



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
MAY 24, 2022
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. MINISTER EDGAR LEWIS OF EDGAR LEWIS MINISTRIES

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (WARD 1) (HILLMAN, LUMUMBA)
3. ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (WARD 1) (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. APPROVAL OF THE APRIL 26, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
6. APPROVAL OF THE MAY 2, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
7. APPROVAL OF THE MAY 6, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)

INTRODUCTION OF ORDINANCES

8. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING DALTON STREET (FROM DR. ROBERT SMITH PARKWAY TO CENTRAL STREET) TO HEZEKIAH WATKINS DRIVE. (STOKES)**
9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DESIGNATING JUNETEENTH AS AN OFFICIAL HOLIDAY. (STOKES)**

REGULAR AGENDA

10. **CLAIMS (MALEMBEKA, LUMUMBA)**
11. **PAYROLL (MALEMBEKA, LUMUMBA)**
12. **ORDER APPOINTING CHARLES R. CARR TO THE JACKSON HOUSING AUTHORITY BOARD. (LUMUMBA)**
13. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. GERALDINE B. CHANEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, AS A DATA SCIENTIST FOR THE CITY OF JACKSON. (WRIGHT, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIEL, INC. TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON FIRE DEPARTMENT RECRUIT APPLICANTS. (MARTIN, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON POLICE DEPARTMENT RECRUIT APPLICANTS. (MARTIN, LUMUMBA)**
17. **ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (WARD 1) (HILLMAN, LUMUMBA)**
18. **ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (WARD 1) (HILLMAN, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, LLC, MANAGEMENT SERVICES RESOURCE, LLC, AND ALL IN ONE MAINTENANCE, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT FUNDS, HEALTHY HOMES SUPPLEMENTAL FUNDS (HHSF), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES.
(WARDS 3, 4, 5, 6) (HILLMAN, LUMUMBA)**

- 20. ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE COLONIAL CIRCLE (CLUBVIEW DRIVE TO STANTON STREET) REPAIR PROJECT. (WARD 1) (KING, LUMUMBA)**
- 21. ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE HOLMES AVENUE (WOODROW WILSON AVENUE TO MEDGAR EVERS BOULEVARD) REPAIR PROJECT. (WARD 3) (KING, LUMUMBA)**
- 22. ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES LLC, FOR THE TREEHAVEN DRIVE (TERRY ROAD TO 200 BLOCK OF TREEHAVEN DRIVE) REPAIR PROJECT. (WARD 6) (KING, LUMUMBA)**
- 23. ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE HORTON AVENUE (FERNWOOD DRIVE TO BRIARWOOD DRIVE) REPAIR PROJECT. (WARD 2) (KING, LUMUMBA)**
- 24. ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE MOORE DRIVE (CAUSEY DRIVE TO DEAD END) REPAIR PROJECT. (WARD 4) (KING, LUMUMBA)**
- 25. ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE LINDBURGH DRIVE (ROBINSON ROAD TO DEAD END) REPAIR PROJECT. (WARD 5) (KING, LUMUMBA)**
- 26. ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE CULPEPPER DRIVE (TERRY ROAD TO CUL-DE-SAC) REPAIR PROJECT. (WARD 7) (KING, LUMUMBA)**
- 27. RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE 2022 EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM. (WARDS 1, 3, 4, & 6) (KING, LUMUMBA)**
- 28. ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/PAVED STREETS SECTION. (ALL WARDS) (KING, LUMUMBA)**
- 29. 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 WEST CAPITOL STREET IMPROVEMENTS PROJECT. (WARD 5) (KING, LUMUMBA)**
- 30. ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT WINTERIZATION PROJECT, DWIL250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY. (KING, LUMUMBA)**
- 31. ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE J.H. FEWELL WATER TREATMENT PLANT FILTERS 24 AND 26 REHABILITATION PROJECT, DWI L250008-03, AND**

**AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.
(KING, LUMUMBA)**

- 32. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-21. (C.MARTIN, LUMUMBA)**
- 33. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-23. (C.MARTIN, LUMUMBA)**
- 34. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-24. (C.MARTIN, LUMUMBA)**
- 35. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-26. (C.MARTIN, LUMUMBA)**
- 36. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-12. (C.MARTIN, LUMUMBA)**
- 37. ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY. (C.MARTIN, LUMUMBA)**
- 38. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE ANNUAL HOMECOMING CELEBRATION IN HONOR OF THE LATE MEDGAR WILEY EVERS. (STOKES)**
- 39. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REQUESTING THE ASSISTANCE OF HINDS COUNTY TO PAVE STREETS AND FILL POTHOLES IN THE CITY OF JACKSON. (STOKES)**
- 40. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

DISCUSSION

- 41. DISCUSSION: UPDATE- WATER METERS (STOKES)**
- 42. DISCUSSION: MOSQUITOES (STOKES)**
- 43. DISCUSSION: MONTHLY 311 REPORTS (HARTLEY)**
- 44. DISCUSSION: CONTRACT FOR HOME BASE SEWER MAINTENANCE (HARTLEY)**
- 45. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (WARD 1)

RECEIVED BY THE CITY CLERK
MAY 24 2022
FORNEY

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, pursuant to Section 102-40, 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, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

WHEREAS, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

IT IS, THEREFORE, ORDERED that Quik Trip is hereby granted a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it is 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.

