miss. Code Ann. 41-29-176.1. Eighty percent, Two Thousand Five Hundred Eight Dollars (\$2,508.00) United States Currency is therefore forfeited to the seizing agency, City of Jackson, Mississippi, Jackson Police Department to be used, distributed, or disposed of in accordance with the provisions of Miss. Code Ann. 41-29-181. Upon receipt of this order the remaining twenty percent, Six Hundred Twenty-Seven Dollars (\$627.00), of said funds are to be paid by the City of Jackson, Mississippi, Jackson Police Department to the Hinds County District Attorney for legal services provided in this matter.

ORDERED AND ADJUDGED, this the 5th day of December, 2019.


County Court Judge

Prepared by:
Sue M. Perry, Assistant District Attorney



STATE OF MISSISSIPPI
VS.
ANTONIO DESMOND TILLMAN
A/K/A:

CAUSE NUMBER 19-0-867-00 AHW
SSNO: XXX-XX-2734
B/M DOB: 6/13/87

ORDER

THIS DAY into open court came the District Attorney for the Seventh Circuit Court District of Mississippi, and came also the Defendant in his own proper person and represented by counsel, having been duly arraigned upon the charge in the indictment at a former day or term of this Court and duly entered a plea of Not Guilty thereto.

Now comes the Defendant in his own proper person, represented by counsel, and withdraws the plea of Not Guilty to the charge heretofore entered, and enters a plea of Guilty to the charge of C/S P/S MARIJUANA 41-29-139 the Court having first duly advised the Defendant of all of the Defendant's legal and constitutional rights on the premises, and the Defendant having freely, voluntarily and intelligently waived said rights in the premises; the Court having further advised the Defendant of the consequences of such a plea of guilty, and thereafter the Defendant upon direct questioning having admitted that he is guilty of the crime to which he has pleaded guilty;

IT IS THEREFORE ORDERED AND ADJUDGED that the Defendant, ANTONIO DESMOND TILLMAN for such his crime of C/S P/S MARIJUANA 41-29-139 to which he has freely and voluntarily entered a plea of guilty, be and he is hereby sentenced to serve a term of 3 YEARS in the custody of the

3 YEARS
2 YEARS

**SUSPENDED
SUPERVISED PROBATION**

and further:

\$1000 FINE TO BE PAID PAID TODAY. DEFENDANT FORFEITS \$1100
SEIZED AT THE TIME OF HIS ARREST.

Any probation time is pursuant to Mississippi Code Section 47-7-35 (1972), as amended, upon release from confinement. Any suspended time not under probation contained in this order is suspended for a period of at least 6 years, conditioned upon defendant's good behavior and the provisions of Mississippi Code Section 47-7-35 (1972) except reporting requirements, and is subject to revocation for that period.

Unless otherwise specified herein, this sentence is to run consecutive to any other sentences imposed upon this defendant by any Court and to pay all costs of Court, assessments, and taxes, except as relieved by law for indigents.

The Court further finds that the defendant in this cause shall compensate Hinds County in the amount of \$.00 for expenses of appointed counsel.

The defendant is not indigent.

ORDERED AND ADJUDGED, this the 8TH day of NOVEMBER, 2019

Handwritten notes:
\$580 JPD
part
\$220 DA part
\$1100 Total
need to send to JPD

Adrienne H. Wooten
ADRIENNE H. WOOTEN

, Attorney for Defendant

, Assistant District Attorney

OFFICE OF THE ATTORNEY
11/24/21

ORDER AUTHORIZING PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED.

WHEREAS, the City of Jackson Police Department has three (3) K-9 units which require regular medical care, and

WHEREAS, Animal Medical Center has provided said medical care for these canines at a cost of \$605.00, and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the Jackson Police Department has sufficient funds to pay for these services in its forfeiture and seizure fund (Fund 2).

IT IS HEREBY ORDERED that the City of Jackson is authorized to pay Animal Medical Clinic \$605.00 for services rendered.

APPROVED FOR AGENDA:

Agenda Item #26
Agenda Date December 21, 2021
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

NOVEMBER 16, 2021

DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	TO AUTHORIZE PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION								
3.	Who will be affected	CITY OF JACKSON'S CITIZENS, VISITORS, BUSINESSES, EMPLOYEES								
4.	Benefits	KEEP K-9 UNITS IN GOOD HEALTH								
5.	Schedule (beginning date)	IMMEDIATELY, UPON COUNCIL APPROVAL								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) . ▪ Project limits if applicable	ALL WARDS CITY WIDE N/A								
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL								
8.	COST	\$605.00								
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	Fund 002.907.00.6419								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___


Jackson Police Department



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

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police  11-19-21

Date: November 19, 2021

Subject: ORDER AUTHORIZING PAYMENT TO ANIMAL MEDICAL CENTER
FOR SERVICES RENDERED

It is my recommendation that the Mayor authorize payment to the Animal Medical Center for services rendered. The service performed were for regular medical care for the three (3) K-9 units employed by the Jackson Police Department.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
James Anderson, *Special Assistant* 



DATE

JM
12/1/21

NOVUS

INVOICE

Animal Medical Center

995 S. Frontage Rd.
Jackson, MS 39204
(601) 354-3622

WE LOVE YOUR PET !

FOR: Jackson Police Dpt-Fiscal Affairs
-Suite 222
327 E. Pascagoula Street-
Jackson, MS 39201

Printed: 11-06-21 at 8:44a

Date: 10-01-21

Account: 13166

Invoice: 315049

Date	For	Qty	Description	Net Price
Services by Troy Majure, DVM				
09-15-21	Angel	1	Bath, Large	40.00
09-15-21		1	Clean Ears	0.00 **
09-15-21		1	Clip Nails	0.00 **
09-30-21		4	Board w/Clinic Food, Lg	80.00
09-30-21		1	Complimentary Bath/Nails/Ears	0.00
Old balance				New balance
343.00				463.00
Charges		Payments	Discount	
120.00		0.00	38.00 **	

Your invoice total reflects our Clients (default class) discount.

There will be a 1 1/2% per month interest charge on all accounts that are not paid before the 25th of the month.

Reminders for: Angel (Weight: 68.0 lbs - 5y)		Last done
01-11-22	Proheart 6 inj. 6 month - Larg	07-13-21
12-02-21	Canine Annual w/ HW Antigen Te	12-02-20

PLEASE VISIT OUR WEBSITE WWW.ANIMALMEDICALCENTEROFJACKSON.COM
WHERE YOU CAN FIND A LINK TO OUR PETPORTAL AND RECEIVE EMAIL
REMINDERS. FOLLOW US ON FACEBOOK AND INSTAGRAM TOO!

INVOICE

Animal Medical Center

995 S. Frontage Rd.
Jackson, MS 39204
(601) 354-3622

WE LOVE YOUR PET !

FOR: Jackson Police Dpt-Fiscal Affairs
-Suite 222
327 E. Pascagoula Street-
Jackson, MS 39201

Printed: 11-10-21 at 11:05a

Date: 11-10-21

Account: 13166

Invoice: 316181

Date	For	Qty	Description	Net Price
Services by Troy Majure, DVM				
10-15-21	Loki	1	Bath, Large	40.00
10-15-21		1	Proheart 6 Injection 6 months, Large	83.00
11-10-21	Duke	1	Anesthesia	33.00
11-10-21		0.90	Dexmedesed 0.5 mg/ml 10 ml	21.00
11-10-21		0.60	Dolorex 10mg/ml 50ml - Butorphanol	6.00
11-10-21		1	Canine Annuals w/ HW Antigen Test	147.00
Includes Rabies, Canine Distemper, Canine Parvovirus, Canine Parainfluenza, Canine Adenovirus, Canine Bordetella				
11-10-21		1	Bio-Hazard Waste Disposal	5.00
11-10-21		1	Proheart 6 Injection 6 months, Large	83.00
11-10-21		1	Pet Tabs Plus 180 count	67.00
11-10-21		1	Weight, Previous-no chg (50.)	0.00

Old balance	Charges	Payments	New balance
120.00	485.00	0.00	605.00

There will be a 1 1/2% per month interest charge on all accounts that are not paid before the 25th of the month.

Reminders for: Duke (Weight: 50.0 lbs - 4y)		Last done
11-10-22	Canine Annual w/ HW Antigen Te	11-10-21
05-11-22	Proheart 6 inj. 6 month - Larg	11-10-21

Reminders for: Loki (Weight: 62.0 lbs - 3y)		Last done
04-15-22	Proheart 6 inj. 6 month - Larg	10-15-21
03-05-22	Canine Annual w/ HW Antigen Te	03-05-21

PLEASE VISIT OUR WEBSITE WWW.ANIMALMEDICALCENTEROFJACKSON.COM

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT TO DPS – CRIME LAB FOR SERVICES RENDERED.

WHEREAS, the City of Jackson Police Department utilizes the MS Department of Public Safety’s State Crime Lab for forensic analysis that cannot be performed in-house, and

WHEREAS, the DPS Crime Lab has performed such analysis for the Jackson Police Department at a total cost of \$1,020.00, and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the Jackson Police Department has sufficient funds budgeted in its general fund to pay for these services.

IT IS HEREBY ORDERED that the City of Jackson is authorized to pay DPS Crime Lab a total of \$1,020.00 for services rendered.

APPROVED FOR AGENDA:

Agenda Item #27
Agenda Date December 21, 2021
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

JUNE 10, 2021
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	TO AUTHORIZE PAYMENT TO MS DEPARTMENT OF PUBLIC SAFETY CRIME LAB FOR SERVICES RENDERED.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION								
3.	Who will be affected	CITY OF JACKSON'S CITIZENS, VISITORS, BUSINESSES, EMPLOYEES								
4.	Benefits	TO PROVIDE FORENSIC ANALYSIS WHICH CANNOT BE PERFORMED IN HOUSE AT JPD CRIME LAB								
5.	Schedule (beginning date)	IMMEDIATELY, UPON COUNCIL APPROVAL								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS CITY WIDE N/A								
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL								
8.	COST	\$1,020.00								
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	General Fund 001.442.25.6419								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____


Jackson Police Department



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

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police  1H9-21

Date: November 19, 2021

Subject: ORDER AUTHORIZING PAYMENT TO DPS CRIME LAB FOR SERVICES RENDERED

It is my recommendation that the Mayor authorize payment to the DPS Crime Lab for services rendered. The service performed were for forensic analysis that cannot be done in-house by the Jackson Police Department.


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


Office of the City Attorney

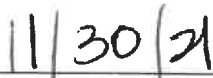
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO DPS-CRIME LAB FOR SERVICES RENDERED** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
James Anderson, *Special Assistant* 



DATE

OFFICE OF THE CITY ATTORNEY
11/25/21

**DPS - CRIME LAB
Invoice**

SERVICE FOR MONTH OF : SEP 2021

**INVOICE NO : 90109032
DATE : 09/07/21**

**CUSTOMER : 1000000225
JACKSON PD
DPS00488000
327 E. PASCAGOULA STREET
JACKSON MS 39201
USA**

**REMIT TO :
Dept. of Public Safety
PO Box 958
JACKSON MS 39205
USA
CONTACT :**

SPECIAL INSTRUCTIONS :

****FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE****

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	17	EA	\$ 60.00	\$ 1,020.00
TOTAL AMOUNT DUE :						\$ 1,020.00

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711

OFFICE OF THE ATTORNEY GENERAL
11/22/21

ORDER AUTHORIZING PAYMENT TO LIVE OAK PSYCHOLOGICAL ASSOC FOR SERVICES RENDERED

WHEREAS, City of Jackson Police Department periodically requires officers to receive psychological evaluations and care in the course of their duties, and

WHEREAS, Live Oak Psychological has provided such evaluations and care, and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

WHEREAS, the current charges for care rendered by Live Oak Psychological is \$3,150.00, and

WHEREAS, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund.

IT IS HEREBY ORDERED that the City of Jackson is authorized to pay Live Oak Psychological Assoc \$3,150.00 for services rendered.

APPROVED FOR AGENDA:

Agenda Item #28
Agenda Date December 21, 2021
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 9, 2021
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	TO AUTHORIZE PAYMENT TO LIVE OAK PSYCHOLOGY ASSOC FOR SERVICES RENDERED								
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	QUALITY OF LIFE								
3.	Who will be affected	JACKSON POLICE DEPARTMENT								
4.	Benefits	PROVIDE PSYCHOLOGICAL EVALUATIONS FOR OFFICERS AND POTENTIAL RECRUITS								
5.	Schedule (beginning date)	IMMEDIATELY, UPON COUNCIL APPROVAL								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE N/A								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	JACKSON POLICE DEPARTMENT CITY LEGAL								
8.	COST	\$3,150.00								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund X ▪ Grant ▪ Bond ▪ Other 	Fund 001.442.40.6419								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___


Jackson Police Department



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

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police  11-9-21

Date: November 9, 2021

Subject: ORDER AUTHORIZING PAYMENT TO LIVE OAK PSYCHOLOGICAL ASSOCIATION FOR SERVICE RENDERED

It is my recommendation that the City of Jackson pay Live Oak Psychological Association for the psychological evaluations of Jackson Police officers who need psychological evaluation and care in their line of duty. The requested payment will pay for service rendered.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO LIVE OAK PSYCHOLOGICAL ASSOC. FOR SERVICES RENDERED** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

James Anderson, *Special Assistant* 

11/17/21

DATE

OFFICE OF THE CITY ATTORNEY
11/17/21

Live Oak Psychological Assoc

1151 North State St.
Jackson, MS 39202
(601)352-7398

Page: 1

8/18/2021

Patient: Jackson Police Dept.

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Chart #: JAC00000

Case #: 7969

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
12/22/2020	Initial Evaluation	90791						1	250.00
5/11/2021	Initial Evaluation	90791						1	250.00
5/20/2021	Initial Evaluation	90791						1	250.00
5/24/2021	Initial Evaluation	90791						1	250.00
5/24/2021	Initial Evaluation	90791						1	250.00
5/28/2021	Initial Evaluation	90791						1	250.00
6/3/2021	45-min session	90834						1	200.00
6/7/2021	Testing eval hour 1	96130						1	100.00
6/7/2021	Test admin/scoring 1st 30 min	96136						1	75.00
6/7/2021	Test admin/scoring add 30 min	96137						1	75.00
6/9/2021	Initial Evaluation	90791						1	250.00
6/25/2021	Initial Evaluation	90791						1	250.00
6/29/2021	Initial Evaluation	90791						1	250.00
7/8/2021	Initial Evaluation	90791						1	250.00
7/7/2021	60-min session	90837						1	200.00

Provider Information

Provider Name: Cooper B. Moore PSY.D.
License: NPI 1710011150
Insurance PIN:
SSN or EIN: 425080298

Total Charges: \$ 3150.00
Total Payments: \$ 0.00
Total Adjustments: \$ 0.00
Total Due This Visit: \$ 3150.00
Total Account Balance: \$ 3,150.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

OFFICE OF THE CLERK
[Signature]

ORDER GRANTING REIMAGINE PREP'S REQUEST TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in the Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

WHEREAS, Reimagine Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage; and

WHEREAS, in accordance with the Applicant's request, the second sign will be ground-mounted, with an overall height of 6 feet.

IT IS FURTHER ORDERED that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; and granting the variance requested will not grant the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

IT IS, THEREFORE, ORDERED that Reimagine Prep is hereby granted a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has met the necessary criteria for the requested variance.

Agenda Item #29
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/16/21
DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	To erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	N/A						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	309 W. McDowell Road (Ward 5)						
7.	Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division						
8.	COST	N/A						
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A						
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>

Revised 2-04

Staff Recommendation: Approve



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: *JH* Jordan Hillman, Director
Department of Planning & Development

DATE: November 16, 2021

RE: Sign Variance

Reimagine Prep, located at 309 W. McDowell Road, is requesting a variance to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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 GRANTING REIMAGINE PREP'S REQUEST TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*

DATE: 12/1/21

OFFICE OF THE CITY ATTORNEY



DEPARTMENT OF PLANNING AND DEVELOPMENT

November 16, 2021

RePublic Schools, Inc.
Trey Vernaci
309 W. McDowell Road
Jackson, MS 39204

Re: Reimagine Prep Sign Variance Application

Dear Mr. Vernaci:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Reimagine Prep located at 309 W. McDowell Road.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Reimagine Prep is requesting to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager
Signs & License Division

RECEIVED

11-8-21

SIGNS/LICENSE DIVISION



APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET-JACKSON, MS 39201
601-960-1154

CITY OF JACKSON ZONING DIVISION	
Date	11-12-21
Zone	SUD
Approved By	JM
Note	

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Southeastern Sign Co.</u> Address <u>120 Lone Wolf Drive</u> City <u>Madison</u> State <u>MS</u> Zip <u>39110</u> Phone <u>601-391-0023</u> Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> City of Jackson Privilege License # _____		Business Name <u>BeImagine Prep</u> Business Address <u>309 W. McDowell Rd.</u> Owner's Name <u>Lance Farmer / Sign Craft</u> Phone <u>615-885-2900 x 177</u> Privilege License # _____	
GROUND-MOUNTED: <input checked="" type="checkbox"/>	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>6ft</u> Height <u>4ft</u> Length <u>5' W</u> Square Footage <u>20ft</u> Wind Pressure _____ Billboard <input type="checkbox"/>	Height _____ Length _____ Square Footage _____ Wall Area _____	Internal <input type="checkbox"/> External <input type="checkbox"/> UL# _____ Sign Material Type: _____	
WORDING ON SIGN(S):		ZONING CLASS: _____	
<u>BeImagine Prep</u> <u>A Republic School</u> <u>309 W. McDowell Rd.</u>		Date Inspected: _____	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/>		APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

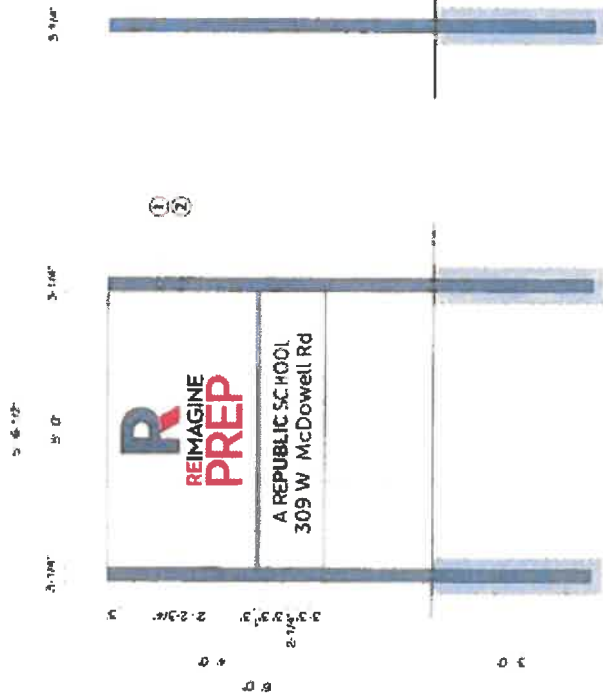
Paula Nett 11/23/21
Applicant's Signature Date

Sign and License Division Manager

RECEIVED

7-12

SIGNS/LICENS DIVISION



Date: 6/16/21
 Revised:
 Drawn by: CTP
 Scale: As Noted in Drawing
 File Name: ReImagine Prep Post and Panel.dwg
 File Folder: A\Republic Schools\ ReImagine Prep
 Project Manager: LF

Post and Panel Sign
 Exterior - Layouts



1303 Antioch Pike
 Nashville, TN 37211
 P 615-885-2500
 F 615-885-2989

This design being submitted for use as a product to be manufactured for you by Signcraft, Inc. is not to be used for any other project without the prior written permission from Signcraft, Inc. Unauthorized use is subject to design change and withdrawal of copyright.

Sign Details - Monument

Details:
 Charissoon Fabricated Aluminum Post and Panel Sign, Charleston 325 Series

- 1 Posts Painted Painted Gray (TRD)
 Mounted in direct burial concrete footers (Mounting Location TBD)
- 2 Sign Panel Painted MP White, Applied Vinyl for Logo, Panel and Text:
 Red and Gray (TRD)
 Font: Museo Sans 700.

Double Sided Unless noted otherwise.

Google Maps Reimagine Prep Middle School



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



RECEIVED
 SEP 23 2021
 MISSOURI LICENSE DIVISION

Reimagine Prep Middle School

4.7 ★★★★★ 12 reviews

Middle school



Hinds County

MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

RECEIVED

10/27/21

SIGN/LICENSE DIVISION

[HindsCountyMs.com](#) [Database](#) [Back](#) [Print Page](#)

Landroll Detail

Parcel Number		Map Reference Number	
614-1-7		758.00 1 188.01	
		View Map Property Taxes GIS Map	
Subdivision No.		Homestead Exemption Account Numbers	
Assessed Owner		Assessed Values	
REPUBLIC SCHOOLS INC. 309 W MCDOWELL RD JACKSON MS 39204		Land Value 0 Improvement Value 0 Total 0	
Location		Appraised Values	
309 W MCDOWELL RD Legal Description BEG 169.75 FT N & 164.83 FT E NLY 882 FT ELY 262 FT S 909 FT WLY 167 FT TO POB IN NW 1/4 SEC 20 T5N R1E LESS TRI SW COR		Land Value 0 Improvement Value 0 Total 0	
Acreage Info.		Building Info.	
Cultivated Acres	0.00	Type	
Uncultivated Acres	0.00	Base Area	0
		Adjusted Area	0
		Year Built	0000
		Deed Info.	
		Book & Page	7205-7899
		Date	07/07/2017

[Back](#) [Search](#)

Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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RECEIVED

NOV - 8 2021

SIGNS/LICENSE DIVISION

CHECKLIST FOR SIGN VARIANCE APPLICATION PACKET:

- Completion of sign permit application
- Sign variance application with fee (completed, signed and notarized)
- Legal description of property
- Location map
- Plot plan
- Statement of Intent (signed by applicant and notarized) stating the exact nature of the requested variance, the grounds upon which it is requested, or such other information as may be required by said Signs and License manager

RECEIVED

11/07 - 8 2021

SIGN/LICENSE DIVISION

SIGN VARIANCE APPLICATION



**City of Jackson, Mississippi
Department of Planning and Development
Sign and License Division
200 South President Street
P. O. Box 17
Jackson, Mississippi 39205-0017
601-960-1154**

RECEIVED

NOV - 8 2021

SIGNS/LICENSE DIVISION

Paid \$450.00 CK 1083
11-8-21 HL

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 309 W. McDowell Rd.
Jackson, MS 39204

II. Purpose for requested Sign Variance: (Brief Description)
Shared land parcel - two entities (Reimagine Prep and St. Therese Catholic Church)

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
If yes, please give details and dates of violations:

N/A

IV. Are there any Restrictive Covenants? _____ If yes, please attach copies

V. What is the Zoning classification of property? _____
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: RePublic Schools, Inc.

Mailing Address: 309 W. McDowell Rd.

City: Jackson State: MS Zip: 39204

Contact Phone: 228-342-2572 Fax: _____

Email: tvernaci@republiccharterschools.org

RECEIVED

NOV - 8 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci

Mailing Address: 820 Fairview St.

City: Jackson State: MS Zip: 39202

Contact Phone: 228-342-2572 Fax: _____

Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: RePublic Schools, Inc.

Mailing Address: 309 W. McDowell Rd.

City: Jackson State: MS Zip: 39204

Email: tvernaci@republiccharterschools.org

IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing

1 Variance(s) \$450.00

RECEIVED

10 - 31 2021

SIGN & LICENSE DIVISION

DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

 Anthony J. Vernaci III

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

309 W. McDowell Rd Jackson, Mississippi

On this the 25 day of October, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

Anthony Vernaci III

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th

Day of October 25, 2021.

MY COMMISSION EXPIRES:

7/31/21




NOTARY PUBLIC

RECEIVED

NOV - 8 2021

SIGN LICENSE DIVISION



**Statement of Intent
Application for Sign Variance
ReImagine Prep
309 W. McDowell Rd. Jackson, MS 39204**

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 309 W. McDowell Rd. Jackson, MS 39204 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northeast corner of the land parcel, adjacent to McDowell Rd. to indicate the location of ReImagine Prep public charter school. Currently, land parcel has two buildings located at the address referenced above that are separate legal entities, ReImagine Prep public charter school and St. Therese Catholic Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

ReImagine Prep
A RePublic School
309 W. McDowell Rd.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Anthony Vernaci', written over a white background.

Anthony Vernaci
Senior Director of Operations
RePublic Schools, Inc.

ORDER DENYING REIMAGINE PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in the Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

WHEREAS, Reimagine Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage; and

WHEREAS, in accordance with the Applicant's request, the second sign will be ground-mounted, with an overall height of 6 feet.

IT IS, THEREFORE, ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that special conditions and circumstances do not exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would not deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; and denying the variance requested will not deny the applicant any special privilege that is granted by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

IT IS FURTHER ORDERED that Reimagine Prep is hereby denied a variance from the Sign Ordinance regulations to erect a second ground sign within a SUD zone which only allows one ground sign per street frontage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has not met the necessary criteria for the requested variance.

Agenda Item #30
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/16/21
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	309 W. McDowell Road (Ward 5)	
7.	Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___


Revised 2-04

Staff Recommendation: Approve

THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM:  Jordan Hillman, Director
Department of Planning & Development

DATE: November 16, 2021

RE: Sign Variance

Reimagine Prep, located at 309 W. McDowell Road, is requesting a variance to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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 DENYING REIMAGINE PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*




DATE: 12/1/21

OFFICE OF THE CITY ATTORNEY
ca

RECEIVED

1997-0-202

SIGNS/LICENSE DIVISION

SIGN VARIANCE APPLICATION



City of Jackson, Mississippi
Department of Planning and Development
Sign and License Division
200 South President Street
P. O. Box 17
Jackson, Mississippi 39205-0017
601-960-1154

RECEIVED

11-8-21

SIGNS/LICENSE DIVISION

Paid \$450.00 CK 1083
11-8-21 H

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 309 W. McDowell Rd.
Jackson, MS 39204

II. Purpose for requested Sign Variance: (Brief Description)
Shared land parcel - two entities (ReImagine Prep and St. Therese Catholic Church)

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
If yes, please give details and dates of violations:

N/A

IV. Are there any Restrictive Covenants? _____ If yes, please attach copies

V. What is the Zoning classification of property? _____
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: RePublic Schools, Inc.

Mailing Address: 309 W. McDowell Rd.

City: Jackson State: MS Zip: 39204

Contact Phone: 228-342-2572 Fax: _____

Email: tvernaci@republiccharterschools.org

RECEIVED

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci
Mailing Address: 820 Fairview St.
City: Jackson State: MS Zip: 39202
Contact Phone: 228-342-2572 Fax: _____
Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: RePublic Schools, Inc.
Mailing Address: 309 W. McDowell Rd.
City: Jackson State: MS Zip: 39204
Email: tvernaci@republiccharterschools.org

IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing

1 Variance(s) \$450.00


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SIGNS/LICENSE DIVISION

DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

 Anthony J. Vernaci III

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

309 W. McDowell Rd Jackson, Mississippi

On this the 25 day of October, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

Anthony Vernaci III

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th

Day of October 25, 2021.

MY COMMISSION EXPIRES:

7/5/22




NOTARY PUBLIC

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1007 - 8 2021

SIGNS/LICENSE DIVISION



**Statement of Intent
Application for Sign Variance
Reimagine Prep
309 W. McDowell Rd. Jackson, MS 39204**

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 309 W. McDowell Rd. Jackson, MS 39204 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northeast corner of the land parcel, adjacent to McDowell Rd. to indicate the location of Reimagine Prep public charter school. Currently, land parcel has two buildings located at the address referenced above that are separate legal entities, Reimagine Prep public charter school and St. Therese Catholic Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

Reimagine Prep
A RePublic School
309 W. McDowell Rd.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Anthony Vernaci', written over a horizontal line.

Anthony Vernaci
Senior Director of Operations
RePublic Schools, Inc.



DEPARTMENT OF PLANNING AND DEVELOPMENT

November 16, 2021

RePublic Schools, Inc.
Trey Vernaci
309 W. McDowell Road
Jackson, MS 39204

Re: Reimagine Prep Sign Variance Application

Dear Mr. Vernaci:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Reimagine Prep located at 309 W. McDowell Road.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Reimagine Prep is requesting to erect a second ground sign at 20 square feet in size and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager
Signs & License Division

RECEIVED

SIGNSAFETY DIVISION



Top View

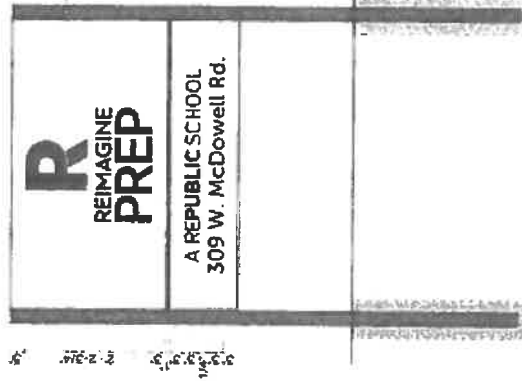
Scale: 1/2" = 1'-0"

9'-6-1/2"

5'-0"

3'-1/4"

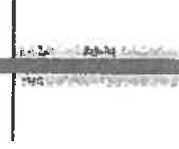
3'-1/2"



Front View

Scale: 1/2" = 1'-0"

① ②



Side View

Scale: 1/2" = 1'-0"

Sign Details - Monument

Details:
Charleston Fabricated Aluminum Post and Panel Sign; Charleston 325 Series

- ① Posts Painted Painted Gray (TBD).
Mounted in direct burial concrete footers (Mounting Location TBD)
- ② Sign Panel Painted MP White. Applied Vinyl for Logo, Perline and Text: Red and Gray (TBD).
Font: Museo Sans 700.

Double Sided Unless noted otherwise.



Date: 6/16/21

Revised:

Drawn by: CTP

Scale: As Noted in Drawing

File Name: ReImagine Prep Post and Panel.ai

File Folder: R\Republic Schools\ ReImagine Prep

Project Manager: LF

Post and Panel Sign
Exterior - Layouts



1300 Ardwick Pike
Nashville, TN 37213
P. 615-885-2800
F. 615-885-2889

This design is being submitted for use as a project being manufactured for you by Signcraft, Inc. It is not to be reproduced, copied or manufactured by you or given to any other manufacturer without written permission from Signcraft, Inc. Unauthorised use is subject to design change and will void any collection fee.

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SIGNS/LICENSE DIVISION



APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET-JACKSON, MS 39201
601-960-1154

CITY OF JACKSON
ZONING DIVISION

Date 11-12-21

Zone SUO

Approved By Jm

Note _____

DATE RECEIVED IN OFFICE: _____

CONTRACTOR/ERECTOR:

Name Southeastern Sign Co.
Address 120 Lone Wolf Drive
on Madison State MO Zip 64110
Phone 601-391-0023
Bonded and Insured Yes No
City of Jackson Privilege License # _____

LOCATION/ADDRESS OF SIGN:

Business Name Be Imagine Prep
Business Address 309 W. McDowell Rd.
Owner's Name Lance Farmer / Sign Craft
Phone 615-885-2900 x172
Privilege License # _____

GROUND-MOUNTED:

Overall Height Left
Height 4ft
Length 5' W
Square Footage 20ft
Wind Pressure _____
Billboard

BUILDING-MOUNTED:

Height _____
Length _____
Square Footage _____
Wall Area _____

TYPE OF LIGHTING:

Internal External

UL# _____
Sign Material Type: _____

WORDING ON SIGN(S):

Be Imagine Prep
A Republic School
309 W. McDowell Rd.