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.

Public Hearing
Agenda Item No. 2
Agenda Date: May 24, 2022
(Hillman, Lumumba)

Date: _____
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/29/2022
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.	
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	6010 I-55 N (Ward 1)	
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 ___



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director
Department of Planning & Development

DATE: March 29, 2022

RE: Sign Variance

Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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 QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* SM

4/6/22

DATE

OFFICE OF THE CITY ATTORNEY
4/6/22
SM

MAR 18 2022
450.00 CK 179
SIGNS & LICENSE
K. Eastley

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

II. Purpose for requested Sign Variance: (Brief Description)

To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:

None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3

If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip

Mailing Address: 952 Old Peachtree Road NW

City: Lawrenceville State: GA Zip: 30043

Contact Phone: 770-325-6722 Fax: _____

Email: EBikas@QuikTrip.com

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Eric Bikas
Mailing Address: 952 Old Peachtree Road NW
City: Lawrenceville State: GA Zip: 30043
Contact Phone: 770-325-6722 Fax: _____
Email: EBikas@QuikTrip.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Hannah Investments LLC
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,
City: Santa Rosa Beach State: FL Zip: 32459 FL
Email: LBRADSMITH@ROYALNISSAN.COM 32459

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

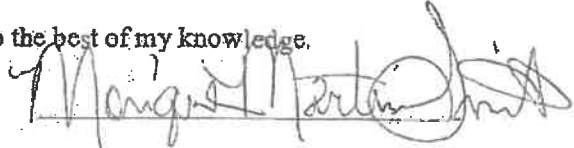
 Variance(s) \$450.00

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.

Hannah Truitt LLC



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

6010 I 65 N Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF ~~MISSISSIPPI~~ FL
COUNTY OF ~~HINDS~~ Walton

Personally came and appeared before me, the within named:

_____ Marique Martin Smith

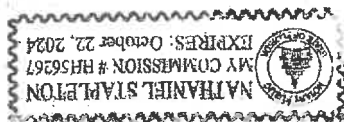
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21

Day of Feb., 2022

MY COMMISSION EXPIRES:

10/22/2024


NOTARY PUBLIC



QuikTrip
CORPORATE OFFICE
4705 South 129th East Avenue
Tulsa, Oklahoma 74134-7008
P.O. Box 3475
Tulsa, Oklahoma 74101-3475
918-615-7700

City of Jackson Zoning Dept.
219 S. President St.
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.

Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side



Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip site is even more off-grade and obscured from the tall

trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.

- 3. These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

- 4. Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



*Photograph of high-rise Exxon sign
at Northside Drive exit—just two exits from the planned QuikTrip*

This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



Dillon King on behalf of:
Eric Bikas | Real Estate Project Manager
952 Old Peachtree Rd. NW
Lawrenceville, GA 30043
ebikas@quiktrip.com
Office: (770) 325.6722
Mobile: (864) 982.0046

STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Wallin
Notary Public

My Commission Expires:

6-17-2025

THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

April 5, 2022

Quik Trip
Eric Bikas
952 Old Peachtree Road NW
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

The staff's recommendation, to the City Council, will be for denial 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



CITY OF JACKSON
ZONING DIVISION

Date 4-8-22
Zone C-3
Approved By JM
Note _____

RECEIVED
APR - 8 2022
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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Bright Lite Signs</u>		Business Name <u>QuikTrip #7248</u>	
Address <u>1683 Double Springs Church</u>		Business Address <u>6010 I-55 Frontage Rd N,</u>	
City <u>Road Monroe GA 30656</u>		Jackson, MS 39211	
Phone <u>770-207-0888</u>		Owner's Name <u>Eric Bikas/ QuikTrip Corporation</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone <u>770-325-6722</u>	
City of Jackson Privilege License # _____		Privilege License # <u>TBD</u>	
GROUND-MOUNTED:	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>65'</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>65'</u>	Length _____	UL# <u>UL 48</u>	
Length <u>8'</u>	Square Footage _____	Sign Material Type: <u>Steel Post</u>	
Square Footage <u>173.7</u>	Wall Area _____	Aluminum Frame	
Wind Pressure <u>TBD by engineering</u>		Plastic Inserts	
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: <u>C-3</u>	
<u>QT, Kitchens, Unleaded, Diesel,</u>		Date Inspected: _____	
<u>Guaranteed Gasoline</u>		APPROVED <input type="checkbox"/>	
<u>Numbers for Gasoline price and Diesel</u>		DISAPPROVED <input type="checkbox"/>	
<u>price</u>			
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <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.

[Signature]
Applicant's Signature

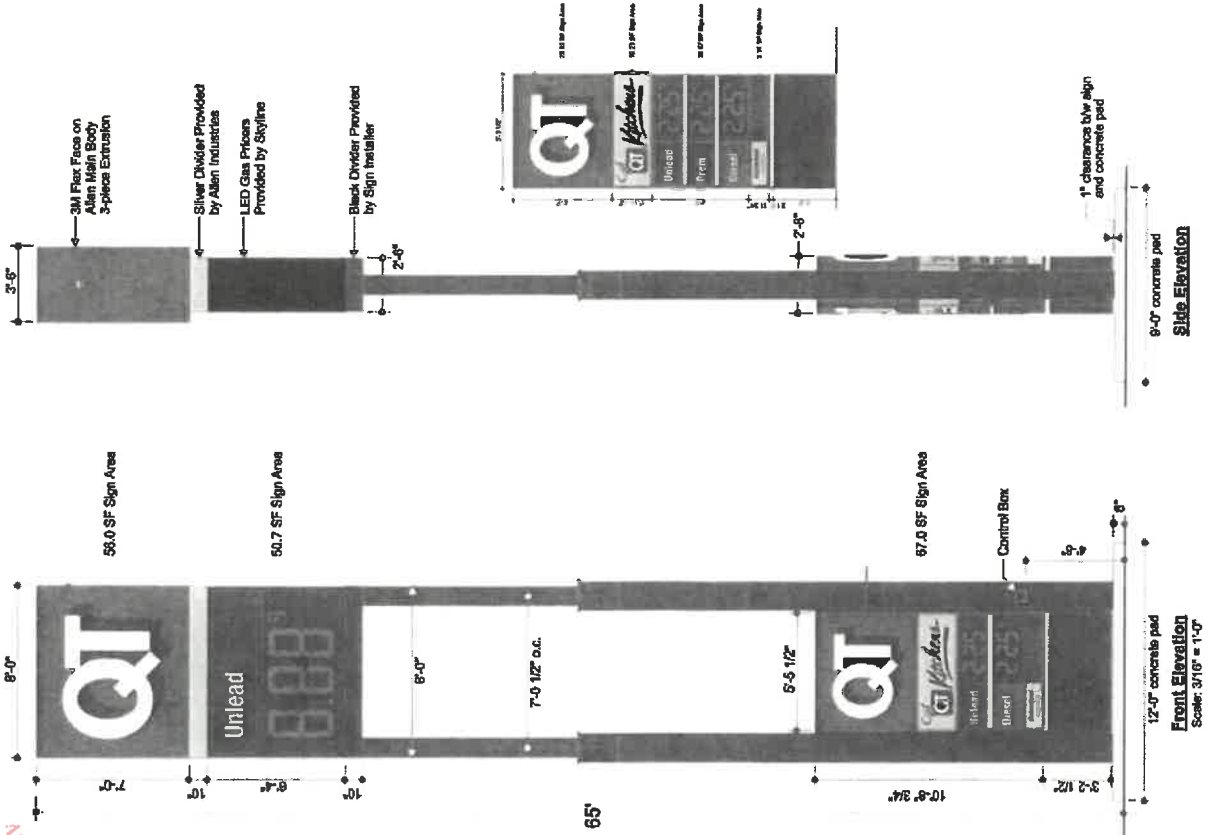
2/16/22
Date

Sign and License Division Manager

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION



7248-HR8-ELP-ME2PGQ-CC-CS

CC High Rise Sign

- QT Logo
- Silver Fabricated Aluminum Divider
- QT Fixtures
- Guaranteed Catecline
- Three 2' Product LED Gas Price Sign
- 173.7 Square Feet Sign Area

Notes:

- 1.) Engineering provided by QT.
- 2.) Steel supports provided by QT.

Approved 02.15.22

[Signature]



7248-HR8-ELP-ME2PGQ-CC-CS

Project Information

Client: Calk Trip
County:

Date / Description	Design	Project Manager
12/20/19	CT	Jarvis Conroy
01/15/20		
03/14/20		
02/27/20		

Notes

Store #

7248

Declaration

Copyright © 2019 Alien Industries, Inc.
This is a vinyl unbacklit design created by Alien Industries, Inc. The design is submitted in full to the state of Alabama for review and approval. The design is submitted for review and approval in full to the state of Alabama for review and approval. The design is submitted for review and approval in full to the state of Alabama for review and approval. The design is submitted for review and approval in full to the state of Alabama for review and approval.

Alien Industries
YOUR BRAND AT ITS BEST™
1-800-967-2553
www.alienindustries.com

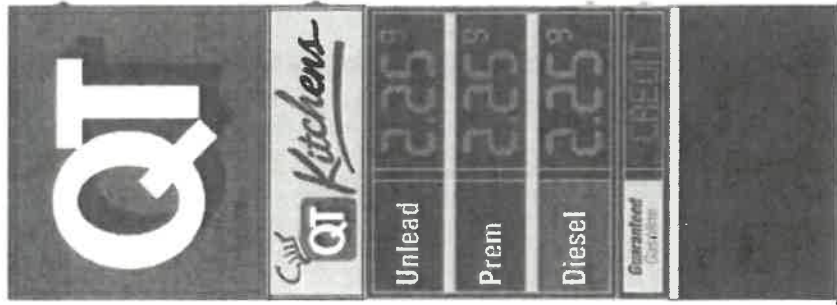


Lower sign SF Breakdown

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION



25.93 SF Sign Area

10.23 SF Sign Area

25.47 SF Sign Area

5.34 SF Sign Area

Same SF if 2 product or 3 product is required



RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION

SURVEY LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the aforesaid Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.86 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 89 degrees 10 minutes 04 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point marking the new Right of Way of Interstate Highway 55, said point being Station 425+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 51-0035-2(85) Hinds & Madison County, dated November 07, 1961, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 123.27 feet to a found 1/2 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.65 feet to a found 1/2 inch rebar; thence run South 00 degrees 49 minutes 18 seconds West for a distance of 200.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point lying on the Northern Right of Way of Adkins Boulevard (R.O.W. Varies), said point lying on a curve to the left, said curve having a radius of 607.97 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 45 seconds West, and a chord distance of 92.45 feet; thence run along the arc of said curve and along said Adkins Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges PS-3130, said point being P.C. Station 41+84.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way; thence leaving said Adkins Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+60.89 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 49 minutes 59 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.