ZONING CLASS: _____

Date Inspected: _____

APPROVED

DISAPPROVED

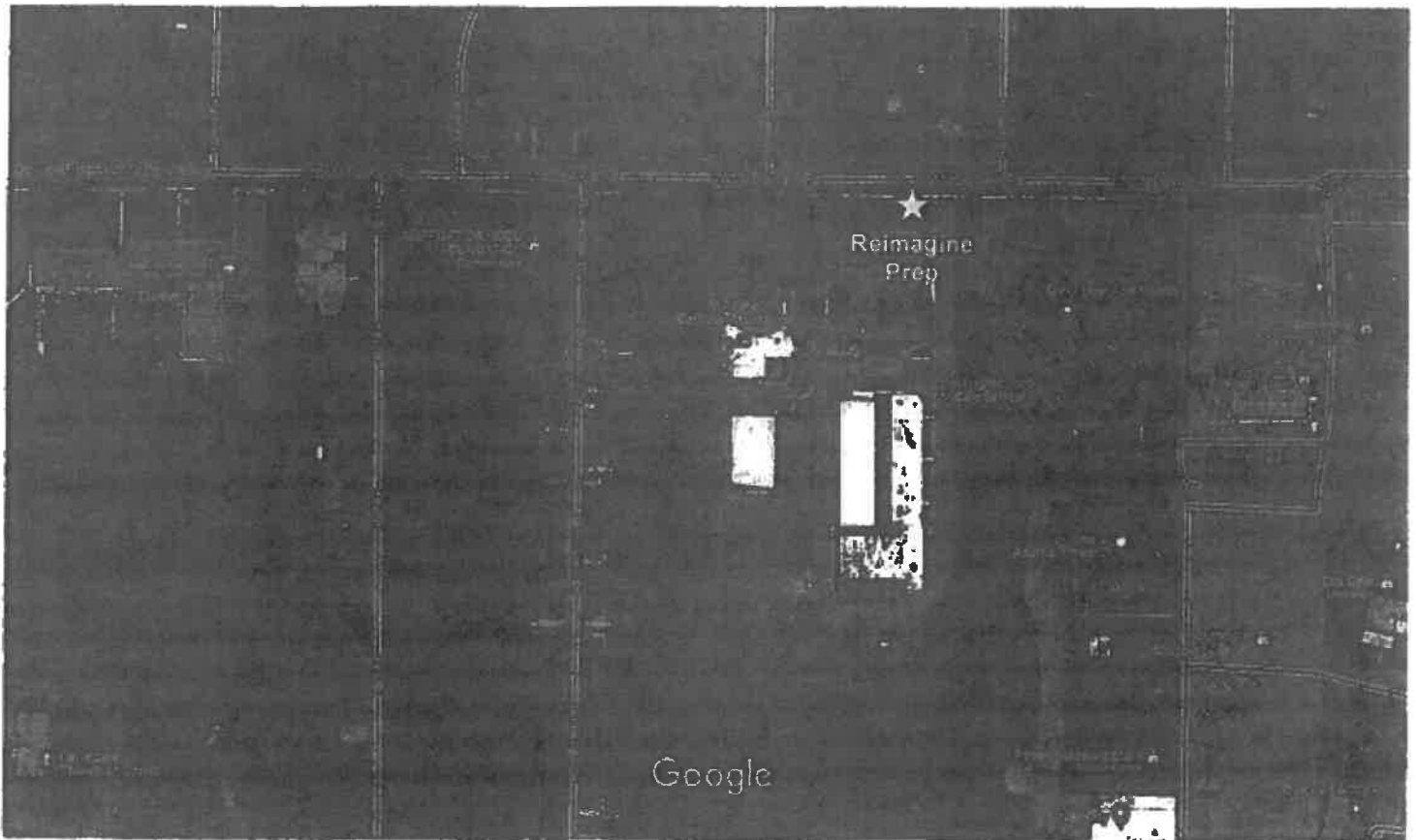
Temporary Banner Plot Drawings Sign Drawings

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

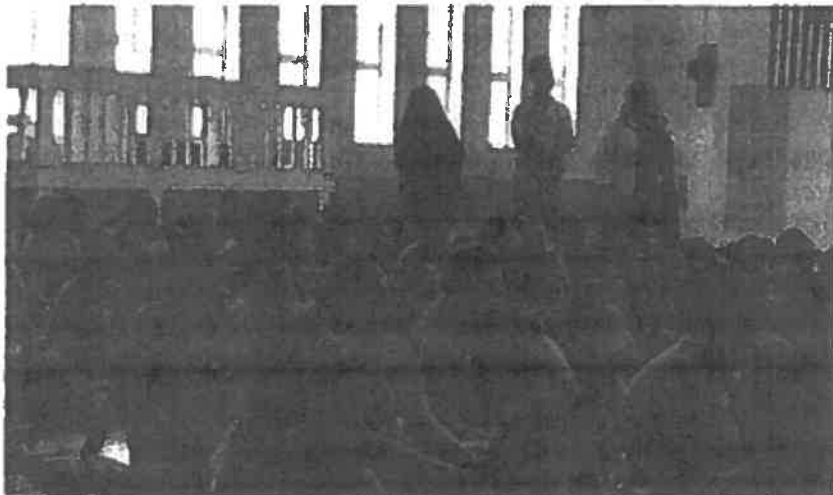
Paula Kutt 09/23/21
Applicant's Signature Date

Sign and License Division Manager

Google Maps Reimagine Prep Middle School



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



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SIGNS/LICENSE DIVISION

Reimagine Prep Middle School

4.7 ★★★★★ 12 reviews

Middle school



Hinds County

MISSISSIPPI
FOUNDED 1821 • POPULATION 248,643

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SIGNS/LICENSE DIVISION

[HindsCountyMs.com](#) [Database](#) [Back](#) [Print Page](#)

Landroll Detail

Parcel Number		Map Reference Number	
614-1-7		758.00 1 188.01	
Subdivision No.		Homestead Exemption Account Numbers	
Assessed Owner		Assessed Values	
REPUBLIC SCHOOLS INC		Land Value	0
309 W MCDOWELL RD		Improvement Value	0
JACKSON MS 39204		Total	0
Location		Appraised Values	
309 W MCDOWELL RD		Land Value	0
Legal Description		Improvement Value	0
BEG 169.75 FT N & 164.83 FT E NLY 882 FT		Total	0
ELY 262 FT S 909 FT WLY 167 FT TO		Building Info.	
POB IN NW 1/4 SEC 20 T5N R1E LESS TRI SW COR		Type	
Acreage Info.		Base Area	0
Cultivated Acres	0.00	Adjusted Area	0
Uncultivated Acres	0.00	Year Built	0000
		Deed Info.	
		Book & Page	7205-7899
		Date	07/07/2017

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Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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SIGNS LICENSE DIVISION

CHECKLIST FOR SIGN VARIANCE APPLICATION PACKET:

- Completion of sign permit application
- Sign variance application with fee (completed, signed and notarized)
- Legal description of property
- Location map
- Plot plan
- Statement of Intent (signed by applicant and notarized) stating the exact nature of the requested variance, the grounds upon which it is requested, or such other information as may be required by said Signs and License manager

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. TO PROVIDE INVESTIGATIVE SOFTWARE TO BE USED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY IMPROVEMENT DIVISION

WHEREAS, the Department of Planning and Development, Community Improvement Division, is in need of software that will enable the Community Improvement Division to locate property owners who are in violation of Section 21-19-11 of Mississippi Code of 1972, as amended, and the 2018 International Property Maintenance Code, as adopted by the City of Jackson; and

WHEREAS, gaining the ability to locate property owners who were previously unreachable will increase the number of code violations resolved by property owners; and

WHEREAS, on October 6, 2021, the Community Improvement Division reviewed the CLEAR Investigations software by Thompson Reuters; however, the company was unresponsive toward the request for a trial period; and

WHEREAS, on October 8, 2021, the Community Improvement Division reviewed the TLOxp software by Transunion Risk and Alternative Data Solutions, Inc. and received a trial period from November 4, 2021 through November 18, 2021; and

WHEREAS, the Community Improvement Division will only use the investigative software to improve its efficiency in serving notices to owners of dilapidated structures and other code violations, and not for personal use; and

WHEREAS, the Community Improvement Division has determined that TLOxp will provide the best value as delineated below:

Thompson Reuters CLEAR Investigations			
*unlimited searches, based on 3 year contract with 5% annual increases			
# of users	1 user	2 users	5 users
Standard	\$193/mo.	\$282/mo.	\$550/mo.
Premium	\$260/mo.	\$375/mo.	\$660/mo.

Transunion Risk and Alternative Data Solutions, Inc. (TRADS)TLOxp
*unlimited users, based on 3 year subscriber agreement
of monthly transactions: 150
Monthly Fee: \$110
Overages: 40 cents per search; \$7 per comprehensive report

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the service agreement and related documents with Transunion Risk and Alternative Data Solutions, Inc. to provide investigative software for the Department of Planning and Development, Community Improvement Division, at a cost not to exceed \$2,000.00 annually for FY 2022 through FY 2025.

Agenda Item #31
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/21/2021

DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. TO PROVIDE INVESTIGATIVE SOFTWARE TO BE USED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY IMPROVEMENT DIVISION			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	3. Change in City Government 4. Neighborhood Enhancement 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents.			
4.	Benefits	<ul style="list-style-type: none"> • Increased efficiency in reaching and holding property owners accountable for code violations • Community Improvement will save money on clean-ups when violations are resolved by owners 			
5.	Schedule (beginning date)	December 21, 2021			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	From \$3,960 to \$6,000			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6242)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	_____ _____ _____ _____ _____



Memo

To: Chokwe Lumumba, Mayor

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

Date: 12/08/21

Re: Agenda Item

The attached agenda item authorizes the Mayor to enter into an agreement with Transunion Risk and Alternative Data Solutions, Inc. (TRADS) for record searching and reporting services for the purpose of locating, contacting, and serving owners of properties in violation of Section 21-19-11 of the Mississippi Code of 1972, as amended; and the 2018 International Property Maintenance Code, as adopted by the City of Jackson.


If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail jhillman@jacksonms.gov.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. (TRADS) FOR THE PROVISION OF ENFORCEMENT SOFTWARE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Chandra Gayten, *Deputy City Attorney* 



DATE

OFFICE OF THE CITY ATTORNEY


ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPORT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, by Order entered on February 17, 2021, recorded in Minute Book 6S, Pages 532-533, the governing authorities authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson; and

WHEREAS, pursuant to the contract, Stewpot Community Services, Inc. agreed to provide Rapid Re-Housing Services to citizens in the City of Jackson who are homeless, at a program cost not to exceed \$600,000.00 for eligible expenses; and

WHEREAS, as a result of the coronavirus pandemic and the eviction moratorium placed by the Center for Disease and Control Prevention, the Rapid Re-Housing Program experienced substantial challenges and delays such as an increase in homeless citizens; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the time for completion of the program and the amount of funding be extended to September 30, 2022, with additional funding in the amount of \$170,000.00 which will be added to the balance of the current contract; and

WHEREAS, the additional funding in the amount of \$170,000.00 will be paid with 2020 ESG CARES Act funds, with no match by the City.

IT IS, THEREFORE, ORDERED that the contract between the City of Jackson and the Stewpot Community Services, Inc. be amended to extend the contract end date to September 30, 2022, with additional funding in the amount of \$170,000.00 added to the balance of the current contract be used by Stewpot Community Services, Inc. for reimbursable eligible expenses pursuant to the 2020 ESG CARES Act guidelines; and that the Mayor is authorized to execute the amendment and related documents.

Agenda Item #32
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/21/21

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPORT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS)
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Provide services for low/moderate income persons and homeless persons
4.	Benefits	Provide public services
5.	Schedule (beginning date)	Upon approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	COST	\$445,000.00
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2020 ESG CARES Act
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Jordan Hillman, Director
Planning and Development

DATE: December 9, 2021,

RE: Agenda Item for December 21, 2021 City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an amended Contract Agreement with Stewpot Community Services, Inc. to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson.

The City of Jackson agrees to reimburse Stewpot Community Services, Inc. for eligible expenses only related to Rapid Re-Housing Services for the citizens of Jackson, MS.

The contract will cover costs of services through September 30, 2022 in an amount not to exceed \$445,000.00.

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

cc: Valerie Tucker, Interim Deputy Director, Department of Planning and Development
Linda Caldwell, Assistant Manager, Development Assistance Division

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPORT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*




DATE:

12/14/21

OFFICE OF THE CITY ATTORNEY

ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPORT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
Call

WHEREAS, by Order entered on February 17, 2021, recorded in Minute Book 6S, Pages 533-534, the governing authorities authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson; and

WHEREAS, pursuant to the contract, Stewpot Community Services, Inc. agreed to provide Street Outreach Services to citizens in the City of Jackson who are homeless, at a program cost not to exceed \$77,800.00 for eligible expenses; and

WHEREAS, as a result of the coronavirus pandemic and the eviction moratorium placed by the Center for Disease and Control Prevention, the Street Outreach Program experienced substantial challenges and delays such as an increase in homeless citizens; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the time for completion of the program and the amount of funding be extended to September 30, 2022, with additional funding in the amount of \$92,375.00 which will be added to the balance of the current contract; and

WHEREAS, the additional funding in the amount of \$92,375.00 will be paid with 2020 ESG CARES Act funds, with no match by the City.

IT IS, THEREFORE, ORDERED that the contract between the City of Jackson and the Stewpot Community Services, Inc. be amended to extend the contract end date to September 30, 2022, with additional funding in the amount of \$92,375.00 added to the balance of the current contract be used by Stewpot Community Services, Inc. for reimbursable eligible expenses pursuant to the 2020 ESG CARES Act guidelines; and that the Mayor is authorized to execute the amendment and related documents.

Agenda Item #33
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/21/21
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPORT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS)
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Provide services for low/moderate income persons and homeless persons
4.	Benefits	Provide public services
5.	Schedule (beginning date)	Upon approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department X Consultant	Department of Planning & Development
8.	COST	\$135,068.00
9.	Source of Funding: General Fund Grant X Bond Other	2020 ESG CARES Act
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Jordan Hillman, Director
Planning and Development

DATE: December 9, 2021,

RE: Agenda Item for December 21, 2021 City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an amended Contract Agreement with Stewpot Community Services, Inc. to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson.

The City of Jackson agrees to reimburse Stewpot Community Services, Inc. for eligible expenses only related to Street Outreach Services for the citizens of Jackson, MS.

The contract will cover costs of services through September 30, 2022 in an amount not to exceed \$135,068.00.

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

cc: Valerie Tucker, Interim Deputy Director, Department of Planning and Development
Linda Caldwell, Assistant Manager, Development Assistance Division

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FEBRUARY 17, 2021, ORDER WHICH AUTHORIZED STEWPORT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2022. (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*



DATE: 12/14/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, the City of Jackson's public transportation system needs a Bus Network Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

WHEREAS, pursuant to the Order entered on August 4, 2020, Minute Book 6R, Page 380, Connetics Transportation Group is currently conducting the Transportation Plan Study of the City's public transit system at a total cost not to exceed \$399,576.00; and

WHEREAS, Connetics Transportation Group has the expertise and the capacity to implement the Bus Network Plan in conjunction with the Transportation Plan Study; and

WHEREAS, Connetics Transportation Group has agreed to provide the Bus Network Plan for an amount not to exceed \$461,782.00; and

WHEREAS, the Bus Network Plan will be funded by the Federal Transit Administration in the amount of \$369,425.60 (80%); and

WHEREAS, the sum of \$92,356.40 (20%) must be matched from local sources; and

WHEREAS, the local match is included in the Transit Services' budget for FY2022 and FY2023; and

WHEREAS, the Transit Division is recommending that the Mayor be authorized to execute Supplemental Agreement No. 2 and related documents with Connetics Transportation Group to complete and implement the Bus Network Plan, beginning January 1, 2022 and expiring on December 31, 2022, for an amount not to exceed \$461,782.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement No. 2 and related documents with Connetics Transportation Group to complete and implement the Bus Network Plan beginning January 1, 2022 and expiring on December 31, 2022.

IT IS FURTHER ORDERED that the Transit Division is authorized to pay Connetics Transportation Group an amount not to exceed \$461,782.00 for the Bus Network Plan, for a total contract amount of \$891,358.00 to implement the Transportation Plan Study and the Bus Network Plan.

Agenda Item #35
Agenda Date December 21, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/21/2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL AGREEMENT NO. 2 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE TRANSIT PLAN STUDY AND NEW BUS PLAN OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	January 1, 2022
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	Supplemental Agreement#2: \$461,782.00 Original Agreement: \$399,576.00 Total Cost: \$861,358.00
9.	Source of Funding General Fund x Grant x Bond Other	Total Cost: 187,565,30.6419----\$461,782.00 Grant (80%) MS.2020.001.00: \$369,425.60 General Fund (20%) \$92,356.40
10.	EBO participation	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___

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: December 9, 2021

RE: Agenda Item for December 21, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute Supplemental Agreement #2 with Connetics Transportation Group to complete and implement the transit plan study and new bus plan for the City's Public Transit System-JTRAN expiring on December 31, 2022 for the additional cost not to exceed \$461,782.00, which is covered 80% (\$369,425.60) federal and 20% (\$92,356.40) local match. The total cost of this project is \$891,358.

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.

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 SUPPLEMENTAL AGREEMENT NO. 2 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*




DATE: 12/14/21

OFFICE OF THE CITY ATTORNEY

ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT/TRANSIT SERVICES DIVISION

WHEREAS, the Department of Planning and Development/Transit Division is undergoing a Comprehensive Transit Plan Study of the current public transportation system; and

WHEREAS, while undergoing the Comprehensive Transit Plan Study, the Transit Services was advised that the City of Jackson needs a Bus Network System Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

WHEREAS, the Office of Transportation lacks the staffing capacity needed to implement the Bus Network System Plan; and

WHEREAS, the cost to hire a professional service provider to implement the Bus Network System Plan is approximately \$461,782.00; and

WHEREAS, the reallocation of funds will ensure that the Bus Network System Plan is properly implemented; and

WHEREAS, the Department of Planning and Development/Transit Services Division's Fiscal Year 2021-2022 budget needs to be revised to transfer funding for the implementation of the Bus Network System Plan in this fiscal year; and

WHEREAS, the following funds would be revised as follows:

From	187.565.30.6867	(\$461,782.00)
To	187.565.30.6419	\$461,782.00

IT IS THEREFORE, ORDERED that the Fiscal Year 2021-2022 budget for the Department of Planning and Development/Transit Services be revised in the amount of \$461,782.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	187.565.30.6867	(\$461,782.00)
To	187.565.30.6419	\$461,782.00

<p>Agenda Item #35 Agenda Date December 21, 2021 (Hillman, Lumumba)</p>


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/21/2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT/TRANSIT SERVICES DIVISION.
2.	Public Policy Initiative 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.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$461,782.00
9.	Source of Funding General Fund X Grant X Bond Other	From 187,565.30.6867 (\$461,782.00) To 187,565.30.6419 \$461,782.00
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>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director 
Office of Transportation

DATE: December 13, 2021

RE: Agenda Item for December 21, 2021 City Council Meeting

Attached, you will find an item for the City Council Agenda requesting a budget revision to allow for the reallocation of funds. The requested change in account arises due to the need to implement the New Bus Network Plan, due to lack of accurate staffing. The reallocation of these funds will ensure that City of Jackson's new bus system plan is properly implemented.

It is the recommendation of this department that this reallocation be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning & Development, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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OFFICE OF THE CITY ATTORNEY

This ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT/TRANSIT SERVICES DIVISION is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney
Chandra C. Gayten, Deputy City Attorney



DATE: 12/14/21

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750I COLOR COPIER TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

OFFICE OF THE CITY ATTORNEY
12/21/21
4-23

WHEREAS, the Engineering Division of the Department of Public Works desires to enter into a 48-month rental agreement for a color copier machine; and

WHEREAS, Advantage Business Systems provided a Konica Minolta Bizhub C750i color copier through the State of Mississippi Contract #8200056217; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson; and

WHEREAS, it is the recommendation of the Department of Public Works this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub C750i color copier at a cost of \$355.00 per month, plus a copy charge of \$0.0073 (Black & White), \$0.059 (Color Copies) per copy to include labor, parts, toner and drum, except paper or staples.

IT IS FURTHER ORDERED that payment for said rental is made from the general fund.

Agenda Item #31e
Agenda Date December 21, 2021
(King, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 7, 2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	Execution of Agreement
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	COST	Monthly Fee \$355.00 B/W Copies - \$0.0073, Color Copies \$0.059
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Fund 1 #001-45106514
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin B. King
Director 

Date: December 7, 2021

Subject: Agenda Item for City Council Meeting

ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

The current contract for the 48-Month rental of Konica Minolta Bizhub C754e multifunction copier will expire in January 2022. The Engineering Division would like to enter into a 48-Month Rental Agreement with Advantage Business Systems for a Konica Minolta Bizhub C750i color copier. The monthly lease price is \$355.00/month with includes drum, supplies (except paper and staples), and repair maintenance plus a per copy price of \$0.0073 for black/white, \$0.059 for Color Copies.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
7-543
14-21

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

12/14/21
DATE

Proposal for: City of Jackson Dept of Engineering



Stock picture (Not actual proposed model)

Advantage Business Systems

**5442 Executive Place
Jackson, MS 39206**

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



November 15, 2021

City of Jackson Dept. of Engineering
200 S President St.
Jackson, MS 39201

Dear Ruth,

Enclosed please find the information on the Konica Minolta Bizhub C750i color copier. I have put into the proposal pricing from Konica Minolta's **MS State Contract #8200056217**. I hope that we can meet your needs with this pricing.

We look forward to offering 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

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C750i Digital Color System provides these features:

- 75 ppm black/white and color
- **Dual head scanning** @240 pages per minute (handles 300 pages) black/white and color
- First copy output in 3.6 seconds or less
- Warm Up time of less than 22 seconds
- 600 x 600dpi scanning or enhanced @ 600 X 1800dpi
- 2 X 500 sheet drawers, 1 X 1000 sheet drawer, 1 X 1500 sheet drawer and 150 sheet intelligent bypass
- Polymerized toner system
- 250 GB Hard Drive
- Staple Finisher with 2/3 hole punch
- Super 3G Fax
- Standard and custom paper size support up to 12" x 18"
- 10.1" Color Display
- Monthly duty Cycle of 220,000 copies
- Network Printing and Scanning
- Box Functionality (Stores up to 10,000 pages)
- User Authentication, Account Track, IOS 15408 Certification
- Scan to me and Scan to home
- **Print to USB and from USB**
- **Print from iPad, iPhone or Android devices**
- **Banner Printing**



**48 Month Rental
\$355.00**

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

Billed monthly @ \$.0073 for all b/w copies and all color copies billed @ \$.059.
(based on single sided, letter sized image)

**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 Dept of Engineering (hereinafter referred to as Customer), and Advantage Business Systems (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:

Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson Dept of Engineering
Name Ruth Windham
Title Office Coordinator
Address 200 S President St. (Hood Building)
City, State, & Zip Code 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 15th day of November, 2021.

Vendor: Advantage Business Systems

By: 
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson Dept of Engineering

By: _____
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

**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: 8200056217

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Dept of Engineering

Bill to Address: P O Box 17 , Jackson, MS 39201

Ship to Address: 200 S President St. (Hood Building)
Jackson, MS 39201

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Bizhub C750i PK524 Punch FK514Fax FS539 + RU 513 Finisher	\$355.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) **48 months**

Start Date:

End Date:

Modifications: Maintenance billed monthly for copier @ \$.0073 for all b/w and \$.059 for all color copies


Vendor Signature

Customer Signature

Contract #

2020042

exp 1/31/2022

FILE OF THE CITY ATTORNEY
December 21, 2017
TUM

ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C754E MULTIFUNCTION COPIER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Engineering Division of the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub C754e Multifunction Copier with auxiliary equipment through State of Mississippi Contract #8200024360; and

WHEREAS, the Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, it is the recommendation of the Department of Public Works that a contract is approved with Advantage Business Systems; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental for a Konica Minolta Bizhub C754e Multifunction Copier with auxiliary equipment at a cost of \$495.00 per month, plus a copy charge of \$0.0073 (Black & White), \$0.059 (Color Copies), and maintenance program inclusive of labor, parts, toner and drum, except paper or staples.

IT IS FURTHER ORDERED that payment for said rental is made from the general fund.

Council Member Banks moved adoption; Council Member Lindsey seconded.

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

Nays - None.

Absent - Stokes.

ITEM#:

#18

AGENDA DATE:

1-3-18

BY: WILLIAMS, MILLER, LUMUMBA.

OFFICE OF THE CITY CLERK
DECEMBER 21, 2017
AMM

ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C754E MULTIFUNCTION COPIER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.

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IT IS FURTHER ORDERED that payment for said rental is made from the general fund.

ITEM#: 18
AGENDA DATE: 1-3-18
BY: WILLIAMS, MILLER, LUMUMBA.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 18, 2017
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C754E MULTIFUNCTION COPIER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows the Engineering Division to produce the various types of documents required for this office to perform its intended functions.			
3.	Who will be affected	Engineering Division			
4.	Benefits	Improved quality of documents and productivity			
5.	Schedule (beginning date)	Upon expiration of current copier contract			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Hood Building			
7.	Action Implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Engineering Division Department of Public Works			
8.	COST	\$495.00 per month over a 48 month rental period			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Acct #001-450106514			
10.	EBO participation	ABE _____ %	WAIVER	yes _____ no _____	N/A _____
		AABE _____ %	WAIVER	yes _____ no _____	N/A _____
		WBE _____ %	WAIVER	yes _____ no _____	N/A _____
		HBE _____ %	WAIVER	yes _____ no _____	N/A _____
		NABE _____ %	WAIVER	yes _____ no _____	N/A _____



Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba.
Mayor of the City of Jackson

DATE: December 18, 2017
TO: Chokwe Antar Lumumba., Mayor
FROM: Robert K Miller, Director of Public Works
RE: Engineering Division Multifunction Printer

The current contract providing for the 48 month rental of a Xerox Colorcube 9302 Multifunction Printer with auxiliary equipment for use by the Engineering Division will expire in December 2017.

The Engineering Division has reviewed multifunction copiers available through the State of Mississippi Contract and decided the Konica Minolta Bizhub C754e Multifunction copier with auxiliary equipment (available through Contract #8200024360) is best suited to meet the needs of the Engineering Division

Advantage Business System is the supplier of the multifunction copier and has a servicing office located in Jackson, Mississippi.

The requested multifunction printer monthly lease price is \$495.00/month which includes drum, supplies (except paper and staples), and repair maintenance plus a per copy price of \$0.0073 for black and white, \$0.059 for Color.

It is the recommendation of the Department of Public Works that this agreement is approved. If any additional information is required, please do not hesitate to contact me 2091.

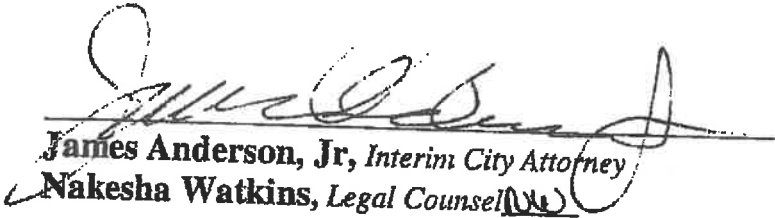
Office of the City Attorney

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

REC'D - CITY ATTORNEY
C/O DEPT. OF PUBLIC WORKS
10/21/11
AW

This ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C754E MULTIFUNCTION COPIER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.


James Anderson, Jr, Interim City Attorney
Nakesha Watkins, Legal Counsel (N)

10-21-11
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 Engineering Division (hereinafter referred to as Customer), and Advantage Business Systems (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:

Advantage Business Systems
Name Donna May
Title Account Executive
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson Engineering Division
Name Ruth Windham
Title Office Coordinator
Address 200 S. President St
City, State, & Zip Code 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 _____ day of _____, 20 17.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Executive

Witness my signature this the 8 day of January, 20 18.

Customer: City of Jackson

By: Chokwe A. Lumumba
Authorized Signature

Printed Name: Chokwe Antar Lumumba

Title: Mayor

**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: 8200031427

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Engineering Division

Bill to Address: P O Box 17, Jackson, MS

Ship to Address: 200 S President St. (Hood Building)
Jackson, MS 39201

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Konica Minolta Bizhub C754e FS534 Finisher PK520 Punch Kit FK511 Fax Kit	\$495.00

Delivery Schedule and Installation Date: 1/31/18

Rental Term: (Number of Months) 48
Start Date: 2/1/18
End Date: 1/31/22

Modifications: Maintenance to be billed @ \$.0073 for b/w and color billed @ \$.059.

Donna May
Vendor Signature

Chetme A. Lumbra
Customer Signature *ML*

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 7)

OFFICE OF THE CITY ATTORNEY
12/21/21
12/21/21

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Mill Street Town Creek Bridge Project; and

WHEREAS, three bids were submitted to the City Clerk on November 23, 2021; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$1,934,815.50 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc. in the amount of \$1,934,815.60 for the Mill Street Town Creek Bridge Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. for the construction of the Mill Street Town Creek Bridge Project, Federal Aid Project Number STP-7261-00(002)LPA/108070, in the amount of \$1,934,815.60 is accepted as the lowest and best bid.


IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Hemphill Construction Company, Inc. for the construction of the Mill Street Town Creek Bridge Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Mill Street Town Creek Bridge Project and to submit the same to MDOT as needed.

Agenda Item #37
Agenda Date December 21, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 2, 2021

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Hemphill for the Mill Street Town Creek Bridge Project			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	Residents, motorists, pedestrians, & bicyclists along Mill St			
4.	Benefits	Construction contract for a bridge replacement			
5.	Schedule (beginning date)	Upon concurrence of MDOT			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Mill St between Griffith St and Hamilton St (Ward 7)			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division			
8.	COST	\$1,934,815.60			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	FHWA Surface Transportation Earmark, 1% Sales Tax 157 45190 6824			
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___			


Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director 

Date: December 2, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hemphill Construction for the Mill Street Town Creek Bridge Project.

The City of Jackson has received an award of federal FAST Act funds to replace the Mill Street bridge over Town Creek. The bridge is an early 20th Century bridge featuring aging concrete and masonry construction.

The City advertised for sealed competitive bids in two newspapers and received three sealed bids on November 23rd. The lowest bid received was from Hemphill Construction Company, Inc. in the amount of \$1,934,815.60. It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
12/15/21
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39209-2779
Telephone: (601) 960-1790
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 7) is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

12/15/21
DATE

Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-00(002) LPA/108070-701000 in Hinds County.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION: \$1,752,088.32

Ref#	Item	Item Description	Item Qty	Units	Volkert, Inc.	Hemphill Construction Company, Inc.	Joe McGee Construction Company, Inc.
0010	201-B001	Clearing and Grubbing	1,000	ACRE	\$1,763,088.320	\$1,934,815.500	\$1,937,123,000
0020	202-A001	Removal of Obstructions	1,000	LS	5,000.00	25,250.00	10,000.00
0030	202-B007	Removal of Asphalt Pavement, All Depths	849,000	SY	50,000.00	90,500.00	150,000.00
0040	202-B080	Removal of Concrete Sidewalk	253,000	SY	10,188.00	8,914.50	8,490.00
0050	202-B089	Removal of Curb &/Or Curb and Gutter, All Types	356,000	LF	5,060.00	6,325.00	3,795.00
0060	202-B126	Removal of Fences, All Types	54,000	LF	7,120.00	5,340.00	5,696.00
0070	202-B164	Removal of Inlet and Junction Box, All Types & Sizes	6,000	EA	270.00	945.00	162.00
0080	202-B191	Removal of Pipe, 8" and Above	108,000	LF	6,750.00	11,100.00	5,550.00
0090	202-B219	Removal of Sign, Ground Mounted With Posts	3,000	EA	2,700.00	3,780.00	2,376.00
0100	202-B259	Removal and Replacement of Water Line	1,000	EA	750.00	750.00	570.00
0110	203-G001	Excess Excavation, FM, AH	318,000	CY	25,000.00	6,500.00	20,000.00
0120	206-A001	Structure Excavation	183,000	CY	4,770.00	9,540.00	11,766.00
0130	209-A005	Geotextiles Stabilization, Type V, Non-Woven	825,000	SY	9,150.00	6,405.00	8,418.00
0140	221-A001	Concrete Paved Ditch	2,000	CY	4,950.00	3,093.75	4,125.00
0150	225-A001	Grassing	1,000	ACRE	2,000.00	2,300.00	2,400.00
0160	226-A001	Temporary Grassing	1,000	ACRE	1,500.00	1,750.00	2,100.00
0170	234-A001	Temporary Silt Fence	1,000	ACRE	1,500.00	1,750.00	1,100.00
0180	237-A002	Wattles, 20"	350,000	LF	2,450.00	1,750.00	1,750.00
0190	246-A001	Sandbags	50,000	LF	460.00	325.00	550.00
0200	249-A001	Riprap for Erosion Control	50,000	LF	500.00	500.00	1,250.00
0210	304-A004	Granular Material, LYM, Class 5, Group C	14,000	TON	1,400.00	1,750.00	1,610.00
0220	304-A005	Granular Material, LYM, Size 57	13,000	CY	650.00	1,105.00	845.00
0230	304-F001	3/4" and Down Crushed Stone Base	338,000	TON	1,080.00	5,220.00	5,220.00
		Or			6,760.00	0.00	0.00
0240	304-F002	Size 610 Crushed Stone Base	338,000	TON	0.00	21,547.50	24,336.00
		Or					

Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-00X(002) LPA/108070-701(010) in Hinds County.		MISSISSIPPI DEPARTMENT OF TRANSPORTATION \$1,752,088.32		Volkert, Inc.	Hemphill Construction Company, Inc.	Joe McGee Construction Company, Inc.
Ref#	Item	Item Description	Item Only	Units		
0250	304-F003	Size 825B Crushed Stone Base	338,000	TON	0.00	
0260	403-A002	12.5-mm. MT. Asphalt Pavement	100,000	TON	19,000.00	23,000.00
0270	403-A008	2.5-mm. MT. Asphalt Pavement	113,000	TON	21,470.00	19,775.00
0280	407-A001	Asphalt for Tack Coat	39,000	GAL	195.00	682.50
0290	413-E001	Sawing and Sealing Transverse Joints in Asphalt Pavement	68,000	LF	462.40	578.00
0300	501-K001	Transverse Grooving	152,000	SY	395.20	836.00
0310	502-A001	Reinforced Cement Concrete Bridge End Pavement	152,000	SY	60,800.00	47,120.00
0320	503-C010	Saw Cut, Full Depth	140,000	LF	19,600.00	1,540.00
0330	601-B001	Class "B" Structural Concrete, Minor Structures	7,000	CY	7,000.00	24,500.00
0340	602-A001	Reinforcing Steel	524,000	LBS	681.20	786.00
0350	603-CA003	15" Reinforced Concrete Pipe, Class III	50,000	LF	2,500.00	3,250.00
0360	603-CA011	18" Reinforced Concrete Pipe, Class II	177,000	LF	8,850.00	13,275.00
0370	603-SB014	18" Branch Connections, Stub into Concrete Box Culvert	1,000	EA	4,000.00	1,500.00
0380	604-A001	Castings	1,220,000	LBS	30,500.00	2,440.00
0390	604-B001	Gratings	1,000,000	LBS	15,000.00	2,000.00
0400	605-A-A001	Geotextile for Subsurface Drainage, Type III	38,000	SY	570.00	285.00
0410	605-T001	4" Perforated Pipe for Underdrains	76,000	LF	3,800.00	2,052.00
0420	605-U001	4" Non-Perforated Pipe for Underdrains	70,000	LF	3,500.00	1,960.00
0430	605-W001	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM	2,000	CY	400.00	270.00
0440	605-W002	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	51,000	CY	10,200.00	4,335.00
0450	605-W003	Filter Material for Combination Storm Drain and/or Underdrains, Type C, FM	51,000	CY	0.00	0.00
0460	607-B017	61" Type I Chain Link Fence, Class I	54,000	LF	648.00	3,240.00
0470	608-A001	Concrete Sidewalk, Without Reinforcement	219,000	SY	65,700.00	12,045.00
0480	609-B002	Concrete Curb, Header	80,000	LF	2,000.00	3,040.00
0490	609-D006	Combination Concrete Curb and Gutter, Type 3	144,000	LF	3,600.00	5,472.00

Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-00(002) LPA/108(70)-701000
in Hinds County.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION: \$1,752,088.32

Ref#	Item	Item Description	Item Qty	Units	Volkert, Inc.	Hemphill Construction Company, Inc.	Joe McGee Construction Company, Inc.
0500	618-A001	Maintenance of Traffic	1,000	LS	\$1,763,088.320	\$1,934,815.500	\$1,937,123.000
0510	619-D1001	Standard Roadside Construction Signs, Less Than 10 Square Feet	66,000	SF	20,000.00	3,500.00	35,000.00
0520	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	165,000	SF	495.00	735.90	726.00
0530	619-F1001	Concrete Median Barrier, Precast	60,000	LF	1,237.50	1,839.75	1,815.00
0540	619-G4005	Barricades, Type III, Single Faced	48,000	LF	1,500.00	3,000.00	2,400.00
0550	619-G7001	Warning Lights, Type "B"	4,000	EA	720.00	720.00	720.00
0560	620-A001	Mobilization	1,000	LS	1,000.00	540.00	540.00
0570	626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	540,000	LF	175,000.00	188,500.00	190,000.00
0580	626-G002	Thermoplastic Detail Stripe, White	830,000	LF	1,890.00	3,159.00	2,970.00
0590	626-H004	Thermoplastic Legend, White	22,000	SF	3,320.00	5,519.50	5,395.00
0600	626-H501	Thermoplastic Legend, Green	286,000	SF	1,648.00	5,665.00	5,356.00
0610	627-L001	Two-Way Yellow Reflective High Performance Raised Markers	7,000	EA	84.00	525.00	490.00
0620	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	3,000	SF	64.50	105.00	90.00
0630	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	18,000	SF	423.00	630.00	558.00
0640	630-C003	Steel U-Section Posts, 3.0 Lb/Ft	60,000	LF	1,920.00	870.00	840.00
0650	630-G005	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted	4,000	EA	400.00	820.00	760.00
0660	699-A001	Roadway Construction Stakes	1,000	LS	25,000.00	25,000.00	28,000.00
0670	907-262-A005	Utility Work - Water, Insertion Valve	2,000	EA	36,000.00	37,000.00	56,000.00
0680	907-262-A005	Utility Work - Water, Ductile Iron Retainer Gland	8,000	EA	8,000.00	840.00	1,280.00
0690	907-262-A005	Utility Work - Water, Expansion/Compression Fitting	2,000	EA	6,000.00	30,100.00	32,000.00
0700	907-262-A006	Utility Work - Water, Ductile Iron Pipe	328,000	LF	49,200.00	55,760.00	47,560.00
0710	907-262-A008	Utility Work - Water, Ductile Iron Fitting	630,000	LBS	18,600.00	6,355.00	4,340.00
0720	501-K001	Transverse Grooving	367,000	SY	1,196.42	2,018.50	917.50
0730	907-803-B001	Conventional Static Pile Load Test	1,000	EA	5,000.00	5,000.00	5,000.00
0740	907-803-J004	PDA Test Pile, Steel Pipe Pile	1,000	EA	15,000.00	25,000.00	25,000.00
0750	907-803-J001	Pile Restrike	1,000	EA	5,000.00	1,500.00	3,000.00

Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-00(002) LPA/108070-701000
in Hinds County.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION: \$1,752,088.32

Ref#	Item	Item Description	Item Qty	Units	Volkert, Inc.	Hemphill Construction Company, Inc.	Joe McGee Construction Company, Inc.
0760	803-P007	18" Steel Pile Piling, Wall Thickness 0.500"	1,360.000	LF	\$1,763,088.320	\$1,934,815.500	\$1,937,123.000
0770	907-804-A001	Bridge Concrete, Substructure, Class "BDX"	155.000	CY	217,600.00	360,400.00	244,800.00
0780	907-804-A002	Bridge Concrete, Superstructure, Class "AA"	118.000	CY	186,000.00	193,750.00	232,500.00
0790	907-804-C500	110' Prestressed Concrete Beam, Type FIB 36	968.000	LF	118,000.00	112,100.00	159,300.00
0800	805-A001	Reinforcement	61,277.000	LBS	338,800.00	338,800.00	290,400.00
0810	813-A001	Concrete Railing	220.000	LF	79,660.10	85,787.80	91,915.50
0820	815-F002	Sediment Control Stone	4,000	TON	13,200.00	19,800.00	19,800.00
					200.00	380.00	1,040.00

Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-00(002) LPA/108070-701000
in Hinds County.

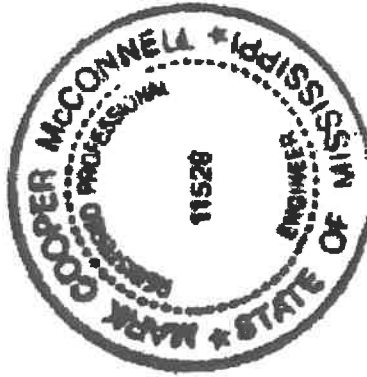
MISSISSIPPI DEPARTMENT OF TRANSPORTATION: \$1,752,088.32

Re#	Item	Item Description	Item Qty	Units	Key, LLC
0010	201-B001	Clearing and Grubbing	1,000	ACRE	\$1,946,291.500
0020	202-A001	Removal of Obstructions	1,000	LS	3
0030	202-B007	Removal of Asphalt Pavement, All Depths	849,000	SY	10,000.00
0040	202-B080	Removal of Concrete Sidewalk	253,000	SY	100,000.00
0050	202-B089	Removal of Curb &/Or Curb and Gutter, All Types	356,000	LF	9,339.00
0060	202-B126	Removal of Fence, All Types	54,000	LF	3,542.00
0070	202-B164	Removal of Inlet and Junction Box, All Types & Sizes	6,000	EA	2,492.00
0080	202-B191	Removal of Pipe, 8" and Above	108,000	LF	702.00
0090	202-B219	Removal of Sign, Ground Mounted With Posts	3,000	EA	1,830.00
0100	202-B259	Removal and Replacement of Water Line	1,000	EA	3,240.00
0110	203-C001	Excess Excavation, FM, All	318,000	CY	6,996.00
0120	206-A001	Structure Excavation	183,000	CY	4,575.00
0130	209-A005	Geotextiles Stabilization, Type V, Non-Woven	825,000	SY	4,125.00
0140	221-A001	Concrete Paved Ditch	2,000	CY	4,630.00
0150	225-A001	Grassing	1,000	ACRE	2,560.00
0160	226-A001	Temporary Grassing	1,000	ACRE	1,555.20
0170	234-A001	Temporary Silt Fence	350,000	LF	1,890.00
0180	237-A002	Wattles, 20"	50,000	LF	1,050.00
0190	246-A001	Sandbags	50,000	LF	1,050.00
0200	249-A001	Riprap for Erosion Control	14,000	TON	1,988.00
0210	304-A004	Granular Material, LVM, Class 3, Group C	13,000	CY	1,560.00
0220	304-A005	Granular Material, LVM, Size 57	36,000	CY	3,240.00
0230	304-F001	3/4" and Down Crushed Stone Base	338,000	TON	0.00
		Or			
0240	304-F002	Size 610 Crushed Stone Base	338,000	TON	20,280.00
		Cr			

Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-00(002) LPA/108070-701000 in Hinds County.		MISSISSIPPI DEPARTMENT OF TRANSPORTATION: \$1,752,088.32		Key, LLC
Ref#	Item	Item Description	Item Qty	Units
0250	304-F003	Size 825B Crushed Stone Base	338.000	TON
0260	403-A002	1.5-mm. MT, Asphalt Pavement	100.000	TON
0270	403-A008	25-mm. MT, Asphalt Pavement	113.000	TON
0280	407-A001	Asphalt for Tack Coat	39.000	GAL
0290	413-E001	Sawing and Sealing Transverse Joints in Asphalt Pavement	68.000	LF
0300	501-K001	Transverse Grooving	152.000	SY
0310	502-A001	Reinforced Cement Concrete Bridge End Pavement	152.000	SY
0320	503-C010	Saw Cut, Full Depth	140.000	LF
0330	601-B001	Class "B" Structural Concrete, Minor Structures	7.000	CY
0340	602-A001	Reinforcing Steel	524.000	LBS
0350	603-CA003	15" Reinforced Concrete Pipe, Class III	50.000	LF
0360	603-CA011	18" Reinforced Concrete Pipe, Class III	177.000	LF
0370	603-SB014	18" Branch Connections, Stub into Concrete Box Culvert	1.000	EA
0380	604-A001	Castings	1,220.000	LBS
0390	604-B001	Gratings	1,000.000	LBS
0400	605-AA001	Geotextile for Subsurface Drainage, Type III	38.000	SY
0410	605-T001	4" Perforated Pipe for Underdrains	76.000	LF
0420	605-U001	4" Non-Perforated Pipe for Underdrains	70.000	LF
0430	605-W001	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM	2.000	CY
0440	605-W002	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	51.000	CY
0450	605-W003	Filter Material for Combination Storm Drain and/or Underdrains, Type C, FM	51.000	CY
0460	607-B017	60" Type I Chain Link Fence, Class I	54.000	LF
0470	608-A001	Concrete Sidewalk, Without Reinforcement	219.000	SY
0480	609-B002	Concrete Curb, Header	80.000	LF
0490	609-D006	Combination Concrete Curb and Gutter, Type 3	144.000	LF
			\$1,946,291.500	
			3	

Ref#		Item	Item Description	Item Qty	Units	Key: LLC	
Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-00(NM2) LPA/08070-701000 in Hinds County.							
				MISSISSIPPI DEPARTMENT OF TRANSPORTATION: \$1,752,088.32			
				Item Qty		Units	
0500	618-A001	Maintenance of Traffic		1,000	LS	12,000.00	
0510	619-D1001	Standard Roadside Construction Signs, Less Than 10 Square Feet		66,000	SF	726.00	
0520	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More		165,000	SF	1,815.00	
0530	619-F1001	Concrete Median Barrier, Precast		60,000	LF	2,040.00	
0540	619-G4005	Barricades, Type III, Single Faced		48,000	LF	720.00	
0550	619-G7001	Warning Lights, Type "B"		4,000	EA	580.00	
0560	620-A001	Mobilization		1,000	LS	190,000.00	
0570	626-E003	6" Thermoplastic Traffic Strips, Continuous Yellow		540,000	LF	3,240.00	
0580	626-G002	Thermoplastic Detail Strips, White		830,000	LF	4,980.00	
0590	626-H004	Thermoplastic Legend, White		22,000	SF	1,012.00	
0600	626-H501	Thermoplastic Legend, Green		206,000	SF	5,356.00	
0610	627-L001	Two-Way Yellow Reflective High Performance Raised Markers		7,000	EA	455.00	
0620	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness		3,000	SF	99.00	
0630	630-A103	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness		18,000	SF	594.00	
0640	630-C003	Steel U-Section Posts, 3.0 Lb/Ft		60,000	LF	900.00	
0650	630-G005	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted		4,000	EA	740.00	
0660	699-A001	Roadway Construction Stakes		1,000	LS	24,000.00	
0670	907-262-A005	Utility Work - Water, Insertion Valve		2,000	EA	78,400.00	
0680	907-262-A005	Utility Work - Water, Ductile Iron Retainer Gland		8,000	EA	20,880.00	
0690	907-262-A005	Utility Work - Water, Expansion/Compression Fitting		2,000	EA	20,000.00	
0700	907-262-A006	Utility Work - Water, Ductile Iron Pipe		328,000	LF	25,912.00	
0710	907-262-A006	Utility Work - Water, Ductile Iron Fitting		620,000	LBS	4,960.00	
0720	501-K001	Transverse Grooving		367,000	SY	1,101.00	
0730	907-803-B001	Conventional Static Pile Load Test		1,000	EA	5,000.00	
0740	907-803-J004	PDA Test Pile, Steel Pipe Pile		1,000	EA	27,500.00	
0750	907-803-J001	Pile Restrike		1,000	EA	5,500.00	

Bridge Replacement on Mill Street over Town Creek, known as Federal Aid Project No. STP-7261-001(MR2) LPA/108070-701000 in Hinds County.		MISSISSIPPI DEPARTMENT OF TRANSPORTATION: \$1,752,088.32		Key: LLC
Ref#	Item	Item Description	Item Qty	Units
0760	803-P007	18" Steel Pile Piling, Wall Thickness 0.500"	1,360.000	LF
0770	907-804-A001	Bridge Concrete, Substructure, Class "BDX"	155.000	CY
0780	907-804-A002	Bridge Concrete, Superstructure, Class "AA"	118.000	CY
0790	907-804-C500	110' Prestressed Concrete Beam, Type FIB 36	968.000	LF
0800	805-A001	Reinforcement	61,277.000	LBS
0810	813-A001	Concrete Railing	220.000	LF
0820	815-F002	Sediment Control Stone	4,000	TON
			\$1,946,291,500	
			3	
			238,000.00	
			334,025.00	
			149,270.00	
			271,040.00	
			82,723.95	
			19,800.00	
			360.00	



Mark C. McConnell

ORDER ACCEPTING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION (WARD 2)

OFFICE OF THE CITY ATTORNEY
12/21/2021

WHEREAS, on March 16, 2021 the City of Jackson accepted Fordice Construction Company's bid of \$390,671.00 for the Woodway Drive Bridge Replacement Project; and

WHEREAS, the contract work involved the removal and replacement of the timber bridge structure on Woodway Drive within the City of Jackson corporate limits; and

WHEREAS, due to the collapse of the existing bridge, additional items of work and additional quantities were necessary to complete the project that resulted in the need for a change order; and

WHEREAS, this change order also adjusts quantities to their as-built quantities from the estimated quantities in the plans and specifications; and

WHEREAS, Change Order No 1/Final increases the contract amount from \$390,671.00 to \$433,523.97; and

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

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

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 1/Final and authorize final payment in the amount of \$59,999.00 to Fordice Construction Company.

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final to the Contract with Fordice Construction Company for the Woodway Drive Bridge Replacement Project in the total amount of \$42,852.97 is accepted.

IT IS FURTHER ORDERED that the City is authorized to make final payment in the amount of \$59,999.00 and release all securities held to Fordice Construction Company for all the work completed and materials furnished under this contract and that the City Clerk is authorized to publish the Notice of Completion of the Woodway Drive Bridge Replacement Project.

Agenda Item #38
Agenda Date December 21, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 2, 2021

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION (WARD 2)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6 and 7																																													
3.	Who will be affected	Residents in Ward 2																																													
4.	Benefits	Bridge Infrastructure																																													
5.	Schedule (beginning date)	Project Completed																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Woodway Drive, Ward 2																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Final Contract Cost: \$433,523.97 Final Payment Amount: \$59,999.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 Account: 173-45190-6824																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Marlin King, Director

Date: December 2, 2021

Agenda Item: Woodway Road Bridge Project
Council Meeting: Regular Council Meeting, December 7, 2021

Background:

Attached, you will find an agenda item to authorize Change Order No. 1/Final and requesting final payment to Fordice Construction Company for the Woodway Drive Bridge Replacement Project. The bridge replacement project removed a structurally deficient precast bridge structure with new concrete bridge structure. Fordice Construction Company has completed the construction and is requesting final payment in the amount of \$59,999.00. The change order resulted from a collapse of the existing bridge after the project bid, which required additional work, and from adjustment of quantities to as-built. The amount of the change order is \$42,852.97.

It is the recommendation of this office that Change Order No. 1/Final be accepted and that Fordice Construction Company receive final payment in the amount of \$59,999.00. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Marlin King, Director



Date: November 2, 2021

Agenda Item: Woodway Road Bridge Project
Council Meeting: Regular Council Meeting, November 23, 2021

Background:

Attached, you will find an agenda item requesting final payment to Fordice Construction Company for the Woodway Drive Bridge Replacement Project. The bridge replacement project removed a structurally deficient precast bridge structure with a new concrete bridge structure. Fordice Construction Company has completed the construction and is requesting final payment in the amount of \$59,999.00.

It is the recommendation of this office that Fordice Construction Company is paid final payment in the amount of \$59,999.00. 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 39202-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
12/2/21

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

12/2/21

DATE

CHANGE ORDER NUMBER ONE (1) and FINAL

Woodway Drive Bridge Replacement

DATE November 30, 2021

TITLE Woodway Drive Bridge Replacement

OWNER City of Jackson

CONTRACTOR Fordice Construction Company
1798 Hwy 27
P.O. Box 1101
Vicksburg, Mississippi 39181

ENGINEER Michael Gates, EI
Engineering Division
Department of Public Works

ORIGINAL CONTRACT PRICE \$ 390,671.00

TOTAL INCREASE CHANGE ORDER NO. 1 \$ 42,852.97

Final Contract Price \$ 433,523.97

APPROVALS

Accepted By

Fordice Construction Company

Hunter L. Fordice, President

Recommended for Approval
CITY OF JACKSON

Dr. Charles Williams, P.E., Engr. Div., DPW

Approved
CITY OF JACKSON

Chokwe Antar Lumumba, Mayor

Acceptance of final payment by Contractor constitutes a complete and general release of the City from all claims and liability of whatever nature, whether then known or unknown, whether then existing or thereafter arising, and whether in contract, tort, or other basis of relief. No payment, including final payment, nor partial or entire use or occupancy of the Work, shall be construed as acceptance of effective, incomplete or nonconforming Work, and Contractor shall remain responsible and liable for full performance in strict compliance with the Contract Documents.



Established 1948

FORDICE CONSTRUCTION COMPANY

P.O. BOX 1101
VICKSBURG, MISSISSIPPI 39181
TELEPHONE 601/636-5807
FAX 601/636-8847

October 26, 2021

Mr. Tony Lewis,
CiViLTech, Inc.
5240 Executive Place
Jackson, Mississippi 39206

Re: City of Jackson Woodway Drive Bridge Replacement
City Project No. 18B4503.201

Dear Mr. Lewis:

Enclosed is our proposed Pay Estimate Number Five (5) and FINAL covering the period from October 1, 2021 thru October 31, 2021 on the above referenced project.

You will note that this shows the Final Contract Amount on this project to be \$433,523.97. If you find everything to be in order, please process this pay estimate with the City of Jackson, MS at your earliest convenience, and let me know what additional documentation is required from me to close out this project.

If you have any questions or need additional information, please don't hesitate to contact me.

Very truly yours,

FORDICE CONSTRUCTION COMPANY

Hunter L. Fordice
President

HLF/pho

Encl.



SKILL • RESPONSIBILITY • INTEGRITY

CITY OF JACKSON, MISSISSIPPI
 CONTRACTOR'S MONTHLY ESTIMATE
 City Project Number : 1984503.201
 Woodway Drive Bridge Replacement
 Estimate No. : Five (5) & FINAL
 Period : October 1, 2021 thru October 31, 2021

ITEM	PLAN QUANTITY	ALLOWED THIS MONTH	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT THIS MONTH	TOTAL AMOUNT TO DATE
Mobilization	1		1	LS	\$20,000.00	\$0.00	\$20,000.00
Clearing & Grubbing	1		1.00	LS	20,000.00	0.00	20,000.00
Removal of Bridge	1		1.00	Each	40,000.00	0.00	40,000.00
Removal of Asphalt Pavement	136		136	SY	15.00	0.00	2,040.00
Unclassified Excavation (LVM)	374		374	CY	20.00	0.00	7,480.00
Seeding	1	0.50	0.50	Acre	6,000.00	3,000.00	3,000.00
Temporary Silt Fence (Type I)	400		0	LF	10.00	0.00	0.00
Temporary Erosion Checks	16		0	Bale	15.00	0.00	0.00
Granular Material (LVM)(CI 5, Gp B)	17		0	Ton	90.00	0.00	0.00
Hot Mix Asphalt, ST (9.5 mm)	89	149.98	149.98	Ton	180.00	26,996.40	26,996.40
Hot Mix Asphalt, ST (12.5 mm)	89	36.32	36.32	Ton	180.00	6,537.60	6,537.60
Cold Milling	237	585	585	SY	25.00	14,625.00	14,625.00
Adjustment of Waterline	1		1	LS	7,500.00	0.00	7,500.00
Maintenance of Traffic	1	0.044	1.000	LS	5,000.00	220.00	5,000.00
4" Wide Thermo Plastic Traffic Stripe (CY)	390	862	862	LF	10.00	8,620.00	8,620.00
Grouted Rip-Rap (200 lb)	360.00		241.11	SY	115.00	0.00	27,727.65
Geotextile Under Riprap, Ty V	177		283.33	SY	4.00	0.00	1,133.32
Bridge Items							
28'-0" CLEAR ROADWAY WIDTH							
3@19' Precast Concrete Spans							
Test Pile	2		2	Each	5,500.00	0.00	11,000.00
14" Prestressed Concrete Piling	640		480	LF	54.00	0.00	25,920.00
End Span							
19' Precast Concrete Slab Unit, 3.5' Inter.	8		8	Each	3,500.00	0.00	28,000.00
18' Precast Concrete Slab Unit, 4.5' Inter.	4		4	Each	4,100.00	0.00	16,400.00
19' Precast Concrete Slab Unit, 3.5' Extier.	4		4	Each	3,300.00	0.00	13,200.00
19' Precast Concrete Barrier Rail	76		76	LF	207.00	0.00	15,732.00
33' Precast Concrete Cap, End Unit	2		2	Each	7,250.00	0.00	14,500.00
Precast Concrete Wing	4		4	Each	1,600.00	0.00	6,400.00

PLAN QUANTITY	ALLOWED THIS MONTH	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT THIS MONTH	TOTAL AMOUNT TO DATE
---------------	--------------------	-----------------	------	------------	-------------------	----------------------

<u>Intermediate Span</u>						
19' Precast Concrete Slab Unit, 3.5' Inter.	4	0	Each	3,500.00	0.00	0.00
19' Precast Concrete Slab Unit, 4.5' Inter.	2	0	Each	4,100.00	0.00	0.00
19' Precast Concrete Slab Unit, 3.5' Exter.	2	0	Each	3,300.00	0.00	0.00
19' Precast Concrete Barrier Rail	38	0	LF	207.00	0.00	0.00
36' Precast Concrete Cap, Intermediate	2	2	Each	7,250.00	0.00	14,500.00

Change Order Due to Bridge Collapse

<u>Additional Removal After Collapse</u>						
Borrow Excavation (LVM)	1	1	LS	10,000.00	0.00	10,000.00
19' Precast Concrete Slab Unit, 3.5' Inter.	300	585	CY	30.00	0.00	17,550.00
19' Precast Concrete Slab Unit, 4.5' Inter.	0	0	Each	3,500.00	0.00	0.00
19' Precast Concrete Slab Unit, 4.5' Inter.	0	0	Each	4,100.00	0.00	0.00
19' Precast Concrete Slab Unit, 3.5' Exter.	0	0	Each	3,300.00	0.00	0.00
19' Precast Concrete Barrier Rail	0	0	LF	207.00	0.00	0.00
31' Precast Concrete Slab Unit, 3.5' Inter.	4	4	Each	6,400.00	0.00	25,600.00
31' Precast Concrete Slab Unit, 4.5' Inter.	2	2	Each	7,500.00	0.00	15,000.00
31' Precast Concrete Slab Unit, 3.5' Exter.	2	2	Each	6,750.00	0.00	13,500.00
31' Precast Concrete Barrier Rail	62	62	LF	251.00	0.00	15,562.00
36' Precast Concrete Cap, Intermediate	0	0	Each	7,250.00	0.00	0.00

TOTAL CONSTRUCTION ITEMS

Less Retainage at 0.0 %

TOTAL AMOUNT NOW DUE AND PAYABLE

TOTAL AMOUNT EARNED TO DATE	\$433,523.97
LESS RETAINAGE @ 5.0 %	0.00
TOTAL AMOUNT DUE AND PAYABLE	\$433,523.97
LESS PREVIOUS PAYMENTS	(354,848.72)
AMOUNT CURRENTLY DUE & PAYABLE	\$78,676.25

\$59,999.00 \$433,523.97

0.00 0.00

\$59,999.00 \$433,523.97

\$433,523.97

0.00

\$433,523.97

(354,848.72)

\$78,676.25

CONTRACTOR'S CERTIFICATE FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Forlice Construction Company

By:  Date: October 28, 2021

Hunter L. Fordice, President

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 78,675.25

ENGINEER :

By:  Date: Oct 27, 2021



Established 1948

FORDICE CONSTRUCTION COMPANY

P.O. BOX 1101
VICKSBURG, MISSISSIPPI 39181
TELEPHONE 601/636-5807
FAX 601/636-8847

October 26, 2021

Mr. Tony Lewis,
CIViL Tech, Inc.
5240 Executive Place
Jackson, Mississippi 39206

Re: City of Jackson Woodway Drive Bridge Replacement
City Project No. 18B4503.201

Dear Mr. Lewis:

Enclosed is our proposed Pay Estimate Number Five (5) and FINAL covering the period from October 1, 2021 thru October 31, 2021 on the above referenced project.

You will note that this shows the Final Contract Amount on this project to be \$433,523.97. If you find everything to be in order, please process this pay estimate with the City of Jackson, MS at your earliest convenience, and let me know what additional documentation is required from me to close out this project.

If you have any questions or need additional information, please don't hesitate to contact me.

Very truly yours,

FORDICE CONSTRUCTION COMPANY

Hunter L. Fordice
President

HLF/pho

Encl.



SKILL • RESPONSIBILITY • INTEGRITY

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 16, 2021 10:00 A.M.**

638

President Banks recognized Charles Williams, Director of Public Works, who provided a brief overview of said item.

Thereafter, President Banks called for a vote on said item:

Yeas – Banks, Foote, Lee, Lindsay, and Tillman.

Nays – Stokes.

Absent – Stamps.

Note: Council Member Tillman left the meeting.

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

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

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

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

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

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

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

Council Member Tillman moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Lee, Lindsay and Stokes.

Nays – None.

Absent – Stamps and Tillman.

Note: Council Member Tillman returned to the meeting.

ORDER ACCEPTING THE BID OF FORDICE CONSTRUCTION COMPANY FOR THE WOODWAY DRIVE BRIDGE REPLACEMENT PROJECT.

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

WHEREAS, the bid received from Fordice Construction Company in the amount of \$390,671.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Fordice Construction Company as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Fordice Construction Company in the amount of \$390,671.00, is accepted in accordance with the City's Advertisement for Bidders; said

bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Lee moved adoption; Council Member Lindsay seconded.

President Banks recognized Council Member Foote who moved, Council Member Tillman seconded, to amend said order changing "Hathorn" to "Hawthorn" throughout said item. The motion prevailed by the following votes:

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

President Banks recognized Charles Williams, Director of Public Works, who provided a brief overview of said item.

Thereafter, President Banks called for the vote on the Order, as amended:

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE HAWTHORN DRIVE BRIDGE REPLACEMENT PROJECT.

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

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

WHEREAS, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc., in the amount of \$528,353.40, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

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

Yeas – Banks, Foote, Lee, Lindsay and Tillman.
Nays – Stokes.
Absent – Stamps.

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MUTUAL AID AGREEMENT WITH OTHER WATER AND WASTEWATER UTILITIES THROUGH THE RURAL WATER EMERGENCY ASSISTANCE COOPERATIVE.