OFFICE OF THE CITY ATTORNEY
MAY 24 2022

ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (WARD 1)

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, pursuant to Section 102-40, 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, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

WHEREAS, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

IT IS, THEREFORE, ORDERED that Quik Trip is hereby denied a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, 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 No. 3
Agenda Date: May 24, 2022
(Hillman, Lumumba)

IT IS FURTHER 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.

Item # _____

Date: _____

By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/29/2022
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.																																													
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	6010 I-55 N (Ward 1)																																													
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>																																						
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>																																						



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director
JH Department of Planning & Development

DATE: March 29, 2022

RE: Sign Variance

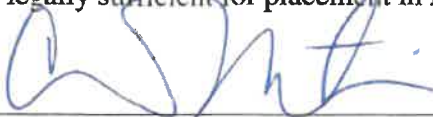
Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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 QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney *A.M.*

DATE

4/6/22

4/11/22
OFFICE OF THE CITY ATTORNEY
S.M.

P A I D
MAR 18 2022
450.00 CK 179
SIGNS & LICENSE
K. Easley

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

II. Purpose for requested Sign Variance: (Brief Description)

To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:

None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3

If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip

Mailing Address: 952 Old Peachtree Road NW

City: Lawrenceville State: GA Zip: 30043

Contact Phone: 770-325-6722 Fax: _____

Email: EBikas@QuikTrip.com

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Eric Bikas
Mailing Address: 952 Old Peachtree Road NW
City: Lawrenceville State: GA Zip: 30043
Contact Phone: 770-325-6722 Fax: _____
Email: EBikas@QuikTrip.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Hannah Investments LLC
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,
City: Santa Rosa Beach State: FL Zip: 32459 FL
Email: LBRADSMITH@ROYALNISSAN.COM 32459

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

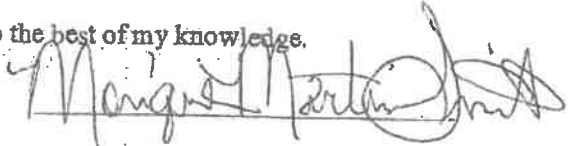
 Variance(s) \$450.00

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.

Hanack Investments LLC



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

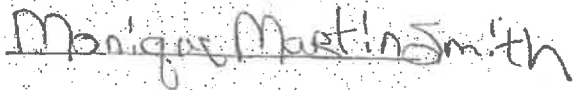
6010 I 55 N

Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF ~~MISSISSIPPI~~ FL
COUNTY OF ~~HINDS~~ Walton

Personally came and appeared before me, the within named:



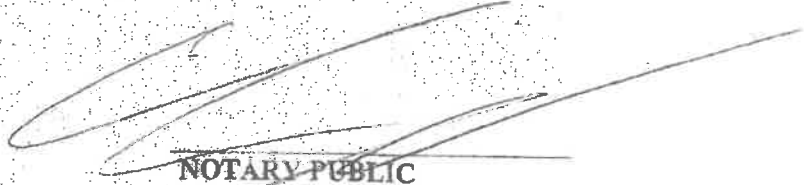
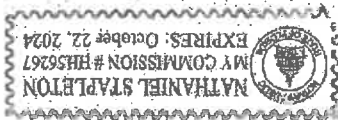
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21

Day of Feb., 2022

MY COMMISSION EXPIRES:

10/22/2024


NOTARY PUBLIC



QuikTrip.
CORPORATE OFFICE
4706 South 129th East Avenue
Tulsa, Oklahoma 74134-7008
P.O. Box 3475
Tulsa, Oklahoma 74101-3475
918-615-7700

City of Jackson Zoning Dept.
219 S. President St.
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

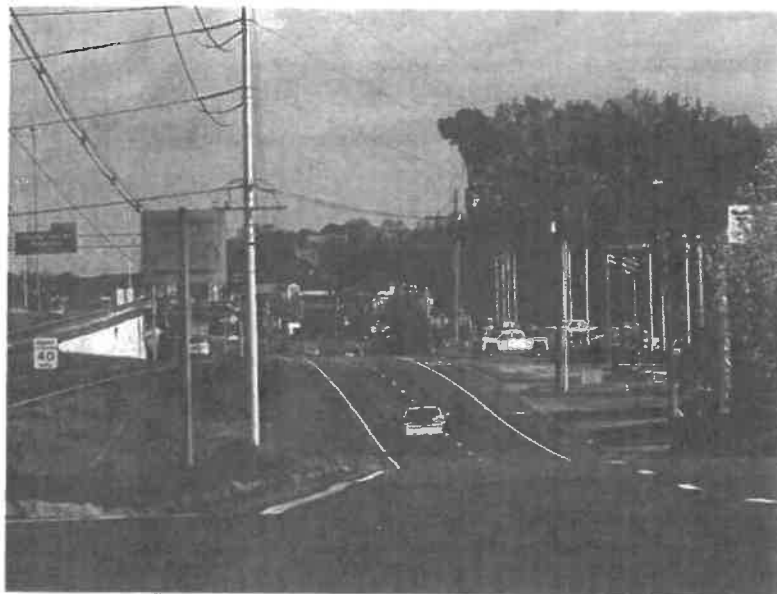
As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

- 1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.**

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.

Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side



Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip site is even more off-grade and obscured from the tall

trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

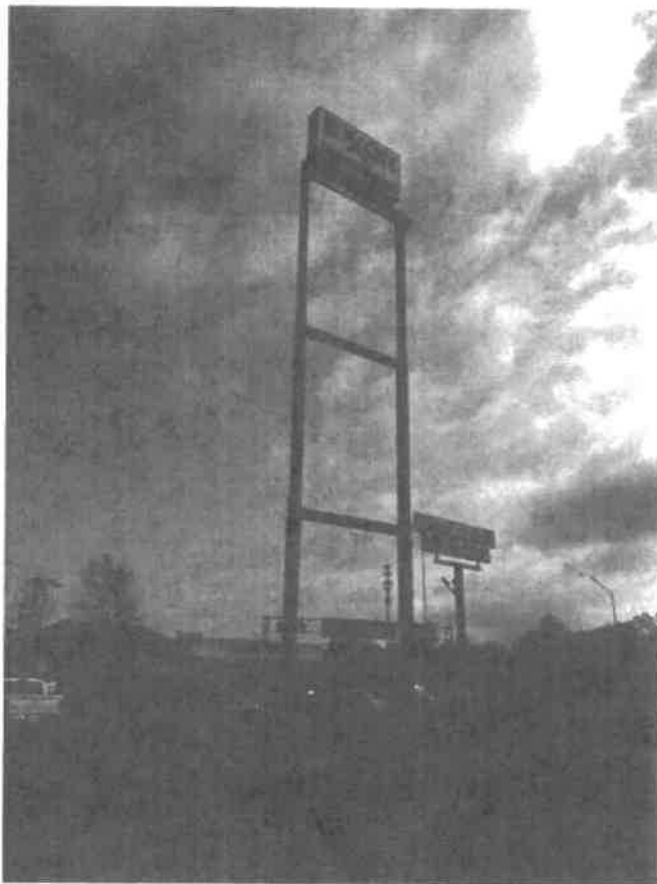
This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.

- 3. These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

- 4. Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



*Photograph of high-rise Exxon sign
at Northside Drive exit—just two exits from the planned QuikTrip*

This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



Dillon King on behalf of:
Eric Bikas | Real Estate Project Manager
952 Old Peachtree Rd. NW
Lawrenceville, GA 30043
ebikas@quiktrip.com
Office: (770) 325.6722
Mobile: (864) 982.0046

STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Wallin
Notary Public

My Commission Expires:
6-17-2025

THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

April 5, 2022

Quik Trip
Eric Bikas
952 Old Peachtree Road NW
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

The staff's recommendation, to the City Council, will be for denial 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



CITY OF JACKSON
ZONING DIVISION

Date 4-8-22
Zone C-3
Approved By JM
Note _____

RECEIVED

APR - 8 2022

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Bright Lite Signs</u>		Business Name <u>QuikTrip #7248</u>	
Address <u>1683 Double Springs Church</u>		Business Address <u>6010 I-55 Frontage Rd N,</u>	
City <u>Road Monroe GA 30656</u>		Jackson, MS 39211	
Phone <u>770-207-0888</u>		Owner's Name <u>Eric Bikas/ QuikTrip Corporation</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone <u>770-325-6722</u>	
City of Jackson Privilege License # _____		Privilege License # <u>TBD</u>	
GROUND-MOUNTED:	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>65'</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>65'</u>	Length _____	UL# <u>UL 48</u>	
Length <u>8'</u>	Square Footage _____	Sign Material Type: <u>Steel Post</u>	
Square Footage <u>173.7</u>	Wall Area _____	Aluminum Frame	
Wind Pressure <u>TBD by engineering</u>		Plastic Inserts	
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: <u>C-3</u>	
<u>QT, Kitchens, Unleaded, Diesel,</u>		Date Inspected: _____	
<u>Guaranteed Gasoline</u>		APPROVED <input type="checkbox"/>	
<u>Numbers for Gasoline price and Diesel</u>		DISAPPROVED <input type="checkbox"/>	
<u>price</u>			
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