WHEREAS, the 2021 Winter Storm Emergency has demonstrated a need for the Department of Public Works to have a readily available source of emergency assistance that can augment its own maintenance and operations staff in the event of an emergency; and

WHEREAS, the Mississippi Public Service Commission has provided the City with information about the Rural Water Emergency Assistance Cooperative administered by the Mississippi Rural Water Association, Inc.; and

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE
ADDENDUM NO. 2 TO THE MASTER UTILITY SERVICES
AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR STORM
WATER PUMPING SERVICES AT THE SAVANNA STREET
WASTEWATER TREATMENT PLANT (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY
12/15/2021
Sj-2021

WHEREAS, the City of Jackson entered into a Master Utility Services Agreement with Sustainability Partners, LLC, a Delaware limited liability corporation with its principal business address as 3133 W. Fry Road, Suite 101, Chandler, Arizona 85226 on or about November 30, 2020; and

WHEREAS, the City of Jackson and Sustainability Partners entered into a Service Addendum to the Master Utility Services Agreement to provide water meter services and utility billing services to the City under the terms of the Addendum and the Master Utility Services Agreement; and

WHEREAS, the City of Jackson now wishes to include in the services provided storm water pumping services at the Savanna Street Wastewater Treatment Plant (WWTP); and

WHEREAS, the Savanna Street WWTP uses a 100 million gallons per day capacity (mgd) pump in its influent pump station to divert excess raw sewage flows that occur during rain events to the plant's storm cells where this raw sewage is held until they can be pumped back into the plant for treatment; and

WHEREAS, the 100 mgd pump currently installed in the Savanna Street WWTP is the original pump from the construction of the plant, has failed, and can no longer be repaired; and

WHEREAS, until the 100 mgd pump is replaced, the City pay for the rental of multiple, large bypass pumps that operate from an open pit upstream of the influent pump station to divert excess raw sewage flows that occur during rain events (wet weather flows) to the plant storm cells; and

WHEREAS, the Water-Sewer Fund currently does not have sufficient funds budgeted this fiscal year to pay for the replacement of the 100 mgd pump and appurtenances necessary for its operation nor does it have sufficient funds budgeted to pay for the rental of the temporary bypass pumps; and

WHEREAS, Sustainability Partners has proposed to provide the necessary pumping services provided by the 100 mgd pump by providing the temporary bypass pumps and the 100 mgd pump and its installation as a service under the terms of the Master Utility Service Agreements and an Addendum No. 2 thereto; and

WHEREAS, the daily usage rate for the 100 mdg pump and motor, and a 48-inch knife gate valve with handwheel are as follows:

Unit "Id #"	Description of USA Service Components (the "Units")	Daily Usage Rate
A	100 MGD Pump and Motor	\$0.477
B	48" Knife Gate Valve with Handwheel	Included in Id #A

Agenda Item # 39
Agenda Date December 21, 2021
(King, Lumumba)

WHEREAS, the usage rate for the pump on which the monthly payment is based is the number of connections to the City's water system per month; and

WHEREAS, at expected capacity, that number of connections is 61,225, resulting in a monthly payment of \$29,204.33; and

WHEREAS, at full capacity, that number of connections is 73,400, resulting in a monthly payment of \$35,045.19; and

WHEREAS, the minimum capacity that would be used to calculate the monthly payment, in the event that the number of connections after installation either did not equal 61,225 or there was a reduction in customers would be 58,720, resulting in a monthly payment of \$28,009.44; and

WHEREAS, Service Addendum No. 2 also includes a contingency of up to 5% of the usage rate for the scope of the work to allow for unanticipated work required during installation and a contingency of up to 10% of the usage rate to allow Sustainability Partners to take advantage of any premium available from the manufacturer of the 100 mgd pump and appurtenances that result in the prioritization of its order; and

WHEREAS, the City will not be responsible for any payments under this Service Addendum No. 2 until the later of installation and operation of the 100 mgd pump and 48-inch knife gate valve or next fiscal year; and

WHEREAS, under the terms of the Master Utility Service Agreement, Sustainability Partners would be responsible for maintenance of the temporary bypass pumps and for maintenance of the 100 mgd pump and 48-inch knife gate valve; and

WHEREAS, upon termination of this Addendum, pursuant to the terms for the Master Utility Services Agreement, Sustainability Partners will assign the 100 mgd pump and 48-inch knife gate valve with handwheel to the City on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND", but receiving the rights to any existing warranties or maintenance agreements, with the City responsible for paying to Sustainability Partners the value of the remaining useful life of the 100 mgd pump and 48-inch knife gate valve as determined by a third-party selected by Sustainability Partners, subject the City's rejection of that third-party for a reasonable basis; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Service Addendum No. 2 to the November 10, 2020 Master Utility Service Agreement with Sustainability Partners, LLC, consistent with the prices set forth above.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 78 2021

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE ADDENDUM NO. 2 TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR STORM WATER PUMPING SERVICES AT THE SAVANNA STREET WASTEWATER TREATMENT PLANT (ALL WARDS)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5., 6., and 7.																																													
3.	Who will be affected	All of the City's water-sewer utility customers																																													
4.	Benefits	Will allow the continued use of the storm cells at Savanna St. WTTP																																													
5.	Schedule (beginning date)	Upon Approval and with execution of the Addendum																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works																																													
8.	COST	No payments will be invoiced until next fiscal year; pursuant to the daily rates in the Addendum.																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Will needed to be budgeted beginning in Fiscal Year 2023																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



WATER-SEWER BUSINESS ADMINISTRATION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin King, Director
Date: December 15, 2021
Subject: Agenda Item for City Council Meeting

Attached is an order authorizing you to execute Service Addendum No. 2 to the Master Utility Service Agreement with Sustainability Partners, LLC.

The Savanna Street WWTP uses a 100 mgd pump in its Influent Pump Station to pump excess sewage flows that happen during rain events to storm cells where the excess sewage flows are stored until they can be pumped back into the plant for treatment. This process is necessary to prevent the high wet weather flows from damaging the plant or the treatment process.

The 100 mgd pump at Savanna Street WWTP uses the original motor from the time the plant was built in the 1980's. The motor has been repaired on several occasions in the past. However, the motor is no longer repairable and must be replaced.

The Water-Sewer Fund does not currently have the estimated funds, \$3,065,004, necessary to provide temporary bypass pumping while the pump is being manufactured, to purchase the motor, and to install it, along with a 48-inch knife gate valve with handwheel that will need to be replaced at the same time.

Sustainability Partners, LLC, the company providing the water meter services to the City through a service agreement, has proposed to provide the same type service for the 100 mgd pump. The agenda item would authorize Addendum No. 2 to the Master Utility Services Agreement to provide the City with the necessary pumping services at the Savanna Street WWTP. Under their proposal, SP would be responsible for the rental and maintenance of temporary bypass pumps to be used until the 100 mgd pump is manufactured and installed. SP would be responsible for the purchase of the 100 mgd pump and the procurement of the contractor to install the 100 mgd pump and 48-inch knife gate valve. After installation, SP would be responsible for providing for the routine maintenance of the 100 mgd pump and the knife gate valve. In the event that the 100 mgd pump had to be taken offline for repair, SP would bear the cost of rental bypass pumps.

The monthly payments would not begin until FY2023, which would avoid issues with the FY2022 budget, though requiring that the monthly payments be included in next year's Water-Sewer budget. The monthly cost is based on the number of meters the City expects to install, 61,225, and a daily usage rate of \$0.477, which yields a monthly cost of \$29,204.33. At this time, this amount is the anticipated

monthly payment that would begin in FY2023 or operation of the 100 mgd pump, whichever happens later.

In the future, should the City decide it would rather own the 100 mgd pump and the knife gate valve, the Master Utility Services Agreement provides a process for determining the purchase price for the pump and valve.

Please contact if you have any questions.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE ADDENDUM NO. 2 TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR STORM WATER PUMPING SERVICES AT THE SAVANNA STREET WASTEWATER TREATMENT PLANT (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

12/14/21
DATE

Exhibit 2
Service Addendum

This Document. This document, Ref #JACKSON-3, ("Service Addendum") is entered into as of the Effective Date set forth below by and between City of Jackson, Mississippi ("Customer") and SP Jackson WWTP 2021, LLC ("SP Entity").

General Terms. The "General Terms" referred to herein are those General Terms set forth in Exhibit 1 to that certain Master Utility Service Agreement (the "M-USA"), dated as of November 30, 2020, between Sustainability Partners, LLC ("SP") and Customer, in the form attached thereto on the effective date of the M-USA, without giving effect to any amendments, waivers, or any other modifications thereto. The "Notice to Proceed" and the "Certificate of Acceptance" referred to herein are those attached to the M-USA as Exhibit 3 and Exhibit 4, without giving effect to any amendments, waivers, or any other modifications thereto.

This Agreement. Each combination of General Terms, Service Addendum, Notice to Proceed and Certificate of Acceptance constitutes a standalone binding agreement between Customer and the SP Entity. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms. The terms of this Service Addendum shall control over any different General Terms.

This Addendum is limited to the repair, maintenance, remodeling, renovation, modernization, or construction of an existing facility at the Location and does not involve a change or increase in the size, type, or extent of the facility.

The "LOCATION". State: MS

Location Name and Address:	Savanna Wastewater Treatment Plant - 3810 I-55 South, Jackson, MS 39284			
Rights Fee:	Amount:	N/A	Funding Condition:	N/A
Connect Fee:	Amount:	N/A	Billing Condition:	N/A

The "USA SERVICE"

Unit "ID #"	Quantity	Description of USA Service Components (the "Units")
* A *	1	100 MGD Pump and Motor
* B *	1	48" Knife Gate Valve with Handwheel

The Term

"Initial Term":	1	Month/Years	M	"Additional Term":	1	Mo/Yrs.	M
*(If Customer is the Initial Funding Entity, the Initial Term is determined based on Section 10.1)							

USA PAYMENT CALCULATION and DEFINITIONS

"USA Payment"	is the total of Unit(s) * (Usage + Capacity + Availability) + MMC/MMR Reserves + Deferred Catchup
"Capacity"	is Capacity Base * Usage Rate
Utility Charge or Revenue Share? (U/R)	U If R, Revenue Source: N/A

Unit Id #	SP Initial Funding Entity?	Rights Fee?	Full Capacity/Connections	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months RoR	Est. Useful Life
							Unit	Rate		
* A *	Yes	No	73,470	Number of water connections for the City of Jackson's water system per month	Per water connection	\$0.477	N/A	N/A	N/A	30
* B *	Yes	No	73,470	Same as Id # A	Per water connection	Included in Id # A	N/A	N/A	N/A	25

"Expected Use" of Full Capacity (monthly):	=	83%	"Lowest Contemplated Use" of Full Capacity (monthly):	=	80%
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Customer's signatory is authorized to approve up to the following for increases to the Usage Rate:

Scope Contingency:	=	5%	Supply Chain Contingency:	=	10%
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“Price Index”

USA Payment “ % Eligible for Index”	=	20%	Credited to:	MMC
(select one)	=	PPI	U.S. CPI - All Urban Consumers, U.S. City Average (CUUR0000SA0) U.S. PPI - Commercial machinery repair & maintenance (PCU81138113)	
			Other: =	3.50%

INSTALLATION MATTERS

“Installation Limit”:	\$1,162,350* (*see below Additional Terms)	“Completion Target”:	14 - Months	Monthly “Carrying Charge”:	0.85%
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Approved Installation Contractors: Contracting Party shall be SP Entity or Customer (S/C) S

Max Foote Construction Co., LLC

Approved MMC – MMR Providers: Contracting Party shall be SP Entity or Customer (S/C) S

TBD

OTHER APPLICABLE TERMS

	Actual	Suggested				
MMC Reserve	TBD in NIP	TBD	Per (Month/Year)	M	Starting month # after Install Date	1
MMR Reserve	TBD in NIP	TBD	Per (Month/Year)	M	Starting month # after Install Date	1
Defer USA Payments by:	0%	Defer monthly Usage over:	N/A	# of months being deferred:	N/A	
# of months to spread Deferred Catchup over:	N/A	Starting month # for Deferred Catchup:	N/A	plus the Unit’s annual monthly standard deviation to Unit Use.	Yes	

Self-Install:	Has Customer opted to self-install the USA Service itself? Yes/No	No
MMC Agreement:	Will Customer source and contract for Unit maintenance and renewal services. Yes/No	No
Taxes and Fees	Taxes and Fees direct bill or add to applicable Usage Rates? Direct/Usage	Usage
Right of Return		No
Return Limit	10% If Yes, applies for N/A- months after the USA Start Date	

Customer Unit Replacement: When “Customer Unit Replacement” applies, fill in below:

Unit Id #	“Replacement Credit”	Unit Id #	“Replacement Credit”	Unit Id #	“Replacement Credit”
N/A	\$0	N/A	\$0	N/A	\$0

Additional Terms: The following terms shall also control over any conflicting terms in the Agreement:

1. The USA Payment shall be made pursuant to the Authorization Agreement for direct ACH debits and credits.
2. The Agreement may not be transferred, in whole or in part, by any party without the other party’s written consent. In the event of a permitted transfer of the Agreement, references to the assigning party shall be deemed to refer to the permitted transferee, except to the extent the applicable language or context require otherwise.
3. The Installation Limit includes 12 months of the Bypass rental.
4. “Scope Contingency” means Customer pre-approval of possible cost increases due to increase in number of Unit(s) or Installation scope needed to accomplish the Project prior to a CofA for inclusion in a Usage Rate increase calculation.
5. “Supply Chain Contingency” means Customer pre-approval of possible increases in costs from providers of the Unit(s), Contractor(s), or MMC provider(s) needed to accomplish the Project prior to a CofA for inclusion in a Usage Rate increase calculation.

Effective Date: November __, 2021

Customer:

City of Jackson, MS

By: _____
Name: Honorable Chokwe Antar Lumumba
Title: Mayor

SP Entity:

SP Jackson WWTP 2021, LLC
By: Sustainability Partners Services LLC, its Manager

By: _____
Name: Adam Cain
Title: COO & General Counsel

DRAFT



SUSTAINABILITY

Master Utility Service Agreement

The parties to this Master Utility Service Agreement (this "M-USA") are City of Jackson, Mississippi ("Customer") and Sustainability Partners LLC, a Delaware limited liability company ("SP"). This M-USA sets forth the General Terms and Conditions attached as Exhibit 1 (the "General Terms") that apply to sustainability solutions and related services to be provided by SP or an affiliate thereof (as applicable, the "SP Entity") as described in each subsequently executed USA Service Addendum identified as an Exhibit 2 to this M-USA (each a "Service Addendum"), and subject to acceptance pursuant to one or more Certificates of Acceptance identified as an Exhibit 4 to this M-USA for installed solution components contemplated by the corresponding Service Addendum (each a "Certificate of Acceptance").

This M-USA is entered into by and between the undersigned parties (each a "Party;" together, the "Parties") for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of November 30, 2020.

City of Jackson, Mississippi

Sustainability Partners LLC

By: [Signature]
Name: Chokwe A. Lumumba
Title: Mayor
Phone:
E-Mail:
Address:

By: [Signature]
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Date: November 30, 2020

These General Terms and Conditions (these "General Terms") apply to and are incorporated into each Agreement (defined below) between Customer and an SP Entity. Capitalized terms not defined in these General Terms have the meanings given in the applicable Agreement and the Master Utility Service Agreement (the "M-USA") to which these General Terms are attached as Exhibit I.

1. **The Sustainability Services.** Customer engages the SP Entity as an independent contractor to provide the following services (the "Services") at the Location on the terms set forth in this Agreement for Unit(s):
 - 1.1. *SP Entity ownership.* If the SP Entity is funding the Unit(s), the SP Entity will acquire and cause the Unit(s) to be installed at the Location. The SP Entity will pay the Installation Cost in connection with the Installation of the Unit(s);
 - 1.2. *Customer ownership.* If the SP Entity is paying a Rights Fee or the Unit(s) are Customer funded, the Customer has and retains all Unit(s) ownership and operation rights provided there is no Payment Default;
 - 1.3. *Maintenance.* Whether SP Entity ownership or Customer ownership, maintenance costs of Unit(s) shall be as provided for in Sections 7, 8, and 9 of this Agreement; and
 - 1.4. *Use.* Unless there is a Payment Default, the SP Entity allows Customer's full use of the Unit(s) at the Location during the Initial Term and any and all subsequent Additional Terms (each being defined in the Service Addendum and collectively defined as the "Term").
2. **USA Payments.**
 - 2.1. *In General.* Customer will pay the USA Payments to the SP Entity as calculated in the Agreement. Where Revenue Sharing is the source of USA Payments and the Revenue is insufficient to fund the USA Payments, Customer will pay the shortfall.
 - 2.2. *Invoicing and Payment.* The SP Entity will electronically invoice Customer monthly, and invoiced amounts are due in full within 30 days by credit card, ACH, wire transfer or on such method as Customer and the SP Entity shall hereafter agree.
 - 2.3. *Late Fees.* If any amount due to the SP Entity is delinquent for more than 30 days, such amount will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and Customer will bear the reasonable costs and expenses (including attorneys' fees and costs) incurred by the SP Entity in collecting such amounts.
 - 2.4. *Data Interruptions.* If data for calculation of a USA Payment is unavailable to the SP Entity, the SP Entity may estimate the payment associated with such Units based on historical Usage, usage of similar Units or other reasonable means; provided that (a) any such estimated amounts shall be clearly identified on the applicable invoice, and (b) if the relevant actual data becomes available within six months following the invoice date for the estimated payment, the SP Entity will reconcile on the next invoice the actual data with the estimated data and provide a true-up calculation to Customer.
 - 2.5. *Excess Usage.* Should annual USA Payments exceed that required for SP Entity obligations those funds will be credited to the Support Reserves.
 - 2.6. *Usage Rate Reduction Payment.* At Customer's sole option, starting year 4 from Install Date, the Customer may once a year, propose to make an additional payment (a "Usage Rate Reduction Payment") of no less than 10% of Actual Cost. Following receipt of such a proposal for a Usage Rate Reduction Payment, the SP Entity shall provide Customer with a restated Service Addendum containing updated Usage Rates (contingent on receipt of the Usage Rate Reduction Payment) determined by the SP Entity to achieve economics consistent with the methodology used to establish the Usage Rates in the existing Service Addendum. Within 30 days thereafter, Customer, at its sole, option may elect whether to approve and execute the restated Service Addendum and pay the corresponding Usage Rate Reduction Payment.
 - 2.7. *Governmental Entity Provisions.* If Customer is a Governmental Entity, the following provisions shall apply:
 - a) *Legislative Appropriation.* The SP Entity acknowledges that Customer's payment of amounts, other than Revenue Sharing, due under this Agreement is subject to appropriation by Customer's applicable legislative body of sufficient funds therefor and the availability of funds following legislative appropriation. In any budget submitted by Customer for approval and funding by Customer's applicable legislative body that provides for payment of all Customer utilities from which Customer agrees SP Entity payment is to derive, Customer shall include sufficient funding for unpaid amounts to be paid by Customer under this Agreement, as well as sufficient funding for such amounts anticipated to be paid by Customer under this Agreement for the period covered by the appropriation.
 - b) Customer makes no representations, warranties, or covenants, express or implied, that the legislature will make such appropriations. So long as (i) the Customer continues to make good faith best efforts to pass such appropriation, keeping the SP Entity fully informed of such efforts, and (ii) the SP USA Payment is treated pari-passu in all respects with payments to all other Customer utilities requiring similar appropriations, failure to pass such appropriation will not result in a Payment Default by Customer. Except as provided for by satisfying conditions (i) and (ii) above, delays or failures to pay amounts when otherwise due under this Agreement, including the failure of Customer's applicable legislative body to appropriate necessary funds, this provision shall not restrict the SP Entity from terminating this Agreement for a resulting Payment Default by Customer.
 - c) *Invoicing and Payment.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.2 above, the SP Entity will electronically invoice Customer monthly, and invoiced amounts are due and shall be paid in full in accordance with the provisions of the Prompt Payment Act; payments shall be made by such method as Customer and the SP Entity hereafter agree.
 - d) *Late Fees.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.3 above, payments not timely made pursuant to the provisions of this Agreement shall entitle the SP Entity to the penalties and other remedies as set forth in the Prompt Payment Act.
3. **Unit Procurement, Installation and Acceptance.**
 - 3.1. *Selection of the Installed Units.* Upon execution of an initial Service Addendum, Customer and the SP Entity shall cooperate in defining the specific design and specifications of the Installation. Unit(s) for installation at the Location shall be selected by SP and approved by Customer from an Approved MMC Provider listed in the applicable Service Addendum. SP Entity will then provide Customer with applicable Usage Rates in a restated Service Addendum for execution to proceed further with efforts towards Installation.
 - 3.2. *Selection of Installation Contractors.* Contractors for the Installation shall be selected by SP and approved by Customer from an Approved Contractor listed in the applicable Service Addendum. SP Entity will then provide Customer with applicable Usage Rates in a restated Service Addendum for execution to proceed further with efforts towards Installation.
 - 3.3. *Competitive Bidding.* If Customer is a Governmental Entity, then to the extent that Customer or the SP Entity determines that a competitive bidding process is required under applicable Laws, the selection of the Units, vendor(s), or contractor(s) for the Installation shall be in accordance with provisions of such applicable Laws and conducted jointly by the SP Entity and Customer including requirements that the general contractor use commercially reasonable efforts to allow qualified local and/or minority contractors have an opportunity to competitively bid on the Project. The awards will be based on

- lowest cost of usage from qualified bidder(s) or best value bidders(s) over the Units expected useful life, consistent with the requirements and analysis provided by the SP Entity. Following the selection of the qualified bidder or bidders, the SP Entity shall provide Customer with a restated Service Addendum with updated Usage Rates reflecting any changes in the expected economics based on the negotiated contracts with the selected bidder(s). Execution of the restated Service Addendum shall occur prior to proceeding further with Installation efforts contemplated by this Agreement. To the extent applicable, this Section 3.3 shall govern over the terms of Sections 3.1 and 3.2 above.
- 3.4. **Installation Agreements.** A written agreement with an Approved Contractor for Installation work (an "Installation Agreement") shall be executed by either the SP Entity or Customer as determined by the related Service Addendum and subject to the other's written approval of such Installation Agreement. Each Party shall be an express beneficiary to the Approved Contractor's warranties, guaranties and obligations with respect to the Installation work. Each Party shall be independently entitled (without obligation) to enforcement of rights under an Installation Agreement. All Installation Agreements shall comply with any applicable Prevailing Wage Act to the extent required under applicable Laws.
- 3.5. **Underwriting.** Following selection of the Unit(s), Approved MMC Provider(s) and Approved Contractor(s) for the Installation in accordance with the foregoing, the SP Entity shall make a good faith effort to contract for and underwrite the restated Service Addendum with updated Usage Rates based on such selection and other updated Installation information. The SP Entity will either (i) confirm the underwriting of the prior restated Service Addendum and approve issuance of the Notice to Proceed (Exhibit 3) to be executed by Customer, or (ii) if required for underwriting, present a further restated Service Addendum with updated Usage Rates for execution by Customer before issuing of the Notice to Proceed. Until the Notice to Proceed is issued with respect to such a restated USA Service Addendum in accordance with the foregoing, neither Party shall have any further liability or obligation to the other with respect to the terms of this Agreement.
- 3.6. **The Installation.** Following Customer's issuance of a Notice to Proceed in accordance with the foregoing, the Customer and the SP Entity shall collaborate (either directly or through Customer's staff, construction manager or project manager) on the management of on-site Installation activities and general administration of Installation Agreements (including matters relating to the performance, conformity or timeliness of goods and services to be provided for the Installation by contractors and vendors). The SP Entity shall also proceed with procurement of the Units, and may also designate or engage an on-site Installation representative to assist and support in the management of Installation efforts and administration, the costs of which shall be included as Installation Costs.
- 3.7. **Payment of the Installation Costs.** Installation Costs for Installation work to be paid in full by the Initial Funding Entity under this Agreement shall be performed pursuant to Installation Agreements that comply with the terms of this Agreement. Subject to the terms of this Agreement, the Initial Funding Entity agrees to pay the Installation Costs, except to the extent the aggregate Installation Costs exceed the aggregate amount specified in the restated Service Addendum (the "Installation Limit") or the Installation Costs per Unit (on a fully-loaded cost basis) exceed the amount per Unit specified in the restated Service Addendum (the "Installation Limit/Unit"), when due under the Installation Agreement (each such payment, an "Installation Payment"). In the event there are pre-installation services (e.g. engineering, survey, permitting etc.) paid by the SP Entity for a Unit that is not installed, those services will be charged monthly at 1.5% times the amount paid until a Certificate of Acceptance. In the event that there are Installation Costs exceeding the Installation Limit at the Location that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Installation Agreement; or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Installation Agreement, the Approved Vendor shall promptly provide notice to the Customer and the SP Entity before conditions are disturbed. The Customer and SP Entity will jointly and promptly investigate such conditions. If the Customer and the SP Entity determine that the conditions at the Location are not materially different from those indicated in the Installation Agreement and that no change in the terms of the Installation Agreement is justified, the SP Entity shall promptly notify the Approved Vendor in writing, stating the reasons. If the Customer and the SP Entity determine that they differ materially and cause an increase or decrease in the cost of, or time required for, performance of any part of the work, the SP Entity and Customer will work together to an equitable adjustment in the Installation Agreement for the Approved Vendor. If additional costs are incurred, whether due to a previously unknown condition, event at the Location or otherwise, then Customer may either:
- pay such additional costs (without any obligation of the SP Entity to pay or reimburse such costs);
 - execute a restated Service Addendum provided by the SP Entity that takes such additional costs and corresponding underwriting requirements into account (ex. updated Usage Rates); or
 - terminate the Agreement and reimburse the SP Entity for the SP Entity's related costs then incurred (including underwriting, design, procurement, Installation Costs, storage, cancellation charges, fees, permits, legal and other costs) and any further costs as may be subsequently incurred in complying with a Customer request to make reasonable efforts to restore the Location to its prior condition.
- 3.8. **Protection against Liens.** The SP Entity agrees, at Customer's direction, to withhold payment to any provider of materials or services in connection with providing or installing any equipment associated with a USA Service until such providers execute and deliver to Customer waivers of lien against Customer's property or against any public fund established for the payment of the USA Service. Customer shall not be responsible for making payments under any USA Service or Addenda thereto until all such waivers of lien have been delivered to Customer.
- 3.9. **Installation Payment Notices.** Each Installation Payment Notice will (a) identify the amount to be paid by the Initial Funding Entity, (b) the date by which payment must be made, (c) payment instructions for electronic payment to the contractor, and (d) be delivered at least 10 business days prior to the date by which the payment must be made.
- 3.10. **Inspection of Installation Work.** At its discretion and with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Installation work upon completion or any time prior thereto. If a contractor has not performed the Installation work in accordance with the Installation Agreement and in accordance with applicable industry standards, then (a) Customer and SP Entity will cause the contractor to diligently cure such conditions, and (b) the SP Entity may suspend its obligations until the contractor has cured such conditions.
- 3.11. **Late Installation Payments.** If the Initial Funding Entity fails to pay any undisputed Installation Payment amount when due and Customer pays the contractor such Installation Payment amount, then amounts will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and the Initial Funding Entity will bear the reasonable costs and expenses (including attorneys' fees and costs) incurred by Customer in collecting such amounts.
- 3.12. **Certificate of Acceptance.** After the Unit(s) have been installed and made available for Customer Usage, Customer will execute and deliver to the SP Entity a Certificate of Acceptance (Exhibit 4) prior to usage. USA Payments consistent with then-applicable Service Addendum shall be paid by Customer with respect to any material Customer usage of Units and constitutes a Certificate of Acceptance for such Units.
- 3.13. **Installation Delays.** Except to the extent solely caused by either the SP Entity or Approved MMC Providers, if the Certificate of Acceptance has not been executed and delivered by Customer on or before the Completion Target specified in the Service Addendum, Customer will promptly pay the monthly carrying charge specified in the Service Addendum (the "Carrying Charge") and an additional Carrying Charge after each 30-day period thereafter during which such condition continues on Unit(s) Actual Cost. The Installation by contractors, engineers, architects and vendors are solely responsible for the performance, conformity or timeliness of goods and services to be provided for the Installation.

4. Unit Operation.

- 4.1. *Customer Operation.* To the extent permitted under applicable federal laws and laws of Venue State, Customer is solely responsible for the Unit(s), except for those specifically defined for SP in sections 7, 8, and 9, while in Customer's operation, use or possession and will indemnify, defend and hold harmless the SP Entity from and against any and all third-party Claims relating to Customer's operation, use or possession of the Unit(s).
- 4.2. *Unit Location.* Customer will keep the Unit(s) at the Location, except to the extent the SP Entity approves otherwise. The Unit(s) shall be used solely in the conduct of Customer's business. To the extent permitted under applicable federal laws and laws of Venue State, Customer warrants that the Unit(s) will be used for commercial or business purposes and not for consumer, personal, home or family purposes.
- 4.3. *Malfunctions; Defects; Changes to Environment.* Customer will promptly notify the SP Entity if Customer discovers a material malfunction, defect or interruption in the operation or condition of the Unit(s) or material change to an integral environmental resource like water, energy, gas or air that may degrade the Unit performance, maintenance, or Useful Life. Customer may continue operating the Unit(s) that Customer knows is not in good and working condition only to the extent approved in writing by the SP Entity.
- 4.4. *Efficiency Programs/Features.* The SP Entity may incorporate demand response and similar programs and features into the operation of the Unit(s), but these may not materially impact Customer's operations without Customer's prior approval of such program or feature.

5. Customer Care at the Location.

- 5.1. *In General.* Units are entrusted in Customer's care while at the Location. While any Unit is at the Location, Customer shall be responsible for competently protecting such Unit from damage, modification, vandalism, interference or destruction (excluding any damage, modification or destruction caused by the SP Entity or defect in the Unit itself) and ensuring interconnected systems are performing reliably, safely and effectively.
- 5.2. *Obstructions; Interference.* Customer will keep all areas in and around the Unit(s) free from any obstruction or interference that would impair Unit performance, installation, access, maintenance or removal. Except as otherwise provided by the Agreement or otherwise authorized by the SP Entity in writing, Customer will not allow any service, alteration, modification, interference or other infringement upon the Unit(s).
- 5.3. *Insurance.* Should the Customer not obtain and maintain (as primary insurance for the SP Entity and Customer as co-insureds as their interests may appear in the Agreement), reasonable insurance coverage, including, without limitation, liability insurance and insurance against loss or damage to the Unit(s), in such amounts, in such form and with such insurers as are reasonably satisfactory to the SP Entity and that will name the SP Entity, its successors and/or assigns, as loss payee and additional or co-insured with a certificate evidencing the same as to each policy, SP shall obtain such insurance while each Unit is at the Location, to the extent permitted under applicable federal laws and laws of Venue State, and add its pro-rated cost to the USA Payments due to SP Entity. The applicable certificates of insurance will expressly provide that the policies may not be terminated without giving the SP Entity at least 30 days' prior written notice.
- 5.4. *Connectivity.* When required for the project and in conformance with all Location security protocols, Customer will provide, at no cost to the SP Entity, continuous Internet access to the Unit(s) at the Location during the Term to enable the SP Entity to connect to, monitor and collect data to facilitate reliability, maintenance, performance, usage, and replacements, as well as supporting initiatives such as demand response. SP agrees to fully support Customer requirements to ensure SP Entities and Approved MMC Providers have no access to Customer's internal data or systems.
- 5.5. *Access.* During the Term and for 120 days thereafter, to the extent permitted under applicable federal laws and laws of Venue State together with conformance with all Location security protocols, the SP Entity and its agents, employees, affiliates, suppliers, contractors, subcontractors, lenders and insurers may enter and access the Location to perform activities contemplated by the Agreement and, if necessary, to protect the SP Entity's interests in the Unit(s). Notwithstanding the foregoing, Customer may, upon at least three days' prior written notice to the SP Entity identifying the relevant details, reject specific personnel who have previously failed to comply with codes of conduct or other similar policies applicable to Customer's personnel at the Location.

6. Ownership.

- 6.1. *SP Entity Ownership.* The SP Entity owns and will continue to own all title and legal and beneficial ownership interests in the SP Entity funded Unit(s). All SP Entity funded Units and other assets of the SP Entity used in performing the services will remain the sole personal property of the SP Entity, and will not attach to, be deemed a part of, or fixture to, the Location. All tax filings, reports and other documentation shall be filed in a consistent manner. Customer is entrusted with possession of the SP Entity funded Unit(s), without the transfer to Customer of any ownership interest therein, only to use those Unit(s) at the Location during the Term. The Agreement will not be construed to transfer any ownership or control of SP Entity funded Units(s) nature or method of use. In the event of a bankruptcy proceeding under U.S. Bankruptcy Code with respect to either the SP Entity or Customer, the other shall be treated as a licensee under and pursuant to 11 U.S.C. Section 365(n). In the event of a further liquidation of assets pursuant to Chapter 7 of the U.S. Bankruptcy Code, the other party shall have an option of the Assignment of any unowned Units on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for an Assignment Fee of \$1.00.
- 6.2. *Ownership Notice Filings.* The SP Entity may file or record any documents or instruments, including Uniform Commercial Code ("UCC") ownership statements or fixture filings, to give third parties notice that the SP Entity is the owner of the SP Entity funded Unit(s) while the Customer is the owner of non-SP Entity funded Unit(s) and if there is a Rights Fee on the Unit(s) of SP usage rights of Units(s).
- 6.3. *Incentives.* Unless otherwise specified in the applicable Service Addendum, during the Term of this Agreement the Customer shall be responsible for obtaining and may receive all Incentives with respect to the Unit(s). Customer agrees to inform of SP on a timely basis of all incentive related communications that may affect obtaining such Incentives after the Term. SP Entity retains the economic benefits from activities independent of the Customer such as depreciation, financial restructuring, cash discounts, volume incentives, training credits, leverage, and investments.
- 6.4. *No Liens by Customer.* Customer will not directly or indirectly cause or create any Lien on or with respect to the Units(s) that are SP Entity funded or Units(s) covered by an SP Rights Fee or any other property of the SP Entity except as otherwise agreed in writing, and, to the extent permitted under applicable federal laws and laws of Venue State, will indemnify the SP Entity against all costs and expenses (including attorneys' fees and costs) incurred by the SP Entity in discharging, releasing or terminating such encumbrances or in litigating to quiet title as to or relating to any Liens.

7. Major Maintenance / Renewal.

- 7.1. *Unit Major Maintenance / Renewal ("MMR").* During the Term, should either Party have material concerns over any and/or all Units reliability, safety, performance, maintainability, or effectiveness, at SP Entity's discretion, the SP Entity will either perform MMR where Customer expresses no timely, reasonable and material objection, with agreement of Customer as to timing and procedure to minimize operational disruptions or terminate the agreement.
- 7.2. *Updated Terms.* Upon and following a MMR,
 - a) references in the Agreement (including the definitions of "USA Service", "Unit" and "Accepted Unit" for purposes thereof) will thereafter be deemed to refer to and mean the items included as a result of such MMR and to exclude the items removed as a result of such MMR,
 - b) the applicable Install Date for such Renewed Unit(s) shall be the date of the MMR,

- c) the Useful Life for Renewed Unit(s) shall be updated based on the date of MMR and the Renewed Unit(s) characteristics, and where MMR occurs at or after old Useful Life then: Unit's Actual Cost = new cost. Otherwise, the Actual Cost = new cost + ((old Useful Life - amount of Useful Life used at MMR) / old Useful Life) * old Actual Cost. Should annual USA Payments be less than required to cover SP Entity obligations, SP Entity may apply the Support Reserves to reduce the difference.
- 7.3. *Customer MMR.* If (a) there is a deficiency in a Unit that is reasonably resolved by replacement of such Unit, (b) the applicable Service Addendum provides that "Customer Unit Replacement" applies to the replacement of the relevant Unit, (c) the SP Entity has provided Customer with sufficient standby Units, and (d) the SP Entity has not directed otherwise, then Customer will:
- perform a replacement of the applicable Unit,
 - promptly notify the SP Entity, and
 - store the removed items for further instructions from the SP Entity regarding their inspection, collection and/or disposition.
 - Unless the Unit deficiency results from an event or condition for which Customer (and not the SP Entity) is responsible under the Agreement, Customer shall be issued a Replacement Credit. Customer's replacement of the Unit and issuance of the Replacement Credit will constitute Customer's sole and exclusive remedies with respect to the Unit(s) deficiency that can be resolved through a Unit replacement by Customer when the conditions described in clauses (a) – (d) above apply.
8. Minor Maintenance / Care.
- 8.1. *Minor Maintenance / Care ("MMC").* Customer shall be solely responsible to Operate the Unit(s). Notwithstanding the foregoing, the SP Entity shall have the right, but not an obligation, to cause MMC to be performed, in collaboration with the Customer, to the extent SP deems necessary or appropriate in its sole discretion to keep the Unit(s) in a State of Good Repair, the cost of which shall be included as Support Costs and reduce the Support Reserves accordingly.
- 8.2. *Approved MMC Provider.* Except as otherwise provided in the Agreement, Customer will restrict performance of the MMC to one of the Approved MMC Providers listed in the applicable Service Addendum. Customer may request a new Approved MMC Provider be added to the Approved MMC Provider list. If the SP Entity fails to respond to such a request within 10 business days, then such suggested Approved MMC Provider shall be deemed to have been added to the restated Service Addendum list of Approved MMC Providers. Customer and SP agree that it is solely the selected vendors' and installers' responsibility for Unit performance.
- 8.3. *Unit Critical Repair.* Should a Unit that is an essential service, be inoperable and no Approved MMC Provider is available to affect a repair, the Customer shall use their best judgment in causing the Unit to be immediately repaired with such repair being paid for through the associated Support Reserve.
- 8.4. *MMC Agreements.* MMC will be performed pursuant to a written agreement between either SP or Customer as determined by the related Service Addendum, and an Approved MMC Provider that has been approved by both Customer and SP Entity (a "MMC Agreement"), such approval not to be unreasonably withheld or delayed. If a party fails to respond within 10 business days of receipt of a proposed MMC Agreement, that party's approval will not be required for such Support Agreement. The non-contracting party shall be an express third-party beneficiary of the MMC Agreement and the Approved MMC Provider's warranties, guaranties and obligations with respect to the Unit maintenance, and shall be independently entitled (without obligation) to enforcement thereof.
- 8.5. *Approved MMC Provider Replacement.* If Customer or the SP Entity determines that an Approved MMC Provider cannot reasonably be relied upon to perform Unit care consistent with adequate quality, reliability or efficiency, or following a Material MMC Cost Increase, then
- MMC will be performed by a different Approved MMC Provider identified on the Service Addendum, and
 - Customer and the SP Entity will jointly endeavor to identify a replacement Approved MMC Provider capable of performing Unit care with the appropriate quality, reliability and efficiency at the lowest applicable cost. The Parties will update the Service Addendum to reflect any such Approved MMC Provider replacement.
- 8.6. *Material MMC Cost Increases.* If Customer becomes aware of a Material MMC Cost Increase, Customer will promptly notify the SP Entity in writing, as promptly as reasonably possible, before contracting with the Approved MMC Provider for further Unit MMC.
- 8.7. *Inspection of Unit MMC.* At its discretion, with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Unit MMC work performed or being performed. If the Approved MMC Provider has not performed the Unit MMC work in accordance with the MMC Agreement and in accordance with applicable industry standards, then
- Customer will cause the Approved MMC Provider to diligently cure such conditions, and
 - the SP Entity may suspend its obligations until the Approved MMC Provider has cured such conditions. Items removed by the Approved MMC Provider in connection with Unit care will be held by Customer for further instructions from the SP Entity regarding their inspection, collection and/or disposition.
9. Reserves and Costs.
- 9.1. *Support Costs.* Unit MMC and MMR "Support Costs" to be paid by the SP Entity refers to direct third-party out-of-pocket costs (and any applicable Customer Unit Replacement amounts, to the extent provided in the applicable Restated Service Addendum). All other internal or other costs incurred by Customer are excluded from any payment obligation of this Agreement. Customer is responsible for the operation, service and safe keeping of the Unit(s). Accordingly, Support Costs exclude, and Customer (and not the SP Entity) shall be responsible for, the costs of any Unit MMC or MMR costs necessary due to or resulting from improper operation, improper environmental controls, improper service, vandalism, Force Majeure Event, abuse, negligence or willful misconduct by Customer or any third party, or a breach of the Agreement by Customer. For any Unit MMC and MMR (including associated costs of diagnosis and correction) for which the SP Entity pays but is not responsible for paying as Support Costs, Customer will pay the SP Entity's associated out-of-pocket costs and expenses. Additionally, Customer is responsible for appropriate planning and coordination of MMC and MMR services.
- 9.2. *Creation of Support Reserves.* To support the reliability, durability and safety priorities established by the Parties, a portion of the USA Payments shall be applied to fund the Support Reserves, which shall be determined after the Original Service Addendum is executed and shall be set forth on the Restated Service Addendum attached to the Notice to Proceed. The SP Entity may invest reserves created by this Agreement into instruments reasonably equivalent to those with AA+ rating, the net proceeds of which will be retained by the associated reserve.
- 9.3. *Payment of Support Costs.* The SP Entity shall pay Support Costs associated with Units from the associated Support Reserve. If the Support Reserve is insufficient to fund certain Support Costs, the SP Entity may offer to pay and bear such excess Support Costs, subject to Customer's approval of new Usage Rates needed to support such additional costs. If Customer does not approve, SP Entity may require Customer pay an amount sufficient to maintain a reasonable positive Support Reserve balance. The SP Entity's payment of Support Costs shall be conditioned upon
- such Support Cost payment actually being due to an Approved MMC Provider under a MMC Agreement,
 - performance by Customer and Approved MMC Provider in accordance with the terms of the MMC Agreement,

- c) the absence of any pending dispute between the parties to the MMC Agreement,
- d) the SP Entity's receipt of the applicable invoice from the Approved MMC Provider, together with any additional supporting documentation required, and
- e) certification that the foregoing conditions are satisfactory to Customer, provided to the SP Entity in the applicable written payment notice (a "Support Cost Notice").

9.4. *Support Cost Notices.* Each Support Cost Notice will, except to the extent waived by the SP Entity from time to time,

- a) identify the Units subject to the Support Cost,
- b) include a Customer's certification that Customer has reviewed and approved the Unit work as being properly performed, and
- c) if the SP Entity is not being directly billed by Approved Contractor,
 - i. identify the amount to be paid by the SP Entity,
 - ii. identify the date on which payment must be paid,
 - iii. provide payment instructions for electronic payment, and
 - iv. be delivered at least 10 business days prior to the date on which the payment must be paid.

10. The Term.

10.1. *Commencement of Initial Term.* The Initial Term commences when Customer executes and delivers the applicable Certificate of Acceptance or the Unit(s) have otherwise been deemed accepted in accordance with Section 3.12. If Customer is the Initial Funding Entity, the Initial Term shall be for the period equal to the Unit's remaining Useful Life.

10.2. *Renewal/Nonrenewal for Successive Terms.* The Term will automatically extend for successive Additional Terms, unless either Party has given the other Party a written nonrenewal notice at least 30 days prior to the applicable Additional Term. Customer notice of nonrenewal serves as notice for a Customer termination for convenience of this Agreement.

11. Changes.

11.1. *Compliance Costs.* In the event of any change in applicable Laws regarding the Unit(s), the Location or the Agreement, Customer will either (a) promptly pay the full amount of the SP Entity's costs of complying with such change, or (b) agree to an adjustment to the Usage Rates determined by the SP Entity (for which the proportional increase may not exceed the percentage represented by such cost of compliance costs relative to the sum of the Unit's Actual Cost).

11.2. *Inflation Adjustments.* The % Eligible for Index portion of Usage Rates (in which the subject adjustment occurs for only MMC, MMR, or SP Entity administration costs unless specifically stated otherwise) shall change in an amount equal to the percentage in the Price Index from January of the calendar year in which the prior adjustment occurred (or if none, the year of the initial Install Date) through January of the calendar year in which the subject adjustment occurs for USA Payment.

11.3. *Use Adjustments.* Upon annual Customer written request or annualized Use over a three month period is less than 67% of the Expected Use of Full Capacity, the SP Entity may adjust the Usage Rates and/or Lowest Contemplated Use to reflect a reduced or increased utilization expectation; provided, however, that (a) the effective date for any such change will not be earlier than 30 days following written notice thereof and (b) Customer will have the right to immediately terminate the Agreement upon written notice at any time before the adjustment takes effect.

12. Limitations on Liability.

12.1. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE STATE, NEITHER THE SP ENTITY NOR ITS RELATED PARTIES SHALL BE HELD LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR HARM TO REPUTATION) ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.

12.2. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE STATE, THE SP ENTITY'S AGGREGATE LIABILITY UNDER THE AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT SHALL NOT EXCEED THE TOTAL USA PAYMENTS ACTUALLY PAID TO THE SP ENTITY UNDER THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH SUCH LIABILITY WAS CREATED. The Usage Rates reflect, and are dependent upon, the foregoing limitations of liability.

12.3. If the project for the Customer involves LED lighting, Customer assumes all risks associated with the selection, installation, operation or use of LED lighting with color temperature above 2,750K or a color rendering index (CRI) below 85, and to the extent permitted under applicable federal laws and laws of Venue State, will indemnify, defend and hold harmless the SP Entity from and against any and all Claims relating to such matters..

12.4. *Warranties.* Except for the obligations undertaken by the SP Entity pursuant to the MMC.

a) To the extent permitted under applicable federal laws and laws of Venue State, the SP Entity disclaims and makes no representation or warranty, either express or implied, as to the fitness for a particular use or otherwise, quality, design, condition, capacity, suitability, merchantability or performance of the Unit or the services. Each Unit is provided "as is." Customer accordingly agrees not to assert any claim or offset whatsoever against the SP Entity based thereon.

b) To the extent permitted under applicable federal laws and laws of Venue State, once Units have been commissioned at the Customer's Location, Customer will be solely responsible for the Units compliance of applicable Laws, Customer standards and policies, or any other applicable requirements and hereby assumes and will bear the entire risk of loss and damage to the Unit(s) from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Unit(s), Customer, at the option of the SP Entity, will (a) repair or replace the same to put it in good condition and working order; or (b) replace the same, with like property of the same or greater quality and functionality.

12.5. Notwithstanding any provision to the contrary, the terms of this Section 12 shall survive any termination of this Agreement, regardless of cause or purpose.

13. Default; Remedies.

13.1. *Payment Default.* If a Party fails to pay any undisputed material amount due and payable under the Agreement within 30 days of its due date (a "Payment Default") and fails to cure such Payment Default within 10 business days of written notice thereof, then the other Party may terminate the Agreement immediately upon written notice to the Party in Payment Default.

13.2. *Performance Default.* If a Party fails to substantially perform any other material obligation under the Agreement (a "Performance Default") and fails to cure such Performance Default within 10 business days of written notice thereof, the non-defaulting Party may immediately terminate the Agreement.

13.3. *Exclusive Remedies.* To the extent permitted by the laws of Venue State, the remedies expressly provided in this Agreement are the sole and exclusive remedies of the Parties in connection with breaches of the Agreement, provided that the Parties will at all times maintain the right to not extend the

Agreement at the end of the Initial Term or Additional Term, as applicable, and further provided that the foregoing remedies are in addition to any late fees and accrual of interest expressly provided elsewhere in the Agreement.

14. Obligations Following Termination.

- 14.1. *Return or Assignment.* Except to the extent otherwise required in this Section 14, upon a termination of the Agreement for any reason, Customer will immediately (a) if the Agreement expressly provides that Customer has a "Right of Return" ("RoR"), the Certificate of Acceptance has been fully executed and all USA Payments have been received by the SP Entity), uninstall and deliver all Unit(s) covered by the Agreement and any other property of the SP Entity in Customer's possession or control, to locations identified by the SP Entity but no further than the Unit(s) manufacturer's closest reconditioning center, at Customer's sole expense, in undamaged condition, in good working order, and properly packaged for individual resale with associated manufacture documentation within 10 business days, or (b) have Assignment of Unit(s) to Customer within 45 business days as provided in Section 14.2 below and execute a General Release.
- 14.2. *Unit(s) Assignment.* Any Assignment of a SP Entity owned Unit to the Customer shall be on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis from the SP Entity. Customer will receive rights to Unit warranties and Unit Maintenance Agreements. Unless the Service Addendum provides a fixed Assignment Fee schedule, Customer shall pay an "Assignment Fee" for the Assignment of Unit(s) equal to all Deferred USA Payments plus (but never less than \$1.00):
- the Unit's Actual Costs not covered by the Support Reserve, multiplied by: the fraction represented by the Unit's (i) Remaining Useful Life divided by (ii) Remaining Useful Life plus its Qualified Usage.
 - or, provided that there is Remaining Useful Life for the Unit(s), either Party may elect to use time-adjusted Actual Cost from applying a depreciation schedule defined by the DDB function in Microsoft Excel as follows: Unit's Actual Cost - DDB (Unit's Actual Cost, 0, Useful Life, Useful Life - current age, 2)
- 14.3. *Unit Assignment upon Customer Default.* In connection with a termination by the SP Entity for an uncured Payment Default or Performance Default by Customer (and in lieu of any uninstallation and delivery of the Unit(s) otherwise contemplated by the Agreement), Assignment to Customer will occur for any affected Unit as provided in Section 14.2 above if so elected in writing by the SP Entity in its sole discretion and with the Return Limit being considered a SPV Entity funding obligation.
- 14.4. *Other Unit Assignment upon Termination.* Subject to and without limiting any other provision providing for the Assignment of the Unit(s) on different terms, upon a termination of the Agreement by either Party for any reason, Customer will receive Assignment of any affected Units funded by the SP Entity (in lieu of any uninstallation, removal or collection of the Unit(s) otherwise contemplated by the Agreement) on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for an Assignment Fee of \$1.00, if so elected in writing by the SP Entity in its sole discretion.
- 14.5. *Other Continuing Obligations.* For clarity, no termination of the Agreement will relieve Customer's obligation to pay all USA Payments through the date of termination, incur and pay additional USA Payments if Usage continues, any other charge that Customer has incurred under the Agreement, applicable Customer's indemnification obligations under this Agreement, or the SP Entity's obligation to pay amounts due to Customer prior to termination.
- 14.6. *Termination of Further Payment Obligations.* Upon a termination of the Agreement, the SP Entity will not be liable for payment of any installation, material, freight, restocking fees, cancellation charges, warranty and maintenance cost or other cost for work or services not actually performed prior to such termination.
- 14.7. *Reserve Surplus.* To the extent the Support Reserve has a positive balance upon a termination of the Agreement, such amount shall first be applied to satisfy any unpaid obligations of Customer to the SP Entity under this Agreement and thereafter any remaining amount shall be distributed by the SP Entity to Customer.
- #### 15. Dispute Resolution: Governing Law.
- 15.1. *Governing Law; Jurisdiction.* The laws of the Dispute Resolution State will govern the terms of the Agreement without giving effect to conflict of laws principles. Subject to Section 15.2 below, each Party consents to the exclusive jurisdiction of the state and federal courts in the Dispute Resolution State and agrees that the exclusive venue of such courts is convenient, proper and is an integral part of the Agreement. Each Party will bear its own costs for any disputes arising under this Agreement.
- 15.2. *Arbitration.* For Customers that are not Governmental Entities any claim or dispute directly or indirectly arising from or relating to the Agreement or any related actions or omissions that are not claims of equitable relief or claims of provisional remedy shall be subject to arbitration in the Dispute Resolution State. The arbitration shall be administered by a JAMS Neutral and in accordance with JAMS comprehensive rules and procedures. Judgment on any award rendered in such arbitration shall be binding upon the Parties and may be entered in any court having jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO LITIGATE MATTERS IN COURT, INCLUDING ANY RIGHTS TO TRIAL BY JURY. This paragraph does not apply if Customer is a Governmental Entity, or to a claim for a provisional remedy or equitable relief.
16. *SP Entity Agent.* The Parties acknowledge and agree that, unless otherwise directed in writing by the SP Entity, the SP Entity has authorized SP, on behalf of the SP Entity, to give and receive notices, invoice and collect payments, make all other SP Entity decisions contemplated by the Agreement, give any instructions contemplated by the Agreement and take all other SP Entity actions contemplated by the Agreement.
17. *Nature of Agreement.* The Parties do not intend the Agreement to convey control of the right to use the Units in an exchange or exchange-like transaction. The SP Entity determines the Unit's nature and manner of use.
18. *Representations.* Each Party warrants that the Agreement is valid, binding and enforceable against it in accordance with its express terms. Each Party (and its undersigned officer or official) warrants that the Agreement has been duly authorized for execution and performance in accordance with applicable Laws and with any articles, charter or other organizational documents or authorities applicable to such Party. Each Party further warrants that no re-characterization or other change in meaning or effect from what is stated in the Agreement is permitted.
19. *Taxes.* Customer shall be solely responsible and liable for (either by direct payment or by reimbursement of amounts paid by the SP Entity) all taxes, citations, fines, fees, permits, or other governmental requirements (including any related penalties and interest) relating to any included Unit or the Agreement (other than income taxes).
20. *Intellectual Property.* The SP Entity retains the sole ownership of all of its applicable copyrights, trade secrets, patents and other intellectual property rights in and relating to the USA Service and the Services. Nothing in the USA Service or any Services shall be deemed a "work for hire" or establish a Customer interest in any intellectual property.
21. *Force Majeure.* Except as expressly otherwise provided, neither Party shall be liable to the other to the extent it is unable to perform its obligations under the Agreement due to a Force Majeure Event.

22. **Entire Agreement; Amendment.** The Agreement, including these General Terms and any other incorporated exhibits and riders, completely and exclusively states the entire understanding of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. Except as otherwise specified in the Agreement, the Agreement may be modified only by a document signed by both Parties, and no obligation or duties shall be implied, because such implication would be contrary to the Parties' intention to have their entire agreement expressed in writing.
23. **Agreement Transfer.** The Agreement may not be transferred in whole or in part, by any Party without all other Party's written consent, except where a good faith legal representation is provided stating none of the intended assignee's officers, directors, beneficial owners, Affiliates or employees are known to (i) be on a list of prohibited individuals or entities enacted under economic sanctions, financial sanctions and/or trade sanction laws, applicable executive orders, resolutions or regulations, including sanctions enacted under the Laws of the European Union, Canada, or United States, (ii) be located, organized or resident in a country or territory that is, or whose government is, the target of an embargo or countrywide sanctions (iii) violate any Anti-Money Laundering Laws, (iv) violate any anti-corruption Laws, and no materially adverse condition may reasonably result to the other Party's. In the event of a permitted transfer of the Agreement, references to the assigning Party shall be deemed to refer to the permitted transferee, except to the extent the applicable language or context require otherwise.
24. **Severability; Interpretation.** If any provision of the Agreement is found unenforceable or invalid, such unenforceability or invalidity will not render the Agreement unenforceable or invalid as a whole; provided that each provision that is so found to be unenforceable or invalid because of the amount or size of the burden or benefit shall be automatically reduced to the extent and by such amount such that the burden or benefit becomes enforceable and valid, and, in particular, the amount or size of any such burden or benefit provision found to be so invalid or unenforceable shall be read, notwithstanding any other provision of the Agreement, as if such provision read "to the maximum extent permitted by applicable law". The section headings in this Agreement are only for convenience of reference and are not to be considered in the interpretation of the Agreement's provisions.
25. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, the Agreement and all associated rights are intended for the sole benefit of the Parties and will not imply or create any rights on the part of, or obligations to, any third-party.
26. **Notices.** All notices shall be sent in writing to each Party's address and email address listed in the Agreement, or as subsequently updated by written notice from such Party.

Glossary. Capitalized terms not otherwise defined in the Agreement have the following corresponding meanings:

"**Agreement**" means the written agreement between Customer and the SP Entity comprised of these General Terms, the applicable Service Addendum and the applicable Certificate of Acceptance (which agreement is a separate agreement from any other Agreement). For clarity, the Service Addendum controls over these General Terms, and the Certificate of Acceptance controls over the Service Addendum and these General Terms; provided that neither the Usage Rates nor a fixed Assignment Fee schedule may be modified by the Certificate of Acceptance, but only by a Service Addendum amendment, restated Service Addendum or change order signed by both the SP Entity and Customer.

"**Assignment**" means the transfer and acquisition of ownership.

"**Availability**" A charge dependent on the Unit being available for Customer use, excluding scheduled maintenance, where the Unit materially meets the vendor performance criteria. Availability equals cost of Units' associated taxes, permits, reporting and monitoring plus Availability Rate * # of Availability Units.

"**Availability Rate**" A charge per Availability Unit, as determined in the Service Addendum.

"**Availability Unit**" specifies, as determined in the Service Addendum, what measurement the Availability Rate is pricing for the Unit. Examples are: Hour / Day / Month.

"**Approved Contractor**" means a qualified and licensed contractor identified as an "Approved Contractor" on the Service Addendum. Customer may add an Approved Contractor with the written consent of the SP Entity.

"**Approved MMC Provider(s)**" means a qualified and licensed contractor identified as an "Approved MMC Provider" on the Service Addendum. Customer may add an Approved MMC Provider with the written consent of the SP Entity.

"**Capacity Base**" means the greater of zero or the result of deducting the current month Unit Use from the greater of the Lowest Contemplated Use of Monthly Full Capacity Available (as specified in the Solution Addendum) or 75% of the prior 12 months highest monthly Unit Use.

"**Claim**" means any claim, loss, liability (including negligence, tort and strict liability), damages, penalty, equitable relief, judgment, suit and any legal proceeding, and all costs and expenses incurred or suffered in connection therewith (including reasonable attorneys' fees and expert fees).

"**Connect Fee**" means the non-refundable amount charged to Customer upon Notice to Proceed for Unit(s) to be installed for use.

"**Deferred Catchup**" means the amount of outstanding Deferred USA Payment amounts divided by remaining months of Useful Life as determined by SP unless otherwise specified in the Service Addendum.

"**Dispute Resolution State**" means the State of Arizona unless Customer is a Governmental Entity, in which case the Dispute Resolution State will mean the State of the Location as specified in the Service Addendum.

"**Force Majeure Event**" means any event, circumstance, series of events or set of circumstances beyond the reasonable control of, and caused without the fault or negligence of, the Party claiming "Force Majeure Event," such as acts of terrorism, war, riot, strike, explosion, fire, lightning, earthquake, floods, hurricanes, tropical storms, cyber-attack, natural disaster or the unavailability of electricity, gas or other utility services or suppliers on commercially reasonable terms.

"**Initial Funding Entity**" means source of funds for Unit's Actual Cost incurred prior to Certificate of Completion.

"**General Release**" means that to the extent permitted under applicable federal laws and laws of Venue State, a general release of all claims and liabilities against the SP Entity that is in form and substance satisfactory to the SP Entity (including a waiver of California Civil Code Section 1542 and any similar other law of any jurisdiction, if applicable), which could otherwise, if not waived, limit or adversely affect the effectiveness of a release of unknown or misunderstood claims or causes of action, whether known or unknown, whether absolute, contingent, inchoate or otherwise characterized, and whether liquidated or unliquidated.

"**Governmental Entity**" means any state, county or municipality, or any federal, state, county or local governmental department or agency.

"**Incentive**" means any government sourced and funded: incentive, promotion, credit, or subsidy which the Customer qualifies.

"**Installation**" means the installation of the Units and the Location(s) pursuant to Installation Agreements complying with the terms of this Agreement.

"**Installation Costs**" means the direct third-party out-of-pocket costs of Installation pursuant to Installation Agreements complying with the terms of this Agreement but excludes Customer's internal costs and the SP Entity's costs of purchasing the Units being installed.

"**Law**" means any applicable federal, state, local or other law, rule, regulation, ordinance, zoning requirement or other legal requirement.

"**Lien**" means any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature.

"**Material MMC Cost Increase**" means any increase in an Approved MMC Provider's pricing or rates for performance of the relevant Unit care by more

- than 5% over the lesser of any 12-month period or the time since the last Material MMC Cost Increase.
- “Minor Maintenance / Care”** and **“MMC”** means the performance of warranty services, maintenance, repairs, updates, and replacements with respect to the Unit(s) for purpose of (i) cleaning, maintaining aesthetics, or routine warranty service or care, (ii) restoring Unit(s) to a State of Good Repair, (iii) performing service recommended or necessary to maintain a Unit in good working order, or (iv) other similar purposes.
- “Major Maintenance / Renewal”** and **“MMR”** means a replacement, major overhaul, substitution, or material upgrade of the Unit(s) from time to time, subject to the terms of the Agreement, that is not performed for the purposes of MMC.
- “Notice to Proceed”** means a written and signed notice from Customer and the SP Entity stating that SP Entity funded Unit(s) may occur and that the Installation may begin, subject to the terms of the Agreement, including a restated Service Addendum attached to such notice with the relevant portions completed or updated, as applicable.
- “Operate”** means to use and have stewardship over the Unit(s) and any interdependent systems (a) in accordance with the applicable owner’s manual, manufacturer guidelines or other similar document(s) provided in connection with the systems, (b) in compliance with all Laws relating to possession, operation or use of the Unit(s), and (c) in such a manner so as to ensure Unit(s) (i) remain eligible without exception for the applicable warranties, warranty agreements and insurance coverages, and (ii) stay reliable, safe, and effective.
- “Party”** means Customer or the SP Entity, as applicable, and **“Parties”** means Customer and the SP Entity together.
- “Prompt Payment Act”** means laws that require the timely payment by Government Entities of valid and proper invoices.
- “Qualified Usage”** means any period by which SP Entity’s capital accounts used to fund the Unit decreases due to Unit USA Payments.
- “Related Parties”** means any officer, director, employee, partner, member, manager, contractor, or agent, or any affiliate or other person or entity whose relationship to a Party is such as to create any vicarious, joint or derivative liability or obligation or such as to subject the Party to any claim from such person or entity for equitable or implied indemnity or contribution.
- “Remaining Useful Life”** means the remaining quantity of Useful Life available as determined by a 3rd party selected by SP. Upon written notice to the Customer of SP’s elected determination, the Customer shall have 5 business days to veto the determination by providing in writing specific reasons that are reasonably uncurable, upon which SP shall obtain a new determination.
- “Renewed Units”** means those Units that are the result of an MMR event.
- “Return Limit”** means the 1 Year US Labor Rate at time of Unit(s) installation plus the amount expressly stated in the Service Agreement Return Limit or 10% when not defined. This value is the maximum SP Entity capital providers may in aggregate receive as a rate of return on Unit(s) Actual Cost as derived from the Unit(s) Usage Fees. Upon a Unit(s) MMR installation event, the SP Entity will adjust the Unit(s) Usage Rates to comply with this limit.
- “Rights Fee”** An upfront fee paid to Customer for SP to receive limited but exclusive usage rights during the Units remaining Useful Life. SP usage right is for full control of Unit(s) access and recipient of associated revenues should Customer be in USA Payment default until cured. In consideration for this fee, Customer will pay the USA Payments defined by the involved Service Addendum(s). Unit(s) with a Rights Fee are subject to all MMR and MMC obligations.
- “SP Suggested”** means recommended monthly reserves SP has estimated to cover possible future MMR and MMC costs.
- “Start Date”** means the date from which Customer’s Notice to Proceed is fully executed.
- “State of Good Repair”** means Title 49 CFR § 625.17, a condition sufficient for the asset to operate reliably, safely and at performance targets specified in Service Agreement and where undefined, from Unit(s) manufacturer specifications.
- “Support Reserves”** means amounts reserved by the SP Entity for the payment of Unit MMC and MMR Costs, increased by the portion of each USA Payment allocated to the Unit MMC Reserve and MMR Reserve (which is determined after the Original Service Addendum is executed and shall be set forth on the Restated Service Addendum attached to the Notice to Proceed) and decreased by the amount of each associated Support Cost paid by the SP Entity.
- “Venue State”** means the State of Arizona unless Customer is a Governmental Entity, in which case the Venue State will mean the State of the Location as specified in the Service Addendum.
- “Robust Multiplier”** means the increase of Service Addendum specified Expected Useful Life due to design, engineering, monitoring, upgrading, updating, environmental, care or usage.
- “Unit’s Actual Cost”** means those cumulative Service Addendum related costs, such as project, service, capital and SP Entity costs or financial obligations, that have not been reimbursed by either Customer or Support Reserves which have been incurred directly or indirectly by SP and the SP Entity. These costs will be reasonably allocated to specific Unit(s) by the SP Entity.
- “Useful Life”** means the Unit(s) quantity of time or usage, as determined by the Estimated Useful Life times the Robust Multiplier, both of which are specified in the Service Addendum, by which Parties agree Unit(s) are capable of being kept in a State of Good Repair given no defaults to Section 8 above.
- “Usage”** means a Units Use multiplied by its Usage Rate as determined in the Service Addendum.
- “Usage Rate”** is the cost of using a Unit per Usage Unit, as determined in the Service Addendum. This cost includes consideration the Customer considers is reasonable and satisfactory to compensate the Customer for Unit(s) being installed on their property for the purpose of generating USA Payments.
- “Usage Unit”** defines what is being measured to determine Unit Use of an individual Unit. Examples are: Hour / Passenger / Gallon / MBTU / KwH / Student Day / Occupancy / Connection / MGD / etc.
- “Unit Use”** is the quantity of Usage Units used plus the quantities’ annual standard deviation when specified in the Service Addendum.

Exhibit 2
USA Service Addendum

This Document. This document, Ref # 1, constitutes a "USA Service Addendum" (or "Service Addendum") with respect to that certain Master Utility Service Agreement (the "M-USA") effective as of _____ between Sustainability Partners LLC ("SP") and the undersigned Customer and the General Terms and Conditions attached as Exhibit 1 (the "General Terms") to the M-USA.

The Agreement. This Service Addendum expressly incorporates the General Terms and, together with the General Terms, constitutes a standalone binding agreement (referred to as the "Agreement" in the General Terms) between Customer and the undersigned SP Entity, subject to the post-installation completion of certain information to be set forth in the Certificate of Acceptance. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms. The terms of this Service Addendum shall control over any different General Terms.

This Addendum is limited to the repair, maintenance, remodeling, renovation, modernization or construction of an existing facility at the Location and does not involve a change or increase in the size, type or extent of the facility.