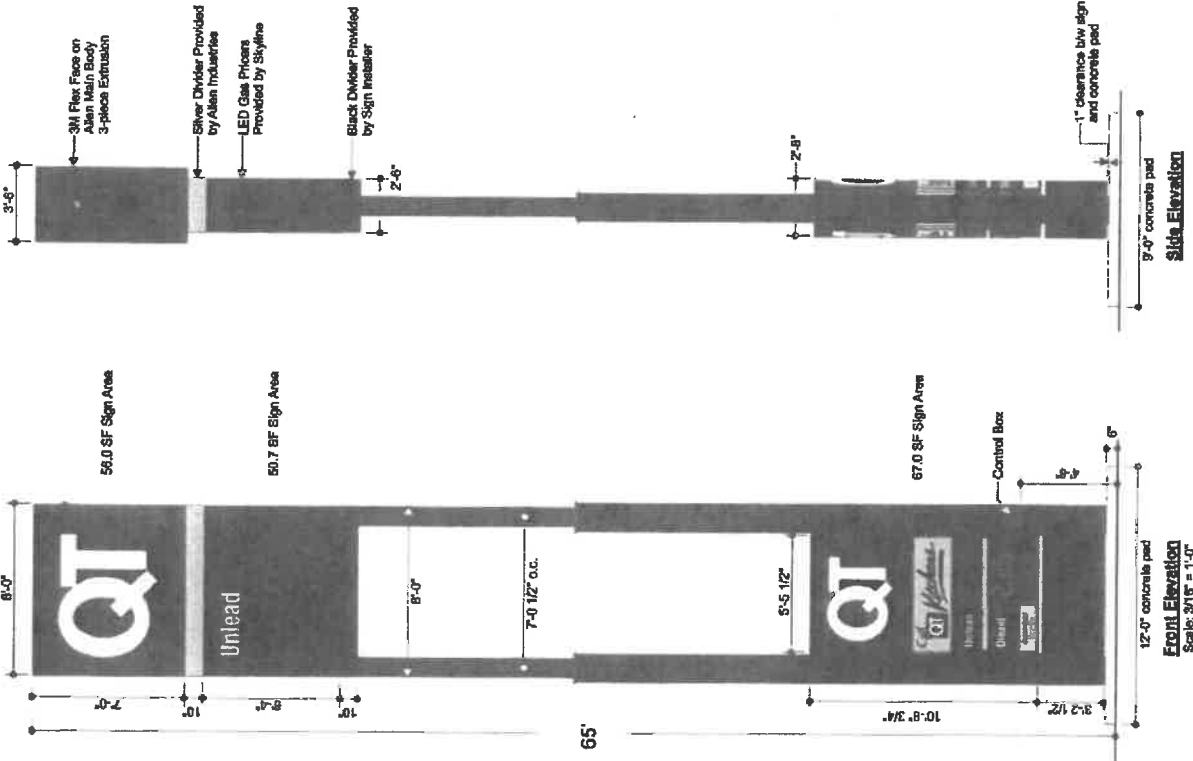
I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described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

2/16/22

Applicant's Signature

Date

Sign and License Division Manager



**7249-HR8-ELP-ME2PGQ-CC-CS
CC High Rise Sign**

- QT Logo
- Silver Fabricated Aluminum Divider
- QT Kitchens
- Gasoline
- Three 2' Product LED Gas Price Sign
- 17.37 Square Feet Sign Area

Notes:
 1.) Engineering provided by QT.
 2.) Steel supports provided by QT.



7249-HR8-ELP-ME2PGQ-CC-CS

Project Information
 Client: Chalk Trip
 Location:

Date / Description	Issue Date	Revision	Project Manager
12/20/19			James Conroy
01/15/20	Rev. 1		
02/14/20	Rev. 2		
02/27/20	Rev. 3		

Approved 02.15.22
J. Conroy

Color Specifications

All Paint Finishes to be Alcon Nobel

- Opaque Silver
- Translucent White
- Black - Low Gloss
- Matte White (Interior of Sign)
- Match 3M Cardinal Red #9332-33
- Match PMS 349C

Regarding Fabrication Fit & Finish of All QT Signs

- Visible fabrication seams and welded joints are to be sanded smooth, filled and finished to QT specifications.
- Any visible fasteners are to be countersunk and have painted heads.
- Face retainers must fit flush and have even, minimal seams.
- Any variation from this directive must be brought to the attention of the QT Quality Control Manager without delay.