The "LOCATION"

Location Name:				"Location State":	MS
Address:					
Rights Fee:	Amount:	N/A	Funding Condition:		
Connect Fee:	Amount:	N/A	Billing Condition:		

The "USA SERVICE"

Unit "Id #"	Quantity	Description of USA Service Components (the "Units")
A	1	

The Term

"Initial Term":	1	Month/Years	M	"Additional Term":	1	Mo/Yrs.	M
*(If Customer is the Initial Funding Entity, the Initial Term is determined based on Section 10.1)							

USA PAYMENT CALCULATION and DEFINITIONS

"USA Payment"	is the total of Unit(s) * (Usage + Capacity + Availability) + MMC/MMR Reserves + Deferred Catchup
"Capacity"	is Capacity Base * Usage Rate
Utility Charge or Revenue Share? (U/R)	U If R, Revenue Source:

SP Initial Id #	Rights Funding?	Full Capacity / Year	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months Est. Useful RoR	Robust Life	Multiplier
						Unit	Rate			
A	Yes	No				N/A	N/A	N/A		

"Expected Use of Full Capacity" =	%	"Lowest Contemplated Use": =	%
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"Price Index"

USA Payment "% Eligible for Index" =	20%	Credited to:	MMC
(select one) =	PPI	U.S. CPI - All Urban Consumers, U.S. City Average (CUUR0000SA0)	
		U.S. PPI - Commercial electricity, repair & maintenance (PCU81138113)	
		Other: = 0.00%	

INSTALLATION MATTERS

"Installation Limit":	N/A	"Completion Target":	TBD Months	Monthly "Carrying Charge":	0.85%
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Approved Installation Contractors: Contracting Party shall be SP Entity or Customer (S/C) §

Approved MMC Providers: Contracting Party shall be SP Entity or Customer (S/C) 5

	Actual	SP Suggested	OTHER APPLICABLE TERMS			
MMC Reserve	TBD		Per (Month/Year)	M	Starting month # after Install Date	4
MMR Reserve	TBD		Per (Month/Year)	M	Starting month # after Install Date	4
Defer USA Payments by:	0%		Defer monthly Usage over:	N/A	# of months being deferred:	N/A
# of months to spread Deferred Catchup over:	N/A		Starting month # for Deferred Catchup:	N/A	Add standard deviation to Unit Use	Yes

Self-Install:	Has Customer opted to self-install the USA Service itself? Yes/No		No
MMC Agreement:	Will Customer source and contract for Unit maintenance and renewal services. Yes/No		No
Right of Return	Does Customer have a Right of Return (per Section 14.1 of the General Terms)?		No
Return Limit	10%	If Yes, applies for N/A- months after the USA Start Date	

Customer Unit Replacement: When "Customer Unit Replacement" applies, fill in below.

Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"
N/A	\$0	N/A	\$0	N/A	\$0

Effective Date: ____/____/____

Customer:

City of Jackson, Mississippi

By: _____

Name: _____

Title: _____

SP Entity:

By: Sustainability Partners Services LLC, its Manager

By: _____

Name: _____

Title: _____

Exhibit 3
Notice to Proceed

#####

Original USA Service Addendum No.: 1
Effective Date: _____
Location Name: _____
Location Address: _____

RE: Notice to Proceed and Restated Service Addendum

The "Customer" and the "SP Entity" identified at the end of this Notice to Proceed are parties to the above referenced USA Service Addendum (the "Original Service Addendum"), incorporating the General Terms and Conditions attached as Exhibit 1 to the Master Utility Service Agreement between Customer and Sustainability Partners LLC (together with the Original Service Addendum, the "Agreement"). Capitalized terms not otherwise defined in this Notice to Proceed have the meanings provided in the Agreement.

Customer hereby formally notifies and confirms to the SP Entity that, upon the SP Entity's delivery of countersigned copies of this Notice to Proceed and the enclosed USA Service Addendum (the "Restated Service Addendum"):

- (i) Unit(s) identified in the Restated Service Addendum are the Units selected by Customer to be installed at the Location;
- (ii) the contractor(s) identified in the enclosed Restated Service Addendum are the contractor(s) for the Installation;
- (iii) Customer has entered, or will promptly enter, into the Installation Agreement(s) with the contractor(s) for the Installation, with the SP Entity being responsible for payment of Installation Costs in accordance with and subject to the terms of the Agreement;
- (iv) the enclosed Restated Service Addendum restates and supersedes the Original Service Addendum; and
- (v) the acquisition of the Unit(s) by the Initial Funding Entity may occur, and the Installation may begin, subject to the terms of the Agreement.

If you agree, please acknowledge by signing and returning countersigned copies of this Notice to Proceed and the enclosed Restated Service Addendum.

Customer:

City of Jackson, Mississippi

Signature: _____
Signor Name: _____
Signor Title: _____

This Notice to Proceed is hereby acknowledged and accepted:

SP Entity:

By: Sustainability Partners Services LLC, its Manager

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit 4
Certificate of Acceptance

This Document. This document constitutes a "Certificate of Acceptance" corresponding to that certain USA Service Addendum Ref # _____ executed by the undersigned Customer and SP Entity (the "Service Addendum"), which incorporates the General Terms and Conditions attached as Exhibit 1 (the "General Terms") to that certain Master Utility Service Agreement (the "M-USA") effective as of _____, between Sustainability Partners LLC ("SP") and the undersigned Customer. This document also constitutes an Exhibit 4 with respect to the M-USA.

The Agreement. This Certificate of Acceptance is part of the written agreement comprised of the corresponding Service Addendum and the General Terms, constituting a standalone binding agreement (referred to as the "Agreement") with respect to the Unit(s) identified on Schedule A below (the "Accepted Units") that solely and exclusively governs the Accepted Units and matters relating thereto. Capitalized terms not defined in this Certificate of Acceptance have the meanings given in the USA Addendum, the General Terms and the M-USA.

USA Addendum No.:	1
Location Name:	_____
Address:	_____
Accepted Units:	See <u>Schedule A</u>

Unit "Id #"	Quantity	Description of USA Service Components (the "Units")	Starting Usage % (0%=New)
A	1.	_____	0%

Customer hereby accepts delivery, installation and performance of the Accepted Units comprising a USA Service, and agrees that the Accepted Unit(s) have been fully and properly installed, tested, fully operational and ready for Unit(s) intended use together with relevant personnel having received all the training and documentation necessary for the operation and care of the Unit(s) within manufacture guidelines as of the date set forth below.

Initial "Install Date": _____
Effective Date: _____

Customer hereby confirms and acknowledges that the required insurance has been obtained as of the date set forth below.

Initial "Insurance Date": _____
Effective Date: _____

Customer:
City of Jackson, Mississippi

SP Entity:

By: Sustainability Partners Services LLC, its Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

OFFICE OF THE CITY ATTORNEY
12/14/2021

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE TERRY ROAD RESURFACING PROJECT (INTERSTATE 20 TO MCDOWELL ROAD), FEDERAL AID PROJECT NO. STP-7286-00(006) LPA/108074 (WARDS 5 AND 7)

WHEREAS, the City of Jackson received Federal FAST Act transportation funds through the Jackson MPO to resurface Terry Road between Interstate 20 and McDowell Road; and

WHEREAS, the City of Jackson selected Southern Consultants, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Southern Consultants, Inc. has provided a cost estimate of \$356,992.20 to provide construction engineering and inspection services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Southern Consultants, Inc. for the Terry Road resurfacing Project, Federal Aid Project No. STP-7261-00(002) LPA/108070, for an amount not to exceed \$356,992.20.

Agenda Item #40
Agenda Date December 21, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 1, 2021
DATE


POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute a CE&I agreement with Southern Consultants for the Terry Road Resurfacing Project (I-20 to McDowell Road)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6, 7
3.	Who will be affected	Residents, businesses, and motorists along Terry Road
4.	Benefits	Provide CE&I services for a federal street resurfacing project
5.	Schedule (beginning date)	After City Council approval and after award of the construction bid
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Terry Road (Interstate 20 to McDowell Road (Wards 5 and 7))
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$356,992.20
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	157 45190 6823 (1% Bond)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director 

Date: December 1, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction engineering and inspection (CE&I) services contract with Southern Consultants, Inc. for the Terry Road Resurfacing Project from I-20 to McDowell Road.

The City of Jackson received Federal FAST Act regional surface transportation project construction funds to resurface Terry Road from Interstate 20 to McDowell Road. As part of this work, the street will be repaired and resurfaced, curb and gutters replaced and reset to the correct grade, sidewalks and ramps will be brought up to ADA standards, and signal detection will be replaced at three signals. The City selected Southern Consultants for the necessary CE&I work, and the amount of the CE&I contract will not exceed \$139,148.98.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1780
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE TERRY ROAD RESURFACING PROJECT (INTERSTATE 20 TO MCDOWELL ROAD), FEDERAL AID PROJECT NO. STP-7286-00(006) LPA/108074 (WARDS 5 AND 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

12/14/21
DATE

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***TERRY ROAD – Pavement Rehabilitation and Sidewalk Improvements
from McDowell Road to Interstate 20
STP-7286-00(006)- LPA/ 108074-701000
City Project No. 19B4008-601
Hinds County***

THIS CONTRACT, is made and entered into by and between the *CITY OF JACKSON*, a body Politic of the State of Mississippi (the "LPA"), and, *SOUTHERN CONSULTANTS, INC.* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *5740 County Cork Road, Jackson, MS 39206*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *Engineering* services for ***TERRY ROAD – Pavement Rehabilitation and Sidewalk Improvements from McDowell Road to Interstate 20***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope, or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start no earlier than the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, 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.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

IF SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication; and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDTF and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *HINDS* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *HINDS*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility - as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA'S intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging

and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Honorable Chokwe Antar Lumumba, Mayor
City of Jackson
P. O. Box 17
Jackson, MS 39205
Phone: 601.960.1084
Fax: 601.960.1084
{Email Address}

For Technical Matters:

Dr. Charles Williams, Jr., PhD, PE
City of Jackson
P. O. Box 17
Jackson, MS 39205
Phone: 601.960.1651
Fax: 601-960-1356
cwilliams@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:

James S. Stewart, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone: 601.957.0999
Fax: 601.957.9332
jstewart@mscivilengineers.com

For Technical Matters:

Michael A. Brownlee, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone: 601.957.0999
Fax: 601.957.9332
mbrownlee@mscivilengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #08143
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E 10463
Surveyor # _2640_

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 2021.


CITY OF JACKSON, MS

Honorable Chokwe Antar Lumumba, MAYOR

ATTEST: _____
(for City of Jackson))

WITNESS this my signature in execution hereof, this the ____ day of _____, 2021.

SOUTHERN CONSULTANTS, INC.

BY: 
Susan H. Lunardini, President

ATTEST: 
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

SOUTHERN CONSULTANTS, INC.
Consulting Engineers

SUSAN H. LUNARDINI, PRESIDENT
JAMES E. WICKREY, P.E., VICE PRESIDENT
ROBERT C. LUNARDINI, P.E., SENIOR ENGINEER

www.southernconsultants.com



RESOLUTION

A meeting of the Board of Directors of Southern Consultants, Inc. a corporation organized under the laws of the State of Mississippi and domiciled in Hinds County, Mississippi, was held on June 27, 2018, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum.

BE IT RESOLVED, that Susan H. Lunardini is hereby authorized to execute contracts and agreements on behalf of this corporation with the City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Jackson, MS has been furnished a copy of said resolution, duly certified.

I, John C. Lunardini, hereby certify that I am the Secretary of Southern Consultants, Inc., a corporation created under the laws of the State of Mississippi domiciled in Hinds County, MS; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 27th day of June, 2018, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This the 27th day of June, 2018.

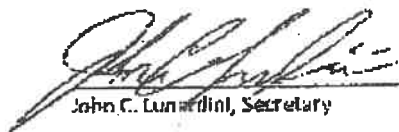

John C. Lunardini, Secretary



EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the Contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. The Contractor shall set all construction stakes, forms; etc under the Pay Item Roadway Construction Stakes and based on the vertical and horizontal controls established by the Project Engineer. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. **MDOT will perform the QA testing and all construction testing not performed by the CE&I testing laboratory. This will include MDOT testing on component materials required by the approved asphalt mix designs (i.e. hydrated lime, aggregates, asphalt cement, etc) and component materials required by the approved concrete mix designs (i.e. aggregates, cement, water, fly ash, etc). MDOT will also perform any testing required for items to be furnished from MDOT pretested stock as listed in the approved testing proposal.**

- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer** daily activities by names, function performed and hours worked. He shall

check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project *Engineer*, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project *Engineer* and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project *Engineer* are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. **General:**

The resident Project *Engineer's* dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project *Engineer* dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project *Engineer* shall generally communicate with the LPA.

II. **Duties and Responsibilities of the resident Project *Engineer*.**

A. **Schedules:**

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer*:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR'S superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 356,992.20 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the

LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
James S. Stewart, P.E.	Project Manager	161.33
Michael A. Brownlee, P.E., PLS	Project Engineer	146.66
Robert C. Lunardini, P.E.	Principal	176.00
	CAD Technician	102.66
	Inspector I	88.00
	Administrative Assistant	73.33

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 356,992.20 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
329,414.52	0.00	27,577.68	356,992.20

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. _____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. .00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility. All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement, except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 10th day of September, 2021.

SOUTHERN CONSULTANTS, INC.

BY: 
James S. Stewart, Vice President

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 2021.

CITY OF JACKSON, MISSISSIPPI

Honorable Chokwe Antar Lumumba, MAYOR

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating 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, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

1331664

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: 
Authorized Officer or Agent

9/10/21
Date

James S. Stewart
Printed Name of Authorized Officer or Agent

Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**TERRY ROAD - PAVEMENT REHABILITATION AND
SIDEWALK IMPROVEMENTS FROM McDOWELL ROAD TO
INTERSTATE 20**

Prepared for:

Mississippi Department of Transportation

Project Number:

***STP-7286-00(006) LPA/108074-701000
CITY OF JACKSON, MS***

Prepared by: SOUTHERN CONSULTANTS, INC.

Date Submitted: *September 10, 2021*

Date Revised:

Cost Summary

TERRY ROAD - Pavement Rehabilitation and Sidewalk Improvements from McDowell Road to Interstate 20

Construction Engineering & Inspection Services

Southern Consultants, Inc.

Labor Costs

CE&I Services \$ 329,414.52

Direct Costs

CE&I Services \$ -

Subtotal Southern Consultants, Inc. \$ 329,414.52

Sub-Consultant

Labor Costs

CE&I Services \$ -

Direct Costs

CE&I Services \$ -

Subtotal Cost Sub-Consultant \$ -

Labor Costs

Testing Services \$ 27,577.68

Direct Costs

CE&I Services \$ -

Subtotal Cost \$ 27,577.68

PROJECT TOTAL COSTS \$ 356,992.20

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE
SOUTHERN CONSULTANTS, INC.
Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>161.90% %</u>
Field Overhead Rate ²	<u>161.90% %</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 60.00	\$ 97.14	\$ 18.86	\$ 176.00
Project Manager	\$ 55.00	\$ 89.05	\$ 17.29	\$ 161.33
Project Engineer	\$ 50.00	\$ 80.95	\$ 15.71	\$ 146.66
Inspector I	\$ 30.00	\$ 48.57	\$ 9.43	\$ 88.00
Inspector II	\$ -	\$ -	\$ -	\$ -
Administrative Assistant	\$ 25.00	\$ 40.48	\$ 7.86	\$ 73.33
CAD Technician	\$ 35.00	\$ 56.67	\$ 11.00	\$ 102.66

OVERTIME BILLING RATES ^{*}**

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector I	\$ 45.00	\$ 48.57	\$ 9.43	\$ 103.00
Inspector II	\$ -	\$ -	\$ -	\$ -
{additional classifications}	\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

^{***} Overtime may only be allowable for those employees per Federal requirements.

^{***} Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE

SOUTHERN CONSULTANTS, INC.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>161.90% %</u>
Field Overhead Rate ²	<u>161.90% %</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 60.00	\$ 97.14	\$ 18.86	\$ 176.00
Project Manager	\$ 55.00	\$ 89.05	\$ 17.29	\$ 161.33
Project Engineer	\$ 50.00	\$ 80.95	\$ 15.71	\$ 146.66
Inspector I	\$ 30.00	\$ 48.57	\$ 9.43	\$ 88.00
Inspector II	\$ -	\$ -	\$ -	\$ -
Administrative Assistant	\$ 25.00	\$ 40.48	\$ 7.86	\$ 73.33
CAD Technician	\$ 35.00	\$ 56.67	\$ 11.00	\$ 102.66

OVERTIME BILLING RATES ^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector I	\$ 45.00	\$ 48.57	\$ 9.43	\$ 103.00
Inspector II	\$ -	\$ -	\$ -	\$ -
{additional classifications}	\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

^{***} Overtime may only be allowable for those employees per Federal requirements.

^{***} Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name

Terry Road - from McDowell to I-20

MDOT Project No.

STP-7286-80(908) LPA/108074-70100G

Testing Firm Name

Burns Cooley Dennis, Inc.

MDOT District Material Engineer Approval Date for the S&T Report

August 23, 2021

Home Overhead Rate ²	<u>172.75% %</u>
FCCM (Home)	<u>0.71% %</u>
Field Overhead Rate ¹	<u>172.75% %</u>
FCCM (Field)	<u>0.71% %</u>
Profit	<u>12.00% %</u>

Classification	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate
Project Manager	\$ <u>80.00</u>	\$ 138.20	\$ 26.18	\$ 0.57	\$ 244.95
Project Engineer	\$ <u>65.00</u>	\$ 112.29	\$ 21.27	\$ 0.46	\$ 199.02
Materials Engineer	\$ <u>45.00</u>	\$ 77.74	\$ 14.73	\$ 0.32	\$ 137.79
Admin. Assistant	\$ <u>20.00</u>	\$ 34.55	\$ 6.55	\$ 0.14	\$ 61.24
Field Technician	\$ <u>25.00</u>	\$ 43.19	\$ 8.18	\$ 0.18	\$ 76.55

LABOR COSTS	Hours	Regular Billing Rate	Total
Project Manager	18	\$ 244.95	\$ 4,409.10
Project Engineer	8	\$ 199.02	\$ 1,592.16
Materials Engineer	16	\$ 137.79	\$ 2,204.64
Admin. Assistant	98	\$ 61.24	\$ 2,327.12
Field Technician	138	\$ 76.55	\$ 10,563.90

SUBTOTAL - LABOR COSTS 218 \$ 21,096.92

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Compressive Strength (T22)	45	Each	\$ 25.00	\$ 1,125.00
Standard Proctors (MT-8)	4	Each	\$ 225.00	\$ 900.00
Atterberg Limits (T89 and T90)	4	Each	\$ 60.00	\$ 240.00
Coarse Aggregate Gradation (T27)	4	Each	\$ 125.00	\$ 500.00
Fine Aggregate Gradation (T27)	3	Each	\$ 125.00	\$ 375.00
Minus No. 200 Wash (T11)	3	Each	\$ 45.00	\$ 135.00
Nuclear Density Tests (T312)	60	Each	\$ 25.00	\$ 1,500.00
pH	2	Each	\$ 30.00	\$ 60.00
Moisture Content	25	Each	\$ 8.00	\$ 200.00
Bulk Specific Gravity (T166)	10	Each	\$ 30.00	\$ 300.00
SUB-TOTAL - FIELD AND LABORATORY				\$ 5,335.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel (62 trips at 33 miles per trip)	2046	Miles	\$ 0.56	\$ 1,145.76
SUB-TOTAL - EXPENSE ITEMS				\$ 1,145.76

TOTAL PROPOSED FEE **\$ 27,577.68**

NOTES:

Technician hours are based on 24 - 1 hour trips for sample and cylinder pickup, 18 - 3 hour trips to project site for earthwork testing (select fill and granular), 15 - 3 hour trips for concrete testing, and 5 - 3 hour trips for asphalt testing. 1 hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip. 0.5 hours materials engineer per technician testing trip and 4 hours for meetings.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND EASEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE CITY OF JACKSON, MISSISSIPPI TO ALLOW FOR THE CONSTRUCTION OF A WATER DISTRIBUTION LINE ACROSS CITY OF JACKSON RIGHT-OF-WAY (WARD 7)

OFFICE OF THE CITY ATTORNEY
12/21/2021

WHEREAS, COJ operates a water utility that provides drinking water to a building located at 764 Lakeland Drive (“Clinic Building”), which is owned by the University of Mississippi Medical Center (“UMMC”); and

WHEREAS, the main campus of UMMC is separated from the Clinic Building by Lakeland Drive, which is a public street located in right-of-way owned by the City of Jackson; and

WHEREAS, the main campus of UMMC obtains its drinking water supply from wells located on the main campus and disposes of wastewater for treatment by COJ at its main wastewater treatment plant; and

WHEREAS, COJ charges the main campus of UMMC for transportation and treatment of its wastewater based on the volume of water pumped from its well as measured by meters on the water wells; and

WHEREAS, UMMC is the state’s only academic health sciences center; and

WHEREAS, it is the mission of UMMC to improve the health and well-being of patients and the community through excellence in training of health care professionals, engagement in innovative research, and delivery of state-of-the-art health care; and

WHEREAS, UMMC desires to supply drinking water to the Clinic Building from the main campus water wells to exercise greater control over the risks associated with the disruption of the potable water supply to the Clinic Building which can negatively impact UMMC ability to achieve its mission;

WHEREAS, UMMC’s supply of drinking water to the Clinic Building from the main campus water wells is designed to support critical health care services, train health professionals and further the academic research mission of UMMC; and

WHEREAS, UMMC represents that there is such a high demand for the medical services provided at the Clinic Building that the cancellation of appointments from disruptions in the potable water supply results rescheduling of appointments as much as four months later; and

Agenda Item #41
Agenda Date December 21, 2021
(King, Lumumba)

WHEREAS, UMMC is seeking the permission of COJ in the form of this MOU and a corresponding easement to construct a water line within the COJ's right-of-way for Lakeland Drive to provide well water to the Clinic Building; and

WHEREAS, COJ deems this MOU and the accompanying easement over its right-of-way to be in its best interest because it will assist UMMC in continuing to locate certain medical services used by low-income and disadvantaged Jackson residents in the Clinic Building; and

WHEREAS, COJ further deems this MOU and the accompanying easement to be in its best interest because it will eliminate delays in low-income and disadvantaged Jackson residents receiving medical services as a result of the rescheduling of appointments that happens when appointments are canceled from the disruption of the potable water supply; and

WHEREAS, COJ and UMMC agree that the water service from the main campus to the Clinic Building will be bored beneath Lakeland Drive to avoid damage to the roadway; and

WHEREAS, under the terms of the Memorandum of Understanding, UMMC will agree to the following:

1. UMMC shall be solely responsible for the procurement of the construction necessary to install the water service line and its appurtenances (the "Water Line"), and shall solely bear the cost of the design and construction of the Water Line. Prior to beginning construction on the Water Line, UMMC shall provide COJ with a full set of the design specifications and drawings that it intends to use in the construction of the Water Line. UMMC shall not begin construction until receiving written approval of the design specifications and drawings from COJ. However, if written approval is not received within thirty (30) calendar days from submission by UMMC to COJ, COJ's written approval will be deemed granted on the 31st day. UMMC agrees to make any necessary revisions to the design specifications and drawings based on COJ's reasonable review.
2. UMMC agrees to obtain a right-of-way permit from COJ prior to commencing construction of the Water Line. UMMC agrees to obtain any additional permits reasonably required by the COJ Department of Planning and Development, Building Permit Division that COJ deems necessary to allow for appropriate monitoring and inspection of construction.
3. Upon completion of construction, UMMC shall be solely responsible for the operation and maintenance of the Water Line, and the costs associated with operation and maintenance.
4. UMMC will be solely responsible for relocating or adjusting the Water Line in the event it comes into conflict with future road or utility improvements along Lakeland Drive.
5. UMMC shall not provide water service via the Water Line to any building other than the Clinic Building without first obtaining the permission of COJ through an amendment of the MOU or a separate MOU, such permission not to be unreasonably withheld. If permission is sought by UMMC from COJ but a decision is not received within ninety

(90) calendar days from the date of UMMC's request, COJ's permission will be deemed granted on the 91st day;
and

WHEREAS, under the Memorandum of Agreement, the City would agree to do the following

1. COJ agrees to prioritize and expedite its review of design specifications and drawings for the construction of the Water Line. COJ agrees to prioritize and expedite the review of the right-of-way permit application and any other building permit applications required by COJ.
2. COJ will recognize UMMC as the owner of the existing fire hydrant located at 764 Lakeland Drive – this hydrant is on UMMC property and will be supplied via UMMC water well system.
3. COJ shall provide UMMC with adequate written notice of any future road or utility improvements along Lakeland Drive, which will implicate UMMC's Responsibility described in Section 1. above;

and

WHEREAS, UMMC also agrees that it will cause the contractor performing the work and that contractor's subcontractors to have the requisite workers' compensation coverage, contractor's commercial general liability insurance, and automobile liability insurance; and

WHEREAS, UMMC, its contractors, and subcontractors performing work on the project shall name the City as additional insured on those policies of insurance and provide a certificate of insurance evincing the coverages; and

WHEREAS, the City agrees to grant to UMMC an easement across its right-of-way on Lakeland Drive for the water line described as follows:

A twenty foot (20') wide "waterline" easement being situated in the Southwest 1/4 of Section 26, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at a concrete monument which marks the southwest corner of the Veteran's Administration Hospital property as described in Deed Book 1088 at Page 421 of the Chancery records of Hinds County at Jackson, Mississippi, being further identified as having a coordinate value of North 1,028,229.081 and East 2,347,204.075 on the below referenced Coordinate System, said concrete marker being further described as being 440.38 feet East of and 3,315.29 feet South of the northeast corner of Lot 7 of Block "B" of Woodland Hills, a subdivision, the map or plat of which is recorded in Plat Book 4 at Page 40 of the Chancery Records of Hinds County at Jackson, Mississippi and being further described as being 50.00 feet left of and perpendicular to the centerline of Station 30+30.2 of Federal Aid Highway Project No. U-001-2(16); thence North 00° 19' 47" East for a distance of 989.84 feet along the Western line of the said Veteran's

Administration Hospital property to a concrete monument which marks the Northwest corner thereof; thence North 31° 51' 28" West for a distance of 1,727.88 feet to a 5/8" iron pin set at the southern right of way line of Lakeland Drive, which marks the **POINT OF BEGINNING** of a 20 foot (20') wide "waterline" easement herein described being further identified as having a coordinate value of North 1,030,686.494 and East 2,346,297.774 on the below referenced Coordinate System; thence South 89° 59' 01" West for a distance of 20.76 feet along the said southern right of way line to a 5/8" iron pin set; thence leave said southern right of way line of Lakeland Drive and run North 15° 30' 28" East for a distance of 103.79 feet to a "PK" nail set on the northern right of way line of the said Lakeland Drive; thence North 89° 59' 01" East for a distance of 20.76 feet along the said northern right of way line to a "PK" nail set; thence leave said northern right of way line of Lakeland Drive and run South 15° 30' 28" West for a distance of 103.79 feet to the **POINT OF BEGINNING**, containing 0.0477 acres (2,076 square feet), more or less.

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD83(CORS96), grid values, using a combined scale factor of 0.99994113 and a grid to geodetic azimuth angle of (+) 00° 05' 15" developed at the approximate center of the property.

WHEREAS, the easement is subject to the terms of the Memorandum of Understanding being approved and shall be for the sole purpose of installing, operating and maintaining a water service line and its appurtenances beneath the surface of the right-of-way to provide water to the building whose address is 746 Lakeland Drive, and for no other purpose whatsoever.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding and an associated waterline easement with University of Mississippi Medical Center according to the terms set forth herein.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 15, 2021
 DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND EASEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE CITY OF JACKSON, MISSISSIPPI TO ALLOW FOR THE CONSTRUCTION OF A WATER DISTRIBUTION LINE ACROSS CITY OF JACKSON RIGHT-OF-WAY (WARD 7)					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life					
3.	Who will be affected	Patients of the UMMC Clinics housed in the building located at 764 Lakeland Drive					
4.	Benefits	Will allow clinics to continue operating in the event of outages of City of Jackson water, thus avoiding canceled appointments and delays in the provision of medical care					
5.	Schedule (beginning date)	Upon approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	University of Mississippi Medical Center					
8.	COST	N/A					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A					
10.	EBO participation	ABE _____ %	WAIVER	yes ___	no ___	N/A _____	
		AABE _____ %	WAIVER	yes ___	no ___	N/A _____	
		WBE _____ %	WAIVER	yes ___	no ___	N/A _____	
		HBE _____ %	WAIVER	yes ___	no ___	N/A _____	
		NABE _____ %	WAIVER	yes ___	no ___	N/A _____	

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: December 15, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda that would allow University of Mississippi Medical Center to construct a waterline across City right-of-way in order to supply its building located at 764 Lakeland Drive with well water from the wells located on the UMMC main campus across the street. The building houses a number clinic that provide healthcare to residents of the City, including low-income persons.

The Office of the City Attorney has worked with UMMC to reach terms that ensure the interests of the City of Jackson are protected.

Please call me if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2770
Jackson, Mississippi 39207-2770
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY
12/15/21

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND EASEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE CITY OF JACKSON, MISSISSIPPI TO ALLOW FOR THE CONSTRUCTION OF A WATER DISTRIBUTION LINE ACROSS CITY OF JACKSON RIGHT-OF-WAY (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* TW

12/15/21
DATE

MEMORANDUM OF UNDERSTANDING

Between

University of Mississippi Medical Center

And

City of Jackson, Mississippi

This Memorandum of Understanding (“MOU”) has been entered into between **University of Mississippi Medical Center (“UMMC”) and the City of Jackson, Mississippi (“COJ”)** and is effective on the later of the dates on which the MOU is signed by both parties as stated below (the “Effective Date”).

WHEREAS, COJ operates a water utility that provides drinking water to a building located at 764 Lakeland Drive (“Clinic Building”), which is owned by UMMC; and

WHEREAS, the main campus of UMMC is separated from the Clinic Building by Lakeland Drive, which is a public street located in-right-of-way owned by the City of Jackson; and

WHEREAS, the main campus of UMMC obtains its drinking water supply from wells located on the main campus and disposes of wastewater for treatment by COJ at its main wastewater treatment plant; and

WHEREAS, COJ charges the main campus of UMMC for transportation and treatment of its wastewater based on the volume of water pumped from its well as measured by meters on the water wells; and

WHEREAS, UMMC is the state’s only academic health sciences center; and

WHEREAS, it is the mission of UMMC to improve the health and well-being of patients and the community through excellence in training of health care professionals, engagement in innovative research, and delivery of state-of-the-art health care; and

WHEREAS, UMMC desires to supply drinking water to the Clinic Building from the main campus water wells to exercise greater control over the risks associated with the disruption of the potable water supply to the Clinic Building which can negatively impact UMMC ability to achieve its mission;

WHEREAS, UMMC’s supply of drinking water to the Clinic Building from the main campus water wells is designed to support critical health care services, train health professionals and further the academic research mission of UMMC; and

WHEREAS, UMMC represents that there is such a high demand for the medical services provided at the Clinic Building that the cancellation of appointments from disruptions in the potable water supply results rescheduling of appointments as much as four months later; and

WHEREAS, UMMC is seeking the permission of COJ in the form of this MOU and a corresponding easement to construct a water line within the COJ's right-of-way for Lakeland Drive to provide well water to the Clinic Building; and

WHEREAS, COJ deems this MOU and the accompanying easement over its right-of-way to be in its best interest because it will assist UMMC in continuing to locate certain medical services used by low-income and disadvantaged Jackson residents in the Clinic Building; and

WHEREAS, COJ further deems this MOU and the accompanying easement to be in its best interest because it will eliminate delays in low-income and disadvantaged Jackson residents receiving medical services as a result of the rescheduling of appointments that happens when appointments are canceled from the disruption of the potable water supply; and

WHEREAS, COJ and UMMC agree that the water service from the main campus to the Clinic Building will be bored beneath Lakeland Drive to avoid damage to the roadway; and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do agree as follows:

SECTION 1. UMMC Responsibility:

UMMC shall have the following responsibilities under this MOU:

1. UMMC shall be solely responsible for the procurement of the construction necessary to install the water service line and its appurtenances (the "Water Line"), and shall solely bear the cost of the design and construction of the Water Line. Prior to beginning construction on the Water Line, UMMC shall provide COJ with a full set of the design specifications and drawings that it intends to use in the construction of the Water Line. UMMC shall not begin construction until receiving written approval of the design specifications and drawings from COJ. However, if written approval is not received within thirty (30) calendar days from submission by UMMC to COJ, COJ's written approval will be deemed granted on the 31st day. UMMC agrees to make any necessary revisions to the design specifications and drawings based on COJ's reasonable review.
2. UMMC agrees to obtain a right-of-way permit from COJ prior to commencing construction of the Water Line. UMMC agrees to obtain any additional permits reasonably required by the COJ Department of Planning and Development, Building Permit Division that COJ deems necessary to allow for appropriate monitoring and inspection of construction.
3. Upon completion of construction, UMMC shall be solely responsible for the operation and maintenance of the Water Line, and the costs associated with operation and maintenance.
4. UMMC will be solely responsible for relocating or adjusting the Water Line in the event it comes into conflict with future road or utility improvements along Lakeland Drive.

5. UMMC shall not provide water service via the Water Line to any building other than the Clinic Building without first obtaining the permission of COJ through an amendment of the MOU or a separate MOU, such permission not to be unreasonably withheld. If permission is sought by UMMC from COJ but a decision is not received within ninety (90) calendar days from the date of UMMC's request, COJ's permission will be deemed granted on the 91st day.

SECTION 2. COJ Responsibilities:

COJ shall have the following responsibilities under this MOU:

1. COJ agrees to prioritize and expedite its review of design specifications and drawings for the construction of the Water Line. COJ agrees to prioritize and expedite the review of the right-of-way permit application and any other building permit applications required by COJ.
2. COJ will recognize UMMC as the owner of the existing fire hydrant located at 764 Lakeland Drive – this hydrant is on UMMC property and will be supplied via UMMC water well system.
3. COJ shall provide UMMC with adequate written notice of any future road or utility improvements along Lakeland Drive, which will implicate UMMC's Responsibility described in Section 1. above.

SECTION 3. Miscellaneous Provisions

1. This MOU sets out the general framework for the collaboration between the parties and, as required, may be supplemented by one or more detailed written agreements, setting out the rights and obligations of each party with respect to all or some of the objectives listed above.
2. This MOU shall take effect upon the Effective Date and shall continue in force in perpetuity or until the Parties agree otherwise.
3. This MOU may be modified at any time in writing, and any such modifications must be dated and signed by each party.
4. UMMC shall include as a requirement of any construction contract entered into for the construction or maintenance activity under this MOU relating to the Water Line the following minimum insurance coverages for the construction contractor and its subcontractors:

1. Workers' Compensation, and related:

State: Statutory

Employer's Liability:

Bodily injury, each accident \$ 100,000

Bodily injury by disease, each employee	\$	<u>100,000</u>
Bodily injury/disease aggregate	\$	<u>100,000</u>

2. Contractor's Commercial General Liability:

General Aggregate	\$	<u>1,000,000</u>
Products - Completed Operations Aggregate	\$	<u>1,000,000</u>
Personal and Advertising Injury	\$	<u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$	<u>1,000,000</u>

3. Automobile Liability.

Combined Single Limit of	\$	<u>1,000,000</u>
--------------------------	----	------------------

COJ shall be named as an additional insured on these insurance policies and UMMC shall provide a Certificate of Insurance showing such coverages, in such amounts, before commencing the construction or maintenance activity under this MOU relating to the Water Line.

- The information in this MOU has been provided by each party in good faith but no representation or warranty (express or implied) is or will be made, and no responsibility or liability is or will be accepted, by either party or by any of their respective members, officers, employees or agents in relation to the accuracy or completeness of such information or any other written or oral information made available to the other party or its advisers. To the extent authorized by applicable law, any such liability is expressly disclaimed.
- For purposes of this Agreement, the parties are independent contractors and neither party is an agent or employee of the other party. Neither party will assign any of its rights or delegate any of its duties hereunder without the written consent of the other party.

12. The terms of this MOU supersede all previous negotiations and discussions related to the subject matter between the parties prior to the date of its execution.

13. By executing this MOU, each party agrees to be bound by each of the above provisions.

This MOU between the parties has been signed by their authorized representatives.

University of Mississippi Medical Center

City of Jackson, Mississippi

Name: Brian Rutledge, PhD
Title: Chief of Staff

Name: Chokwe A. Lumumba
Title: Mayor

Date

Date

Prepared by and Return to:

Attn: Terry S. Williamson
Office of the City Attorney
455 E. Capitol Street
Jackson, Mississippi 39201
(601) 960-2287

MB# 8639

**INDEXING INSTRUCTIONS: SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 6 NORTH,
RANGE 1 EAST, CITY OF JACKSON, FIRST JUDICIAL DISTRICT of Hinds County,
Mississippi**

WATER SERVICE LINE EASEMENT

THIS WATER SERVICE LINE EASEMENT (the "Easement") is made and entered into as of _____, 2021 by and between the City of Jackson, Mississippi, a municipal corporation, 219 South President Street, Jackson, Mississippi, (601)- 960-1799, (the "Grantor") and University of Mississippi Medical Center, a public body corporate and politic of the State of Mississippi, 2500 N. State Street, Jackson, Mississippi, (601)-984-1000 (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of certain right-of-way for Lakeland Drive within the City of Jackson, Mississippi;

WHEREAS, the Grantee desires an easement ("Water Line Easement") to provide its own water to a building located at 746 Lakeland Drive, Jackson, Mississippi, said Water Line Easement being more particularly described in Exhibits A and B attached hereto;

WHEREAS, the Grantor and Grantee have previously entered into a Memorandum of Understanding regarding the Water Line Easement, a copy of which is attached hereto as Exhibit C and incorporated into this Water Line Easement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee, for themselves, their heirs, successors, lessees, and assigns, do hereby agree as follows:

RESERVATION OF EASEMENT

1. Easement. Grantor hereby grants and convey to Grantee, its successors and assigns, a non-exclusive, revocable Water Line Easement as described in Exhibits A and B attached hereto, to be used exclusively by Grantee for the sole purpose of installing, operating and maintaining a water service line and its appurtenances beneath the surface of the right-of-way to provide water to the building whose address is 746 Lakeland Drive, and for no other purpose whatsoever. This Water Line Easement shall constitute a covenant running with the land and shall inure to the benefit of the Grantee and its heirs, successors, lessees, and assigns.
2. Subject to terms of Memorandum of Understanding. Grantor and Grantee have previously entered into a Memorandum of Understanding regarding this Water Line Easement and the water service line and its appurtenances. This Memorandum is attached hereto has Exhibit C and this Easement is subject to the terms of such Memorandum of Understanding.
3. Quiet Enjoyment. Grantor and Grantee mutually agree and affirm that each shall take no action that shall obstruct or impair the opposite party's access to or use of the Water Line Easement or rights thereto as set forth herein.
4. Revocation. Grantor may revoke this Water Line Easement at any time upon one year's written notice to Grantee.
5. Modification of Easement Any modification of this Water Line Easement or additional obligation assumed by either party in connection with this Water Line Easement shall be binding only if evidenced by a writing signed by each party or an authorized representative of each party.
6. Governing Law. This Water Line Easement shall be governed by and interpreted under the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused this Water Line Easement to be executed on the dates set forth in their respective acknowledgements set forth below, to be effective on the _____ day of _____, 2021.

GRANTOR

CITY OF JACKSON, MISSISSIPPI

By: _____

Name: Chokwe A Lumumba

Title: Mayor

Date: _____

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and State of Mississippi, on this _____ day of _____, 2021 within my jurisdiction, the within named Chokwe A. Lumumba, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

GRANTEE:

UNIVERSITY OF MISSISSIPPI MEDICAL
CENTER

By: _____

Name: _____

Title: _____

Date: _____

STATE OF MISSISSIPPI
COUNTY OF HINDS

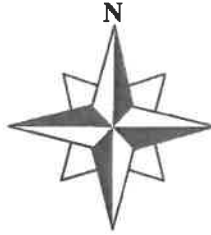
Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2021 within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the entity upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

EXHIBIT A

BARNES SURVEYING, LLC
ROBERT M. BARNES
LAND SURVEYOR



272 S PERKINS ST., SUITE 400
RIDGELAND, MISSISSIPPI 39157
(601) 353-7878

LEGAL DESCRIPTION “WATERLINE EASEMENT”

A twenty foot (20') wide “waterline” easement being situated in the Southwest 1/4 of Section 26, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at a concrete monument which marks the southwest corner of the Veteran’s Administration Hospital property as described in Deed Book 1088 at Page 421 of the Chancery records of Hinds County at Jackson, Mississippi, being further identified as having a coordinate value of North 1,028,229.081 and East 2,347,204.075 on the below referenced Coordinate System, said concrete marker being further described as being 440.38 feet East of and 3,315.29 feet South of the northeast corner of Lot 7 of Block “B” of Woodland Hills, a subdivision, the map or plat of which is recorded in Plat Book 4 at Page 40 of the Chancery Records of Hinds County at Jackson, Mississippi and being further described as being 50.00 feet left of and perpendicular to the centerline of Station 30+30.2 of Federal Aid Highway Project No. U-001-2(16); thence North 00° 19' 47" East for a distance of 989.84 feet along the Western line of the said Veteran’s Administration Hospital property to a concrete monument which marks the Northwest corner thereof; thence North 31° 51' 28" West for a distance of 1,727.88 feet to a 5/8" iron pin set at the southern right of way line of Lakeland Drive, which marks the **POINT OF BEGINNING** of a 20 foot (20') wide “waterline” easement herein described being further identified as having a coordinate value of North 1,030,686.494 and East 2,346,297.774 on the below referenced Coordinate System; thence South 89° 59' 01" West for a distance of 20.76 feet along the said southern right of way line to a 5/8" iron pin set; thence leave said southern right of way line of Lakeland Drive and run North 15° 30' 28" East for a distance of 103.79 feet to a “PK” nail set on the northern right of way line of the said Lakeland Drive; thence North 89° 59' 01" East for a distance of 20.76 feet along the said northern right of way line to a “PK” nail set; thence leave said northern right of way line of Lakeland Drive and run South 15° 30' 28" West for a distance of 103.79 feet to the **POINT OF BEGINNING**, containing 0.0477 acres (2,076 square feet), more or less.

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD83(CORS96), grid values, using a combined scale factor of 0.99994113 and a grid to geodetic azimuth angle of (+) 00° 05' 15" developed at the approximate center of the property.

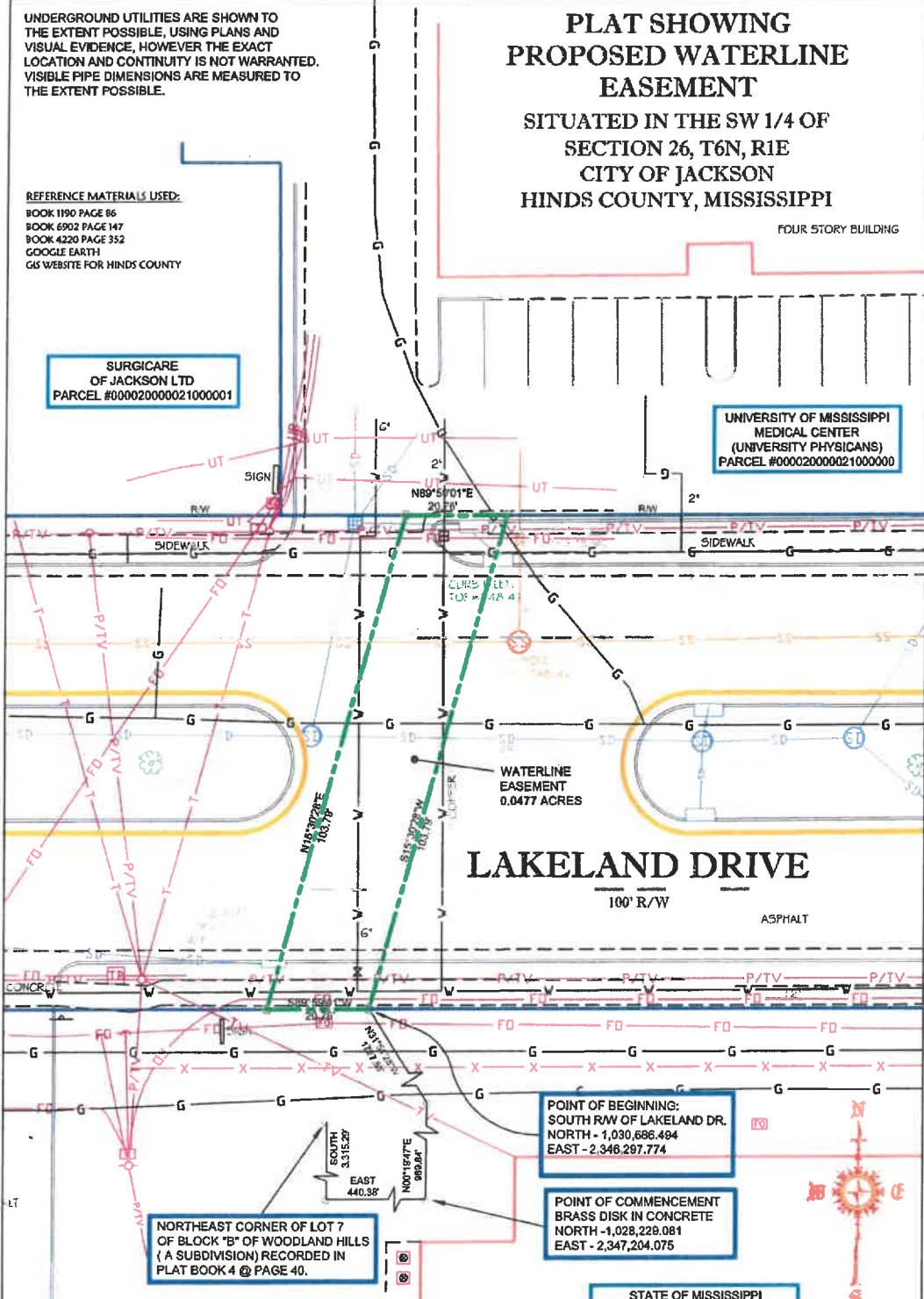
UNDERGROUND UTILITIES ARE SHOWN TO THE EXTENT POSSIBLE, USING PLANS AND VISUAL EVIDENCE, HOWEVER THE EXACT LOCATION AND CONTINUITY IS NOT WARRANTED. VISIBLE PIPE DIMENSIONS ARE MEASURED TO THE EXTENT POSSIBLE.

**PLAT SHOWING
PROPOSED WATERLINE
EASEMENT**
SITUATED IN THE SW 1/4 OF
SECTION 26, T6N, R1E
CITY OF JACKSON
HINDS COUNTY, MISSISSIPPI

REFERENCE MATERIALS USED:
BOOK 1190 PAGE 86
BOOK 6902 PAGE 147
BOOK 4220 PAGE 352
GOOGLE EARTH
GIS WEBSITE FOR HINDS COUNTY

SURGICARE
OF JACKSON LTD
PARCEL #00002000021000001

UNIVERSITY OF MISSISSIPPI
MEDICAL CENTER
(UNIVERSITY PHYSICIANS)
PARCEL #000020000021000000



POINT OF BEGINNING:
SOUTH RW OF LAKELAND DR.
NORTH - 1,030,686.494
EAST - 2,346,297.774

POINT OF COMMENCEMENT
BRASS DISK IN CONCRETE
NORTH - 1,028,229.081
EAST - 2,347,204.075

NORTHEAST CORNER OF LOT 7
OF BLOCK "B" OF WOODLAND HILLS
(A SUBDIVISION) RECORDED IN
PLAT BOOK 4 @ PAGE 40.

STATE OF MISSISSIPPI
CRIPPLED CHILDRENS HOSPITAL
PARCEL #000050000015000000

1" = 25'

THIS IS A CLASS "A" SURVEY ACCORDING TO "STANDARDS OF PRACTICE FOR SURVEYING" IN THE STATE OF MISSISSIPPI ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-15(F), MISSISSIPPI CODE OF 1972 AS AMENDED.
REFERENCE MERIDIAN - GRID NORTH MISSISSIPPI WEST STATE PLANE COORDINATE SYSTEM, CONVERGENCE ANGLE (+)00°05'15", SCALE FACTOR 0.99994113. ALL BEARINGS AND DISTANCES ARE GRID VALUES, U.S. SURVEY FEET.
⊙ INDICATES PROPERTY CORNERS.
○ INDICATES POINT ON PROPERTY LINES.
ALL ADJOINING PROPERTIES ARE NOW OR FORMERLY OWNED AS SHOWN HEREON.



SURVEYED & MAPPED
BY
BARNES SURVEYING, LLC
ROBERT MICHAEL BARNES
LAND SURVEYOR
272 S PERKINS ST., SUITE 400
RIDGELAND, MISSISSIPPI 39167
PHONE: 601.353.7878
EMAIL: mike@barnessurveying.com
FIELD WORK COMPLETED: JULY 28, 2021
PLAT DATE: AUGUST 25, 2021

EXHIBIT C

See attached Memorandum of Understanding

OFFICE OF THE CITY ATTORNEY
[Signature]

**ORDER APPROVING THE CONVEYANCE OF TITLE TO PARCEL # 145-27
COMMONLY REFERRED TO AS MOUNT OLIVE CEMETERY TO JACKSON
STATE UNIVERSITY, A STATE SUPPORTED INSTITUTION OF HIGHER
LEARNING**

Whereas, Parcel # 145-27 commonly referred to as Mount Olive Cemetery was an abandoned cemetery; and

Whereas, the City of Jackson filed a complaint pursuant to Section 21-37-21 of the Mississippi Code seeking to acquire title to the abandoned cemetery; and

Whereas, a judgment awarding the City of Jackson fee simple title to the property was entered in the Hinds County Chancery Court in Cause # 25CH1:21-cv-00985; and

Whereas, the fee simple title awarded to the City of Jackson results in the cemetery being a public cemetery; and

Whereas, pursuant to Section 21-37-21 of the Mississippi Code, the governing authorities of a municipality who acquires title to an abandoned cemetery are authorized to maintain, repair, enlarge, fence, or otherwise improve the cemetery;

Whereas, in 1988, the United States Department of Interior National Park Service established a Historically Black Colleges and Universities (HBCU) Preservation grant program to document, preserve, and stabilize structures on HBCU campuses; and

Whereas, the objective of the HBCU Preservation grant program is to repair historic structures on HBCU campuses that are listed on the National Register of Historic Places; and

Whereas, Mount Olive Cemetery was placed on the National Register of Historic Places in 2017 and is located on the campus of Jackson State University; and

Whereas, Mount Olive Cemetery was eligible for a grant from the Historically Black Colleges and Universities Preservation grant program; and

Whereas, Jackson State University applied for and was awarded federal monies in the amount of \$496,023.00 for the of preserving 177 headstones and 47 mausoleums and other work; and

Whereas, Jackson State University entered into Grant Agreement P20AP00185 with the National Park Service concerning the preservation of the structures within Mount Olive Cemetery which have significant African American historical significance; and

Whereas, in addition to the \$496,023.00 in federal funds, Jackson State University agreed to contribute non-federal matching contributions in the amount of \$75,042.00; and

Agenda Item #42
Agenda Date December 21, 2021
(King, Lumumba)

Whereas, the term of the agreement became effective upon signature of the awarding official and will expire on August 30, 2023; and

Whereas, the National Historic Preservation Act requires Jackson State University as the grantee of Historic Preservation Funds to assume after completion of the project, the total cost of continued maintenance, repair, and administration of grant-assisted property in a manner satisfactory to the Secretary of the Interior; and

Whereas, in addition to assuming responsibility for the continued maintenance, repair and administration of grant-assisted property, Jackson State University must also execute a Preservation Covenant/Easement with the State Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the National Park Service; and

Whereas, the Preservation Covenant/Easement must be registered with the deed to the property and submitted to the National Park Service; and

Whereas, conveying fee simple title to Mount Olive Cemetery to Jackson State University will facilitate the maintenance, repair, and improvement contemplated by Section 21-37-21; and

Whereas, Section 21-17-1(10) authorizes a governing authority a municipality to provide and deliver any service or assistance authorized by federal law, rule, or regulation creating, establishing or providing for a program or activity if not prohibited by the laws of this state or in conflict with the provisions of federal law, rule, or regulation; and

Whereas, conveying fee simple title of Mount Olive Cemetery to Jackson State University will assist Jackson State University with meeting terms and conditions of the grant and simultaneously provides for maintenance of Mount Olive Cemetery without financial burden to the City of Jackson; and

Whereas, conveying fee simple title of Mount Olive Cemetery to Jackson State University serves not only the best interest of the City of Jackson, but also the State of Mississippi because it will promote preservation of the State of Mississippi's historical resources;

THEREFORE IT IS ORDERED that fee simple title to Parcel 145-27 commonly referred to as Mount Olive Cemetery shall be conveyed to Jackson State University.

IT IS THEREFORE ORDERED that a deed may be executed by the Mayor and recorded in the land records of Hinds County, Mississippi concerning the conveyance

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 15, 2021

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order approves conveyance of fee simple title of Mount Olive Cemetery to Jackson State University					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement, Quality of Life, and Economic Development potentially because of National Register of Historic Places Designation					
3.	Who will be affected	Jackson State University, City of Jackson, National Park Service, citizens of Jackson and State of Mississippi					
4.	Benefits	Preserves African American monuments of historical significance					
5.	Schedule (beginning date)	Immediately					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5 - Campus of Jackson State University					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Attorney's Office					
8.	COST	None					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Not applicable					
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>

Revised 2-04

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1836

OFFICE OF THE CITY ATTORNEY

This ORDER APPROVING THE CONVEYANCE OF TITLE TO PARCEL #145-27 COMMONLY REFERRED TO AS MOUNT OLIVE CEMETERY TO JACKSON STATE UNIVERSITY, A STATE SUPPORTED INSTITUTION OF HIGHER LEARNING is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Carrie Johnson, Deputy City Attorney 

12/15/21
DATE

OFFICE OF THE CITY ATTORNEY

MEMORANDUM

Office of the City Attorney
(601) 960-1799



TO: Mayor Chokwe Lumumba
FROM: Catoria Martin, City Attorney
DATE: December 15, 2021
RE: Order

The order accompanying this memo provides authority for the conveyance of fee simple title of Mount Olive Cemetery to Jackson State University.

Conveying fee simple title of the cemetery to Jackson State University will ensure that it meets requirements associated with a Historic Preservation Fund grant and will promote the continued maintenance of the cemetery because grantees awarded funds from the Historic Preservation Fund must agree to maintain the structures once repaired in a condition satisfactory to the National Park Service.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS (ALL WARDS)

WHEREAS, on September 22, 2021, the City of Jackson received a Notice of Claim pursuant to Miss. Code Ann. § 11-46-11 asserting a claim for damages arising from allegations of lead poisoning; and

WHEREAS, the City of Jackson seeks legal representation from experienced attorneys with expertise and training to sufficiently protect the interest of the City of Jackson in the following lawsuits: *J.W. v. The City of Jackson, Mississippi et al*, Civil Action No. 3:21-cv-0066 and *P.R. v. The City of Jackson, Mississippi et al*, Civil Action No. 3:21-cv-00667; and

WHEREAS, Jones Walker LLP, specifically Clarence Webster III, and Kaytie M. Pickett, The Cochran Firm-Jackson, specifically Terris C. Harris, and Hawkins Law, PLLC, specifically John F. Hawkins, all have the expertise and training to protect the best interest of the City of Jackson in these lawsuits and any other matters concerning lead poisoning allegations; and

WHEREAS, it would be in the best interests of the City to enter into legal services agreements with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to perform all duties associated with representation of the City in these matters, for a term of December 21, 2021 to December 20, 2023.

IT IS, THEREFORE, ORDERED, that the Mayor be authorized to execute an agreement with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to represent the City in the above referenced lawsuits.

Agenda Item #43
Agenda Date December 21, 2021
(C.Martin, Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1796

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

12/15/21

DATE

OFFICE OF THE CITY ATTORNEY

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE REMOVAL OF THE SANITATION CHARGES
(GARBAGE COLLECTION CHARGES) FROM THE CITY OF JACKSON WATER BILLS

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

WHEREAS, the sanitation charges (garbage collection charges) currently being collected as part of the water bills of account holders in the City of Jackson is a financial burden for many citizens which is collected along with water charges and sewer charges; and

WHEREAS, without relief being provided to these financially burdened account holders, the probability of an inability to afford water service in the City of Jackson is a reality; thereby demanding said action by the City Council considering the fact that access to water is a necessity for the sustaining of life and health; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take this necessary step to remove the sanitation charges (garbage collection charges) from the City of Jackson water bills.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the removal of the sanitation charges (garbage collection charges) from the City of Jackson water bills.

SO ORDERED, this the _____ day of November, 2021.

Agenda Item: #44
Agenda Date December 21, 2021
(Stokes)

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, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021 and November 23, 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 #45
Agenda Date December 21, 2021
(Jackson City Council)

OFFICE OF THE CITY ATTORNEY
12-21-2021

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L250008-02

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, on May 25, 2021 for the OB Curtis Water Treatment Plant Membrane Train No. 5 Project in an amount not to exceed \$1,618,000.00; and

WHEREAS, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc, to start work on August 16, 2021; and

WHEREAS, Hemphill Construction Company, Inc, has requested an additional \$178,891.72 increasing the contract amount from \$1,618,000.00 to \$1,796,891.72 due to the following additions:

Supply membrane train valves to help operate the membrane train system: and

WHEREAS, Hemphill Construction Company, Inc, had 90 calendar days to complete the project, and has requested an additional 120 calendar days increasing the total calendar days for completion to 210 calendars days.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Membrane Filter System Train No. 5 Project, SRF# DWI-L250008-02 increasing the contract amount by \$178,891.72 and increasing the calendar days for completion by 120 calendar days.


ITEM # 46
DATE: December 21, 2021
BY: **WILLIAMS, KING, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 7, 2021

	P O I N T S	C O M M E N T S																									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L250008-02																									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																									
3.	Who will be affected	Residents and businesses within the City of Jackson Corporate Limits																									
4.	Benefits	Water Infrastructure																									
5.	Schedule (beginning date)	When change order is executed.																									
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	OB Curtis WTP																									
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																									
8.	COST	Original Contract Amount \$1,618,000.00 Increased Contract Amount \$1,796,891.72																									
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan (2 nd) Account No. 32-52190-6824																									
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE _____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER	yes _____	no _____	N/A _____	AABE _____ %	WAIVER	yes _____	no _____	N/A _____	WBE _____ %	WAIVER	yes _____	no _____	N/A _____	HBE _____ %	WAIVER	yes _____	no _____	N/A _____	NABE _____ %	WAIVER	yes _____	no _____	N/A _____
ABE _____ %	WAIVER	yes _____	no _____	N/A _____																							
AABE _____ %	WAIVER	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER	yes _____	no _____	N/A _____																							

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin B. King
Director
Date: December 7, 2021 
Subject: Agenda Item for City Council Meeting

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L250008-02

Attached you will find an item requesting authorization to execute Change Order No. 1 to the construction contract with Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plant Membrane Filter System Train No. 5 Project. The Contractor (Hemphill Construction Company, Inc.) has requested a cost increase based on additional valves required for the membrane systems. The City of Jackson and Hemphill Construction Company, Inc, have agreed on increasing the original contract by \$178,891.72, and adding an additional 120 calendar days for completion.

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

Date of Issuance: December 6, 2021
 Owner: City of Jackson, Mississippi
 Contractor: Hemphill Construction Company, Inc.
 Engineer: Cornerstone Engineering, LLC
 Project: OB Curtis WTP Membrane Filter System Train #5 Replacement
 Project SRF #DWI-L250008-02

Effective Date: December 6, 2021
 Owner's Contract No.: 2
 Contractor's Project No.: H21071
 Engineer's Project No.: 20-29
 Contract Name:

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

Description:

- CO1.1 - Change of Project Scope - Add membrane fiber repairs for Trains #3 & 4 to existing Suez scope of work. Funds will be drawn from existing Suez/Zenon purchase order funds for membrane repairs.
- CO1.2 - Change of Project Scope - Add addition of straub couplings and valves per attached Suez/Zenon WTS Quote #20513615 to Suez scope of work. Funds will be drawn from existing Suez/Zenon purchase order funds for membrane repairs.
- CO1.3 - Supply membrane valves and motors per City of Jackson request and provided scope of supply. Installation of materials is NOT included. Material list attached. - \$178,891.72

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Attachments: Hemphill Change Order Proposal #1, Suez/Zenon Material Supply List, Capital Industrial Products Quotation Original Contract Price: <u>\$ 1,618,000.00</u>	Original Contract Times: Substantial Completion: <u>90 Calendar Days, 11/14/21</u> Ready for Final Payment: <u>90 Calendar Days, 11/14/21</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 1,618,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>90 Calendar Days, 11/14/21</u> Ready for Final Payment: <u>90 Calendar Days, 11/14/21</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 178,891.72</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>120 Calendar Days, 3/14/22</u> Ready for Final Payment: <u>120 Calendar Days, 3/14/22</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,796,891.72</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>210 Calendar Days, 3/14/22</u> Ready for Final Payment: <u>210 Calendar Days, 3/14/22</u>

RECOMMENDED:
 By: [Signature]
 Title: Engineer (if required)
 Title: Mauricka McKenzie, President
 Date: 12-6-21

ACCEPTED:
 By: _____
 Title: Owner (Authorized Signature)
 Title: Chokwe Antar Lumumba, Mayor
 Date: _____

ACCEPTED:
 By: [Signature]
 Title: Contractor (Authorized Signature)
 Title: Richard A. Rula, President
 Date: 12/6/21

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879
FLORENCE, MS 39073

PROJECT NAME / NO.

OB Curtis Membrane Train #5 Project

Jackson, MS

DATE:

Friday, December 03, 2021

MODIFICATION NO.

1

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Supply valves per attached quotation from Capital Industrial Products. Scope of supply was provided by the City of Jackson.	1.00	LS	\$ 178,891.72	\$ 178,891.72
	LABOR				
	EQUIPMENT				
	RENT				
	MATERIAL			\$ 135,063.25	\$ 135,063.25
	SUBCONTRACT				
	CONTRACTOR'S TAX OF TOTAL AMOUNT @ 3.50%			\$ 6,261.21	
	CONTRACTOR'S BOND OF TOTAL AMOUNT @ 1.00%			\$ 1,788.92	
	CONTRACTOR'S NET FEE OF TOTAL AMOUNT @ 20.00%			\$ 35,778.34	
	TOTAL AMOUNT			\$ 178,891.72	
	PRICE PER UNIT			\$ 178,891.72	

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Supply valves only per COJ request. No installation of valves is included. Pricing is good through January 2, 2022.