7248

Packaging

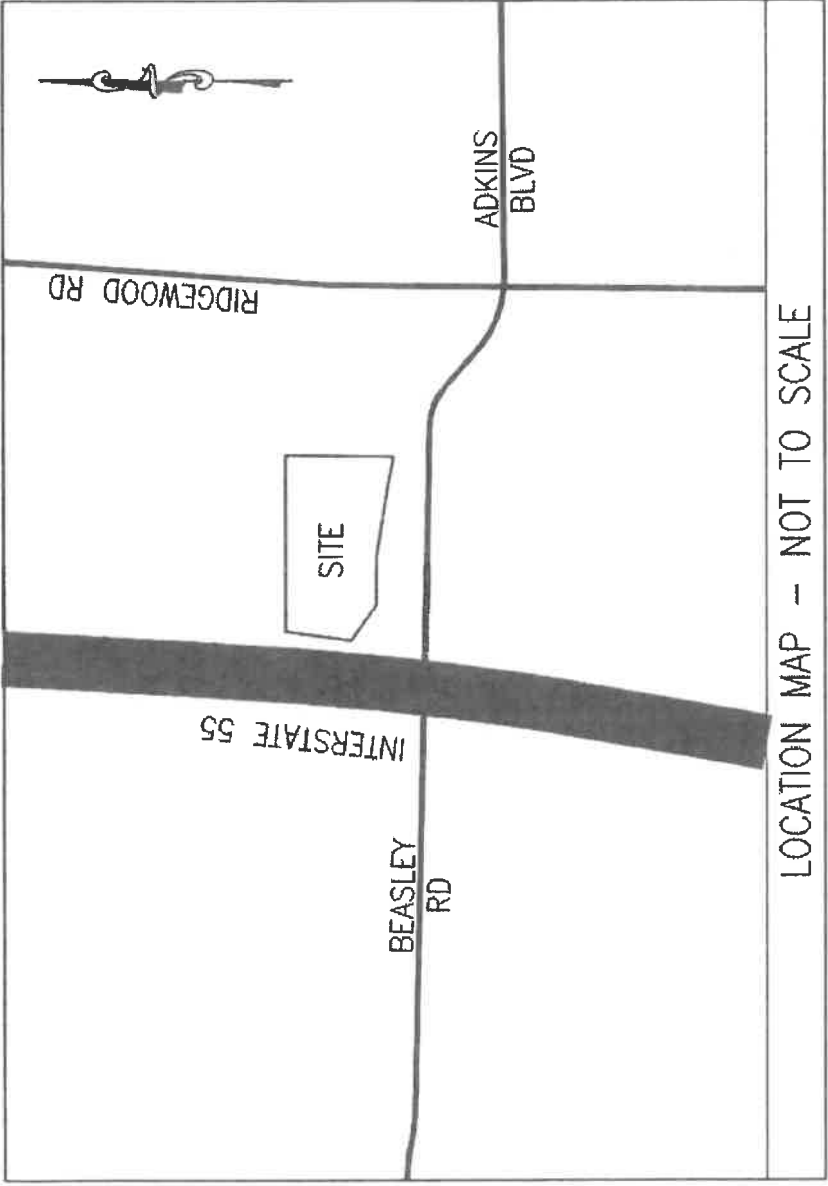
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SURVEY LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the aforesaid Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.96 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 89 degrees 10 minutes 01 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point marking the new Right of Way of Interstate Highway 55, said point being Station 423+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 51-0055-2(85) Hinds & Madison County, dated November 07, 1981, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 123.27 feet to a found 1/2 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.65 feet to a found 3/8 inch rebar; thence run South 00 degrees 49 minutes 18 seconds West for a distance of 200.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point lying on the Northern Right of Way of Adkins Boulevard (R.O.W. Varied), said point lying on a curve to the left, said curve having a radius of 607.97 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 46 seconds West, and a chord distance of 52.45 feet; thence run along the arc of said curve and along said Adkins Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges PS-3130, said point being P.C. Station 41+84.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way; thence leaving said Adkins Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+60.88 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 48 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.



BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on April 26, 2022, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of the Council; Constance White, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

* * * * *

The meeting was called to order by **President Virgi Lindsay**.

* * * * *

The invocation was offered by **Pastor Gregory L. Divinity Sr. of New Vineyard Church**.

* * * * *

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

* * * * *

President Lindsay requested that Agenda Item No. 33 and 34 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF HONORING AND CELEBRATING THE LIFE OF THE LATE REVEREND DR. EMMETT C. BURNS JR.

WHEREAS, Reverend Dr. Emmett C. Burns Jr. was born in Jackson, Mississippi, on August 26, 1940. Burns was an activist during the height of the civil rights movement. He eventually became the field director for the NAACP in Jackson, succeeding his friend and mentor, Medgar Evers, who was shot to death by a white supremacist in 1963; and

WHEREAS, He graduated in 1962 with a degree from Jackson State University. He continued his education at Virginia Union University, Presbyterian School of Christian Education, and the University of Pittsburgh, where he earned a doctorate. He served as a chaplain in U.S. Air Force Reserve from 1975 to 1978; and

WHEREAS, following a brief stint in the United States Air Force, Burns became a Baptist minister in Baltimore. He was founding pastor of the Rising Sun First Baptist Church in Woodlawn; and

WHEREAS, Rev. Burns' experiences in the Deep South would inform his work with the General Assembly where he would spend decades advocating for racial justice for the citizens of Maryland; and

WHEREAS, Rev. Burns was a conservative Democratic delegate who was one of the biggest proponents in the General Assembly for renaming Baltimore Washington International Airport to honor Supreme Court Justice and Maryland native Thurgood Marshall. The airport was renamed in 2005; and

WHEREAS, Rev. Burns, who represented communities such as Lochearn, Milford Mill and Randallstown, also sponsored legislation that led to a state study of the legacy and systemic impact of slavery on education, employment, homeownership, entrepreneurship and African American fiscal stability and generational wealth; and

WHEREAS, He retired in 2015, having served the community for more than 40 years; and

WHEREAS, Reverend Dr. Emmett C. Burns Jr. passed away at the age of 81 in Baltimore surrounded by his loving family.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, that we hereby support honoring the memory of Reverend Dr. Emmett C. Burns Jr., and salute his inspiring and selfless dedication and admirable service.

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

President Lindsay recognized **Baaron Banks**, who shared a few words about Reverend Dr. Emmett C. Burns Jr. and stated that this resolution would be sent to the family.