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	Foreman	0	EA		0	\$
2	Trackhoe Operator	0	EA		0	\$
3	Laborer	0	EA		0	\$
4	Laborer	0	EA		0	\$
						SUBTOTAL: \$
						PAYROLL TAXES AND INSURANCE: 54.00% \$
						TOTAL: \$

EQUIPMENT - OPERATING

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	1 Ton Pickup (10 hr daily min.)	0	EA		0	\$
2	Tool Trailer (10 hr daily min.)	0	EA		0	\$
3	Generator (10 hr daily min.)	0	EA		0	\$
4	Pipe Saw (10 hr daily min.)	0	EA		0	\$
5	Laser/Level (10 hr daily min.)	0	EA		0	\$
						TOTAL: \$

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Supply valves per attached quotation from Capital Industrial Products. Scope of supply was provided by the City of Jackson.	1.00	LS	\$ 178,891.72	\$ 178,891.72

EQUIPMENT - STANDBY

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1		1	EA	\$ -	0	\$
TOTAL:						\$

RENTAL


ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1					0	\$
TOTAL:						\$

MATERIAL


ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	Capital Industrial Products	1	LS	\$ 135,063.25	\$ 135,063.25
TOTAL:					\$ 135,063.25

SUBCONTRACT


ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	HOURS	TOTAL
1						\$
TOTAL:						\$

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-430-2637 FAX: 866-891-4863 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
23AUG2021		06SEP2021		20513615		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120095 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Ship To: 4000149263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES		
Bill To: 0000478085 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Payment Terms		
				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				FCA shipping point		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	3085335 COUPLING-STRB,316L,145#,8.00,FLEX3L,VAC 20 EA	20	EA	630.00	EA	12,600.00
20	3086369 COUPLING-STRB,316L,150#,10.00,FLEX3L,VAC 10 EA	10	EA	669.98	EA	6,699.80
30	481240A VALVE-SOL,2",ANG SEAT,2/2 WAY,SS,120V,SP 2 EA	2	EA	1,355.87	EA	2,711.94
40	3082021 VALVE-ANGLE,SS,1.00,A/S SV,FPT,BU,VTN 10 EA	10	EA	879.00	EA	8,790.00
50	3082022 VALVE-ANGLE,BRZ,0.50,FPT,BU,VTN 4 EA	4	EA	554.27	EA	2,217.08
Prepared By: Marylyn Mullin						
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	33,018.22


Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-888-439-2837 FAX: 888-891-4893 (ORDER PLACEMENT)		<h1>Quotation</h1>		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
23AUG2021		06SEP2021		20513615		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120695 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES			Ship To: 4000148263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES			
Bill To: 0000478885 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES			Payment Terms			
			Net 30 Days from Date of Receipt of Invoice			
			Inco Terms			
			FCA shipping point			
Currency: U.S. Dollar			Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	SUEZ Commercial Operations, ZeeWeed Products PLEASE REFERENCE THIS QUOTATION NUMBER with your order to ensure correct pricing and on-time delivery. Please notify the contact above if changes to this quotation are needed. PLEASE PROVIDE REQUESTED DELIVERY DATE with your order. PLEASE CLEARLY DEFINE THE DELIVERY LOCATION AND THE RECEIVER'S EMAIL & TELEPHONE. PLEASE SPECIFY RECEIVING HOURS AND ANY SPECIAL OFF-LOADING REQUIREMENTS. AVAILABILITY / LEAD TIME: Estimated lead time is 4-8 weeks, exclusive of freight transit time. ORDER PLACEMENT / ORDER STATUS: Please send your Purchase Order to:					
SALES DISCOUNT				USD		0.00
NET PRICE				USD		33,018.22


Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
23AUG2021		08SEP2021		20513615		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120685 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Ship To: 4000149263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES		
Bill To: 0000478065 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Payment Terms		
				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				FCA shipping point		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>SUEZ North America Customer Care Contacts: Tel: 1-866-439-2837 (Select Option 2) Email: csc.customerequipment.wts@suez.com</p> <p>*Note: Minimum Order Value is \$100.00 *Note: please follow the PO guidelines in the covering email of this quote < OR ></p> <p>SELF-SERVICE - Visit our eStore @: www.estore.suezwatertechnologies.com</p> <p>For help with registration or existing order, please email: csc.digital-nam.wts@suez.com</p> <p>*Note: No minimum order value required if using eStore</p>					
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	33,018.22

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 800-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTB Quote		
23AUG2021		06SEP2021		20513615		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120695 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES			Ship To: 4000149263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES			
Bill To: 0000478065 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES			Payment Terms Net 30 Days from Date of Receipt of Invoice			
			Inco Terms			
			FCA shipping point			
Currency: U.S. Dollar			Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>SHIPPING POINT: Ridgeland, MS</p> <p>TAXES: Taxes are not included in this quotation.</p> <p>PAYMENT: SUEZ prefers to receive payment by wire transfer and will also accept payment by courier check/cheque.</p> <p>Wire transfer information for #legal entity# send details to: SHD WATS REMIT-NAM shd-wats-remit-nam@suez.com</p> <p>Bank of America Merrill Lynch C/O ZENON Environmental Corporation 801 Main Street Dallas, TX 75202 ACCT# 4426318136</p>					
SALES DISCOUNT					USD	0.00
NET PRICE					USD	\$3,016.22

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation.
Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

	ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)	Quotation				
Quote Date	Quotation Exp. Date	Suez WTS Quote				
23AUG2021	06SEP2021	20513615				
Sales Org.	Sales Representative / Contact	Reference				
B493	Marylyn Mullin					
Sold To: 1000120695 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES		Ship To: 4000149263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES				
Bill To: 8000478055 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES		Payment Terms				
		Net 30 Days from Date of Receipt of Invoice				
		Incoterms				
		FCA shipping point				
Currency: U.S. Dollar		Freight: Freight PrePaid end Add				
S.No.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	ABA# 026009593 SWIFT# BCF AUS3N ACH# 111000012 TERMS: All sales are subject to SUEZ's terms and conditions, contained within this quotation. Thank You! - We Appreciate Your Business! ANNOUNCEMENT: SWTS would like to note that under the current exceptional circumstances under the COVID-19					
SALES DISCOUNT					USD	0.00
NET PRICE					USD	33,018.22

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained within this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.



ZENON ENVIRONMENTAL CORPORATION
 3239 DUNDAS STREET WEST
 OAKVILLE, ON L6M 4B2
 PHONE: 1-888-439-2837
 FAX: 888-891-4893 (ORDER PLACEMENT)

Quotation

Quote Date	Quotation Exp. Date	Suez WTS Quote
23AUG2021	06SEP2021	20513615
Sales Org.	Sales Representative / Contact	Reference
B483	Marylyn Mullin	

Sold To: 1000120695
 CITY OF JACKSON PUBLIC WORKS DEPT.
 WATER/SEWER UTILITIES DIVISION
 PO Box 17
 JACKSON MS 39205-0017
 UNITED STATES

Ship To: 4000149263
 CITY OF JACKSON PUBLIC WORKS DEPT.
 O.B CURTIS WATER PLANT
 100 O.B CURTIS DRIVE
 RIDGELAND MS 39157
 UNITED STATES

Bill To: 0000478065
 CITY OF JACKSON PUBLIC WORKS DEPT.
 WATER/SEWER UTILITIES DIVISION
 PO Box 17
 JACKSON MS 39205-0017
 UNITED STATES

Payment Terms
 Net 30 Days from Date of Receipt of Invoice

Inco Terms
 FCA shipping point

Currency: U.S. Dollar

Freight: Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	Pandemic situation, SWTS may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance and that should there be any new measures taken by any governmental authority which may impede or delay the said schedule or performance, SWTS reserves the right to modify the schedule / contract accordingly. SWTS will promptly inform you of any changes which may impact the contract or the project.					
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	33,018.22

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

Suez Water Technologies & Solutions

Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale form the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any refunds of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** Buyer shall bear all risk of loss and damages to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pallets, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance With Laws/Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject

to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. **Limitation on Liability.** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. **Conflicts; Survival; Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. **Termination and Cancellation.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to these Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MAY 25, 2021 10:00 A.M.

161

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY,
INC. FOR THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE
FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L25008-02.**

WHEREAS, on April 27, 2021, the City of Jackson received two sealed bids for the OB Curtis Water Treatment Plant Membrane Filter System Train No. 5 Project, , DWI-L250008-02; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$1,618,000.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc., in the amount of \$1,618,000.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Lindsay moved adoption; Council Member Lee seconded.

Yeas – Banks, Foote, Lee, Lindsay, and Stamps.

Nays – None.

Absent – Stokes and Tillman.

Note: Council Member Stokes returned to the meeting.

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE
DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE
APPLICATION FOR THE WATER POLLUTION CONTROL REVOLVING
LOAN FUND (WPCRLF) PROGRAM THROUGH THE MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY FOR SANITARY SEWER
COLLECTION SYSTEM IMPROVEMENTS AND NAMING THE MAYOR OR
PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE.**

WHEREAS, the Mississippi Department of Environmental Quality operates the State Water Pollution Control Revolving Fund Loan Program to provide low interest rate loans for the construction of projects to maintain the water quality of the State's waters; and

WHEREAS, the City of Jackson agreed to the entry of a Consent Decree on March 1, 2013 to resolve environmental claims alleged by the U.S.E.P.A. and the Mississippi Department of Environmental Quality; and

WHEREAS, the Consent Decree requires that the City determine the repairs and improvements necessary to bring the wastewater collection system into compliance with its National Pollutant Discharge Elimination System (NPDES) permit; and

WHEREAS, the Department of Public Works has currently identified thirty-six (36) areas located throughout the City that experience a high number of service requests (311 calls) and sanitary sewer overflows (SSOs) caused primarily by deteriorated and/or collapsed sanitary sewer mains; and

WHEREAS, the City is in need of funding now to begin to address the rehabilitation and/or replacement of the sewer system, which are estimated to cost \$31,683,000.00; and

WHEREAS, in order to apply for such a loan, the City must submit a WPCRLF Loan application package in compliance with WPCRLF Program Regulations; and

**ORDER ACCEPTING THE BID OF HEMPHILL
CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS
WATER TREATMENT PLANT MEMBRANE FILTER
SYSTEM TRAIN NO. 5 PROJECT, DWI-L25008-02**

OFFICE OF THE CITY ATTORNEY
4-26-21

WHEREAS, on April 27, 2021, the City of Jackson received two sealed bids for the OB Curtis Water Treatment Plant Membrane Filter System Train No. 5 Project, , DWI-L250008-02; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$1,618,000.00, was the lowest and best bid received and met specifications; and

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IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc, in the amount of \$1,618,000.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

ITEM # _____

DATE: _____

BY:

WILLIAMS, CARTER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 18, 2021

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L25008-02																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents and businesses in within the City of Jackson Corporate Limits																																													
4.	Benefits	Water Infrastructure OB Curtis Water Treatment Plant																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located at the OB Curtis WTP.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$1,618,000.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan #2 Account No. 032-521.90-6824																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba

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



Date: May 18, 2021

Agenda Item:

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L25008-02

Purpose:	Water Infrastructure Repair OB Curtis WTP
Cost:	\$1,618,000.00
Project/Contract Type:	Replace Membrane Train No. 5
Funding Source:	Fund 32
Schedule/Time:	June 2021
DPW Manager:	Charles Williams Jr., PE, PhD/Mary Carter

Background:



Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a contract with Hemphill Construction Company, Inc., for the OB Curtis Water Treatment Plant Membrane Filter System Train No. 5 Project. The purpose of is this project is to replace the existing membrane train No. 5 to improve water quality and production into the distribution system. This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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 HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM TRAIN NO. 5 PROJECT, DWI-L25008-02 is legally sufficient for placement in NOVUS Agenda.


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

5/19/2021
DATE



**CORNERSTONE
ENGINEERING, LLC**

"Bringing Top Notch Ideas that Work"

May 12, 2021

Cornerstone Engineering Project No. 20-29

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

**REFERENCE: BID EVALUATION
 PROPOSED OB CURTIS WATER TREATMENT PLANT MEMBRANE
 FILTER SYSTEM TRAIN #5 REPLACEMENT PROJECT
 CITY OF JACKSON**

Dear Dr. Williams:

As you are aware, on April 27, 2021, two (2) bids were received and opened for the above referenced project. The original proposals were retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bids and have found the following:

The apparent lowest bid was received in the amount of \$1,618,000.00 from Hemphill Construction Company, Inc. (Hemphill). Hemphill had a MBE/FBE participation rate of 23.32%, as noted in their bid. The second lowest bidder was The Lemoine Company, LLC, with a bid of \$1,790,700.00 and 0% MBE/FBE participation rate.

Our engineer's Opinion of Probable Cost (OPC) for this project was \$1,350,000.00 for the construction budget.

The final official bid tabulation is included in Attachment A. Please inform us of the City Council's decision to award this project at your earliest convenience so we may prepare the contract documents for execution. If you have any questions in the interim, please feel free to contact me at (512) 680-9914.

Sincerely,

Chris Rosales, P.E.
Project Engineer

Cc: Mary Carter, Deputy Public Works Director

Attachment A

BID TABULATION		Appoint Low Bidder #1	Appoint Low Bidder #2
Proposed OB Curtis WTP Membrane Filter System Train #5 Installation Project		Hempill Construction Company, Inc.	The Lardner Company, LLC
Item	Item	Bidder's Original Price	
Subcontract	Description	Unit Price	Total Price (Quantity x Unit Price)
A	1 Mobilization/Decontamination	\$ 14,000.00	\$ 14,000.00
A	2 Clean and Prepare Existing Membrane Train #5 Basin	\$ 10,500.00	\$ 10,500.00
A	3 Remove and Dispose of Membrane Fiber Waste in Basin, Train #5	\$ 2,500.00	\$ 2,500.00
A	4 Perform MIT Test to determine Salvageable Membrane Fiber in Ex. Train #5	\$ 24,000.00	\$ 24,000.00
A	5 Supply and Install Membrane Train #5 Components for Complete Installation	\$ 1,925,000.00	\$ 1,925,000.00
A	6 Realign Membrane Train #2 Filter (Approximately 15% of the main filter need repair and replacement)	\$ 215,000.00	\$ 215,000.00
A	7 Protect Site (as per DWSD's requirements)	\$ 850.00	\$ 850.00
A	8 Traffic Control	\$ 100.00	\$ 100.00
A	9 Electrical and Control Modifications	\$ 1,000.00	\$ 1,000.00
A	10 Allowance (Adjustments, Unforeseen Conditions and Additional Fiber Repairs, etc)	\$ 25,000.00	\$ 25,000.00
TOTAL BIDS: \$1,988,000.00			\$ 1,988,000.00

I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:00 P.M. ON April 27, 2021 FOR PROPOSED OB CURTIS WATER TREATMENT MEMBRANE FILTER SYSTEM TRAIN #5 INSTALLATION PROJECT



EBO Determination

OB Curtis Water Treatment Plant Membrane Filter System Train #5 Replacement

Bidder: Hemphill Construction
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	22.29 %
<i>AABE</i>	1.03 %
<i>NABE</i>	0 00 %
<i>HBE</i>	*0.00 %
<i>ABE</i>	0.00 %

Bidder: The Lemoine Company
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	*0.00 %
<i>AABE</i>	*0.00 %
<i>NABE</i>	0 00 %
<i>HBE</i>	*0.00 %
<i>ABE</i>	0 00 %

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION PROJECTS DWI-L250008-03

OFFICE OF THE CITY ATTORNEY
12/15/11

WHEREAS, the Department of Public Works desires to have Professional Engineering and Construction Phase services for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation and Water Distribution Projects; and

WHEREAS, the Department of Public Works has identified several maintenance projects that need to be addressed at the OB Curtis WTP & JH Fewell WTP to ensure the City of Jackson stays within compliance with the Mississippi Department of Health requirements for safe drinking water; and

WHEREAS, the Department of Public Works has identified several water main projects that need to be addressed within the distribution system to ensure the City of Jackson stays within compliance with the Mississippi Department of Health requirements for safe drinking water; and

WHEREAS, the potential projects identified are listed below:

- OB Curtis WTP Conventional System Filter Plant Upgrade Project
- OB Curtis and JH Fewell WTP Chemical Feed System Automation and Equipment Upgrade Project
- OB Curtis WTP Intake Structure Rehabilitation Project
- Water Main Distribution Projects

WHEREAS, Cornerstone Engineering, LLC, a multi-disciplinary civil engineering firm located in the Jackson, Mississippi metro area submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Cornerstone Engineering, LLC, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson Professional Engineering Services at a cost of \$1,734,800.00 and Construction Phase Services at a cost of \$1,248,500.00 with a total not to exceed \$2,983,300.00; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a Professional Engineering and Construction Phase Services Agreement with Cornerstone, LLC, in the amount not to exceed \$2,983,300.00.

IT IS, THEREFORE, ORDERED that that the Mayor is authorized to execute a Professional Engineering and Construction Phase services agreement with Cornerstone Engineering, LLC, in an amount not to exceed \$2,983,300.00, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation and Water Distribution Projects.

ITEM #

47

DATE:

December 21, 2021

BY:

WILLIAMS, CARTER, KING, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
December 7, 2021

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION PROJECTS																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	Who will be affected	All residents within the City of Jackson Corporate Limits																																													
4.	Benefits	Water Infrastructure Improvements																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	OB Curtis WTP & JH Fewell WTP																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Professional Engineering and Construction Phase Services Total Cost: \$2,983,300.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan (3 rd Loan)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba
From: Marlin King, Director of Public Works
Date: December 7, 2021



Agenda Item:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION PROJECTS DWI-L250008-03

Purpose: Water Infrastructure Repair
Cost: \$2,983,300.00
Project/Contract Type: OB Curtis WTP & JH Fewell WTP Rehabilitation & Water Distribution Work
Funding Source: Fund 32
Schedule/Time: Ongoing
DPW Manager: Charles Williams Jr., PE, PhD/Mary Carter

Background:

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter a professional engineering and construction phase services with Cornerstone Engineering, LLC, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation and Water Distribution Projects. The proposed projects are listed below:

- OB Curtis WTP Conventional System Filter Plant Upgrade Project
- OB Curtis and JH Fewell WTP Chemical Feed System Automation and Equipment Upgrade Project
- OB Curtis WTP Intake Structure Rehabilitation Project
- Water Main Distribution Projects


This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1299
Facsimile: (601) 960-1766
21

OFFICE OF THE CITY ATTORNEY

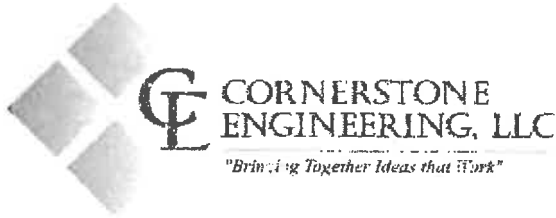
This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION PROJECTS DWI-L250008-03** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

12/14/21

DATE



City of Jackson
Attn: Charles Williams, P.E., PhD
200 South President Street
P.O. Box 17
Jackson, MS 39205

November 14, 2021

**RE: OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION SYSTEM PROJECTS –
OWNER-ENGINEER AGREEMENT**

Dr. Williams:

Enclosed is our professional services agreement for the above referenced project. This agreement includes certain contractual language required by the Mississippi State Department of Health (MSDH) State Revolving Loan Fund (SRF) program. The improvements will assist the City in repairing, rehabilitating and replacing key components of the plants that have reached the end of their useful life and will mitigate safety hazards and risks associated with operating the plants. This agreement will coincide with certain projects identified within SRF Loan# DWI-L250008-03.

If you need any more information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mauricka McKenzie, Sr.', written in a cursive style.

Mauricka McKenzie, Sr., P.E.

Enclosures: Contract and EBO

Cc: file

600 E. Northside Drive, Suite A
Clinton, MS 39056
601-473-2403 ph.

**AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
CORNERSTONE ENGINEERING, LLC
FOR
OB CURTIS AND JH FEWELL WATER TREATMENT PLANT
REHABILITATION AND WATER DISTRIBUTION SYSTEM
PROJECTS**

THIS AGREEMENT is made on the _____ day of _____, 2021, by and between the **CITY OF JACKSON, MISSISSIPPI**, a Mississippi municipal corporation (hereinafter called the “OWNER”), and **CORNERSTONE ENGINEERING, LLC** having its principal place of business at 600 E. Northside Drive, Suite A, Clinton, MS 39056 (hereinafter called the “ENGINEER”).

WHEREAS, the OWNER has decided to retain professional engineering services for the planning, engineering design and construction contract administration and inspection of the **OB Curtis and JH Fewell Water Treatment Plant (WTP) Rehabilitation and Water Distribution System Projects**; and

WHEREAS, the Owner intends to make certain other improvements to the OB Curtis WTP and the JH Fewell WTP and water distribution system as follows: (1) to repair and rehabilitate the existing conventional sand filters at the OB Curtis WTP, (2) to remove and replace the existing chlorination and ammonia feed equipment with equipment that can be fully automated, upgrade controls and chlorine gas sensors at the OB Curtis WTP and JH Fewell WTP and install chlorine and ammonia chemical feed lines and other associated feed lines inside of the trench vault underground, (3) to rehabilitate the existing potassium permanganate feed system, install a new potassium permanganate feed system at the Ross Barnett Reservoir, replace the intake structure roof, install the raw water quality monitoring equipment and controls at the OB Curtis WTP to comply with Mississippi State Department of Health (MSDH) requirements for operating and maintaining the City of Jackson WTPs, and to mitigate risks and safety hazards at the WTPs. Additionally, the Owner intends to make certain improvements in the water distribution system which includes replacing the old cast iron pipe and small diameter water distribution system pipe with ductile iron water main pipe along various streets for approximately 10,000 linear feet to assist with reducing water loss and improving the water flows. The water treatment plant and water distribution system projects are described in more detail in Exhibit A, Project Description, and hereinafter called the “Project;” and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated; and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 - FACILITIES TO BE CONSTRUCTED

- A. The work to be performed under this Agreement consists of providing professional engineering services for the design gravity thickener, steel bridge, and metal building structure and related facilities as requested by the Owner.

The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Page A-1).
- (2) Exhibit B: "Scope of Engineering Services" (Page B-1).
- (3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
- (4) Exhibit D: "Schedule of Work" (Page D-1).

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering design services for the **OB Curtis and JH Fewell Water Treatment Plant Rehabilitation and Water Distribution System Project**. These services shall include customary civil, structural, water treatment engineering and other necessary services required for the completion of the improvements. It is anticipated that the City of Jackson will be reimbursed for such services through the SRF Loan #DWI-L250008-03.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the design phase services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

- A. Provide criteria and information as to the OWNER's design requirements for the work to be performed under this Agreement including design objectives and constraints, space,

capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.

- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Engineering Design Phase Services".
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Acquire property for both permanent right-of-way and temporary construction easements based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense, carry liability insurance with maximum limits of \$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.
- B. ENGINEER shall comply, at its expense, with all applicable provisions of the workmen's compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. Engineer will, at its expense, also carry professional liability insurance.
- D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

SECTION 7 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The Engineer and the Owner agree that the work covered by this project shall consist of four phases. Upon the completion of a phase, the Engineer shall provide the Owner written notice of the completion and shall await receipt of a written notice to proceed prior to commencing work on the next phase.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel

assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

SECTION 9 – AUTHORIZED REPRESENTATIVES

Charles Williams, Jr., P.E., PhD is the authorized representative of the OWNER.

Mauricka McKenzie, Sr., P.E. is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project. The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work on this project is Mauricka McKenzie, Sr., P.E., MS Registration No. 16157.

SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

The Mississippi State Department of Health (MSDH) and its representatives shall have access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of DWSIRLF funds. The Loan Recipient acknowledges and agrees that the Department is not a party, in any manner whatsoever, to any contract between the DWSIRLF loan recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s) or any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Loan Recipient also acknowledges and agrees that any benefit to vendors contracting with the Loan Recipient arising from, or associated with this contract is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between the Department and the Loan Recipient.”

SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

A. ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:

- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
- 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.

B. In the event that ENGINEER fails in any of its obligations under Section A. of this section, OWNER may take one or more of the following actions to protect its interests:

- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
- 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section A of this section;
- 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.

- 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible, enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY (“EBO”) CLAUSE

- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
 2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
 3. Dissemination of the ENGINEER's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
 4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
 5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
 6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
 7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.

8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
 2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
 3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
 4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.

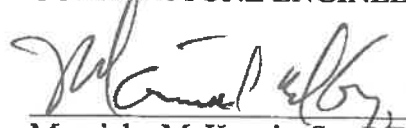
SECTION 16 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF JACKSON, MISSISSIPPI

CORNERSTONE ENGINEERING, LLC

Chokwe Antar Lumumba, Esq.
Mayor



Mauricka McKenzie, Sr., P.E.
President and Principal Engineer

ATTEST:

ATTEST:

City Clerk



Office Manager

EXHIBIT A

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION SYSTEM PROJECTS

SCOPE OF WORK

The work included in the scope of this Agreement consists of providing professional engineering and technical services for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Water Distribution System Projects more specifically described as follows:

Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the following required scope of work(1) to repair and rehabilitate the existing conventional sand filters at the OB Curtis WTP, (2) to remove and replace the existing chlorination and ammonia feed equipment with equipment that can be fully automated, upgrade controls and chlorine gas sensors at the OB Curtis WTP and JH Fewell WTP and install chlorine and ammonia chemical feed lines and other associated feed lines inside of the trench vault underground, (3) to rehabilitate the existing potassium permanganate feed system, install a new potassium permanganate feed system at the Ross Barnett Reservoir, replace the intake structure roof, install the raw water quality monitoring equipment and controls at the OB Curtis WTP, and (4) replacing the old cast iron pipe and small diameter water distribution system pipe with ductile iron water main pipe along various streets for approximately 10,000 linear feet.

The design documents will be prepared in close coordination with the water plant staff and public works staff and will be submitted to the Mississippi State Department of Health (MSDH) and Mississippi Department of Environmental Quality (MDEQ) for approval. The Engineer will assist with necessary approvals by the MSDH, the MDEQ and the City of Jackson typically required by new WTP improvements.

After approval of the design documents, we will also assist in the contract bidding and award process and will manage the construction contract during construction. The Engineer will assist with the solicitation of proposals from prospective contractors to furnish and construct the new OB CURTIS and JH FEWELL WTP improvements, including preparation of construction contracts.

The Engineer will furnish construction phase services including review of contractor submittals, providing resident project representative (RPR) to observe the construction and report to the Engineer and Owner, conduct progress meetings as required, review the contractor's periodic payment requests, and provide As-built Record Drawings upon completion of construction.

After construction is completed, we will facilitate a final inspection with City staff and the MSDH, MDEQ, and we will provide all the close-out documents required by the MSDH and MDEQ to these state government regulatory agencies and the City.

The Scope of Engineering Services is enumerated in Exhibit B.

EXHIBIT B

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION AND WATER DISTRIBUTION SYSTEM PROJECTS

SCOPE OF ENGINEERING SERVICES

1.0 DESIGN AND FINAL CONTRACT PLANS

1.1 Prepare contract plans and documents. Tasks include:

The Engineer shall perform engineering design required to complete the following tasks: (1) to repair and rehabilitate the existing conventional sand filters at the OB Curtis WTP, (2) to remove and replace the existing chlorination and ammonia feed equipment with equipment that can be fully automated, upgrade controls and chlorine gas sensors at the OB Curtis WTP and JH Fewell WTP and install chlorine and ammonia chemical feed lines and other associated feed lines inside of the trench vault underground, (3) to rehabilitate the existing potassium permanganate feed system, install a new potassium permanganate feed system at the Ross Barnett Reservoir, replace the intake structure roof, install the raw water quality monitoring equipment and controls at the OB Curtis WTP and in order to comply with MSDH requirements for operating and maintaining the City of Jackson WTPs and to mitigate risks and safety hazards at the plants. Additionally, the Owner intends to make certain improvements in the water distribution system which includes replacing the old cast iron pipe and small diameter water distribution system pipe with ductile iron water main pipe along various streets for approximately 10,000 linear feet to assist with reducing water loss and improving the water flows.

1.1.1 Preparing final contract documents and specifications.

1.1.2 Preparing final quantity recap and construction cost estimates.

1.1.3 Submitting three (3) sets of the above final design documents to the OWNER for review and approval.

1.1.4 Assisting in advertising the project; respond to questions raised by potential bidders concerning the contract documents; preparing an addendum if necessary; attending the pre-bid meeting and bid letting; tabulating the bids; and making a recommendation for the lowest and best bid.

1.1.5 The various tasks related to this project as described in paragraph 1.1.1 above and the hydraulic model may be authorized in stages through Task Orders issued by the authorized representative of the City of Jackson and/or Public Works Department.

1.1 STATE AND FEDERAL REGULATIONS

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.

EXHIBIT C

THE CITY OF JACKSON, MISSISSIPPI

**OB CURTIS AND JH FEWELL WATER TREATMENT
PLANT REHABILITATION AND WATER DISTRIBUTION
SYSTEM PROJECTS**

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as additional costs. We will get prior approval from the OWNER before proceeding with any additional costs beyond that described in this agreement. The following conditions shall apply to services performed under this Agreement:

1.2 OWNER shall pay ENGINEER for additional services not outlined in this Agreement only when these additional services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.

1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as follows:

PLANNING AND DESIGN PHASE:	Lump Sum Fee-\$1,734,800
CONSTRUCTION INSPECTION PHASE:	Lump Sum Fee-\$1,248,500
TOTAL ENGINEERING FEE: (DESIGN AND CONSTRUCTION)	\$2,983,300

1.4 Payment to Engineer

1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.

1.5 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER's invoices.

2021 SRF WATER PROJECT

Proposed 2021 SRF Water System Loan Projects - Cornerstone Engineering, LLC
 City of Jackson, MS
 Dec. 7, 2021

LOAN NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION/SCOPE OF WORK	City Construction		Allowable Engr.		Construction		CONSTR. COST ESTIMATE
			Proj. Number		Planning and Design (7.4%)		Phase Services (5.5%)		
3	1	OB Curtis Conventional Filter Plant Upgrade Project	Pending		\$ 1,110,000.00		\$ 825,000.00		\$ 15,000,000.00
	SCOPE OF WORK:	Remove and replace anthracite and sand/gravel filter media in all 6 basins, replace the surface spray wash system, upgrade UV disinfection system, replace underdrain system, install air scouring system, repair HVAC system in the filter building, replace sand filter backwash controls, replace influent valves, replace drain valves, install safety handrails on all 6 basins, install drainage and sitework improvements on building exterior.							
3	2	OB Curtis and JH Fewell Chemical Feed System Automation and Equipment Upgrade Project	Pending		\$ 228,400.00		\$ 170,500.00		\$ 3,100,000.00
	SCOPE OF WORK:	Remove and replace chlorination and ammonia feed equipment with equipment that can be fully automated, upgrade controls and chlorine gas sensors, install soda ash metering pump automation equipment, install chlorine and ammonia chemical feed lines and associated feed lines inside the existing trench vault underground.							
3	3	OB Curtis WTP Intake Structure Rehabilitation Project	Pending		\$ 118,400.00		\$ 88,000.00		\$ 1,600,000.00
	SCOPE OF WORK:	Remove the existing potassium permanganate feed system, install a new potassium permanganate feed system at the Ross Barnett Reservoir, replace intake structure building roof, install raw water quality monitor and controls.							
3	4	Water Main Replacement Project	Pending		\$ 222,000.00		\$ 166,000.00		\$ 3,000,000.00
	SCOPE OF WORK:	Replace old cast iron pipe and small diameter water distribution pipe with ductile iron water pipes (approximately 10,000 LF) along various streets or altes							
3	5	SRF 2021 Facility Plan Development and Loan Application Development	Pending		\$ 55,000.00				
	SCOPE OF WORK:	Update the City of Jackson Water System Facility Plan Document and Develop Loan Application Document							
			TOTAL		\$ 1,734,800.00		\$ 1,248,500.00		\$ 22,700,000.00

SECTION 2 - CHANGES

The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates (Exhibit D). For additional services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

For additional services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS

The ENGINEER may select consultant(s) to provide special services (i.e. geotechnical; environmental, structural, surveys) during design. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

EXHIBIT D

THE CITY OF JACKSON, MISSISSIPPI

**OB CURTIS AND JH FEWELL WATER TREATMENT
PLANT REHABILITATION AND WATER DISTRIBUTION
SYSTEM PROJECTS**

SCHEDULE OF WORK

SECTION 1 - PERIOD OF SERVICE

1.1 Following is the proposed Schedule of Work as outlined under this agreement:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Planning and Design Phase	<u>250 days</u>
Construction Inspection Phase	<u>600 days</u>

Planning and Design Phase Services will begin when Owner authorizes the Engineer to begin the planning work, design drawings and specification development work. The planning and design phase services will continue through the Engineer assisting with soliciting proposals or bids and end with holding of the preconstruction conference.

Construction Phase Services will begin with issuance of notice to proceed to the contractor and will extend for a period including the contractor's time for performance as specified in the contract documents and an additional 30 days to prepare and process completion documents and record drawings.



CITY OF JACKSON, MISSISSIPPI

**Chokwe Antar Lumumba
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**



CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-13)

EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and
 - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: Cornerstone Engineering, LLC

II. Address: 600 Northside Drive, Suite A

City: Clinton State: MS ZIP Code: 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. Bid Name and Number: OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project

IV. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. Total Bid Amount: \$2,983,300

V. WAIVER REQUESTED

*(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required ***WAIVER STATEMENT***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	1%	10%			2%
Construction		N/A			
Goods & Non-Professional Services		N/A			

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.


Authorized Signature and Title

11/14/21
Date

PRINT "AUTHORIZED" NAME HERE: Mauricka McKenzie

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: Civil Tech, Inc. Type Trade/Business: Civil Engineering

Address: 5420 Executive Place

Type Minority Business (MBE/FBE):

City, State, ZIP: Jackson, Mississippi 39206

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Contact Person: Elmore Moody, P.E.

Telephone Number: (601) 713-1713

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Engineering Services

Scope of Work to be Performed: Assistance with design of chemical feed system and water distribution system. Construction inspections

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$298,300

Percentage of MBE and/or FBE Participation: 10%

Company Name: Q Solutions, Inc.

Type Trade/Business: Engineering

Address: 460 Briarwood Drive, Suite 300

Type Minority Business (MBE/FBE):

City, State, ZIP: Jackson, MS 39206

Female (FBE)

African-American (AABE)

Contact Person: Kieu-Anh Tran, P.E.

Asian (ABE)

Hispanic (HBE)

Telephone Number: 601-376-9588

Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor

Supplier

Joint Venture

Mentor-Protégé

Type Work or Service to be Performed: Engineering

Scope of Work to be Performed: chemical feed system design and QA reviews and construction inspections

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 29,300

Percentage of MBE and/or FBE Participation: 1%

Company Name: Myriad Engineering Solutions, LLC

Type Trade/Business: Civil Engineering

Address: P.O. Box 7262

Type Minority Business (MBE/FBE):

City, State, ZIP: Jackson, MS 39282

Female (FBE)

African-American (AABE)

Contact Person: Stephanie Sago Vivians, P.E.

Asian (ABE)

Hispanic (HBE)

Telephone Number: 601-201-0027

Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor

Supplier

Joint Venture

Mentor-Protégé

Type Work or Service to be Performed: Engineering

Scope of Work to be Performed: site work design and construction inspections

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 59,666

Percentage of MBE and/or FBE Participation: 2%