Thereafter **President Lindsay**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOGNIZING REPRESENTATIVE ALYCE G. CLARK AS AN
OUTSTANDING CITIZEN AND UNPARALLELED LEADER.**

WHEREAS, the City Council of Jackson, Mississippi celebrates persons who advance extraordinary expectations of achievement for family, friends and community; and

WHEREAS, *Representative Alyce G. Clarke*, born in Yazoo City, Mississippi, is a graduate of Alcorn State University where she majored in Home Economics; striving for additional education, she chose Tuskegee Institute, receiving an M.S. degree in Home Economics with emphasis in Nutrition; and

WHEREAS, *Representative Clarke's* professional service includes: education, employee for Head Start, Director of Nutrition, New York Life Insurance, consulting, and the Mississippi House of Representatives, House District 69, the first African American female to be serve: and

WHEREAS, she has served our community with deep commitment in diverse capacities: committee and board memberships related to drug policy, education, public health and welfare, ethics, juvenile justice, municipalities; task forces and committee appointments; presenter on teen and children concerns; *Representative Clarke* has authored legislations and assisted with enacting many into law, particularly the Mississippi Lottery Law; several legislations have been enacted into law to honor her; and

WHEREAS, *Representative Clarke's* citations, along with membership and civic affiliations are numerous: Cade Chapel Missionary Baptist Church, Alcorn State University Alumni Association, Alpha Kappa Alpha Sorority, Inc. and the list continues.

WHEREAS, we rise with her family, friends and members of the Mississippi Legislature in honor and salute to an exemplary citizen and Woman of the Year for the Reverend Dr. Martin King, Jr. Banquet, 2022.

THEREFORE, BE IT RESOLVED that Councilman Kenneth I. Stokes and his council colleagues do hereby highly celebrate *Representative Alyce Griffin Clarke*, an outstanding citizen and unparalleled leader.

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

President Lindsay recognized **Alyce G. Clark**, who accepted the resolution with appropriate remarks.

Thereafter **President Lindsay**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

* * * * *

The following individual(s) provided public comments during the meeting:

- **Ozalla Davis** who expressed concerns regarding Agenda Item No. 40.
- **Mr. Branson** who expressed concerns regarding Agenda Item No. 40.
- **Tameka Weston** who expressed concerns about bringing awareness to child protective broken system in Rankin County.

* * * * *

There came on for Introduction, Agenda Item No. 2:

ORDINANCE ACCEPTING WATERSTONE SUBDIVISION, PART FOUR AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION. President Lindsay stated that the said item would be placed on the next Regular Council agenda to be held on May 10, 2022.

* * * * *

There came on for Introduction, Agenda Item No. 3:

ORDINANCE AMENDING SECTION 118-401 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI GRANTING AUTHORITY OF JACKSON REDEVELOPMENT AUTHORITY. President Lindsay stated that the said item would be placed on the next Regular Council agenda to be held on May 10, 2022.

* * * * *

ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION.

WHEREAS, the Preliminary Plat for the subdivision of The Junction was approved by the Site Plan Review Committee on December 17 2020; and

WHEREAS, the owners of The Junction shopping center between Target and Home Depot desire to divide the property into lots and common areas; and

WHEREAS, the Public Works Department recommends accepting The Junction subdivision as a subdivision in the City of Jackson.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:

SECTION 1. The Junction subdivision is hereby accepted.

SECTION 2. The Mayor is authorized to sign the final plat of The Junction subdivision.

SECTION 3. This Ordinance shall be effective thirty (30) days following its passage and upon its publication.

Vice President Lee moved adoption; **Council Member Banks** seconded.

President Lindsay recognized **Robert Lee, Department of Public Works**, who provided a brief overview of said item.

After a thorough discussion, **President Lindsay**, recognized **Vice President Lee** and **Council Member Banks** who withdrew their motion and second. Said item was tabled until the next Regular Council Meeting on May 10, 2022.

* * * * *

ORDER APPROVING CLAIMS NUMBER 27114 to 27189 APPEARING AT PAGES 38 TO 75 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,692,032.55 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27114 to 27189 appearing at pages 38 to 75, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,692,032.55 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,376,283.96
SEIZURE & FORF PROP-STATE	27,721.00
TECHNOLOGY FUND	49,757.62
PARKS & RECR. FUND	63,718.85
LANDFILL SANITATION FUND	152,717.90
FIRE PROTECTION	19,580.56
STATE TORT CLAIMS FUND	8,660.35
WATER/SEWER REVENUE FUND	260.85
WATER/SEWER OP & MAINT FUND	507,694.32
EMPLOYEES GROUP INSURANCE FUND	4,628.00
KELLOGG FOUNDATION PROJECT	602.58
NARCOTICS EVIDENCE ESCROW	2,826.60
EARLY CHILDHOOD (DAYCARE)	4,766.51
HOUSING COMM DEV ACT (CDBG) FD	26,594.88
EMERGENCY SHELTER GRANT (ESG)	11,873.06
UNEMPLOYMENT COMPENSATION REVO	8,380.00
H O P W A GRANT – DEPT OF HUD	152,504.20
TITLE III AGING PROGRAMS	28,510.00
INFRASTRUCTURE BOND 2020 \$32M	13,223.21
1% INFRASTRUCTURE TAX	434,436.46
MADISON SEWAGE DISP OP & MAINT	19.07
TRANSPORTATION FUND	244,086.78
JXN CONVENTION & VISITORS BUR	295,639.76
RESURFACING – REPAIR & REPL. FD	8,217.90
P E G ACCESS – PROGRAMMING FUND	7,461.54
MHC BLIGHT ELIMINATION PROGRAM	35,097.27
ESG COVID CARES ACT	22,563.44
CDBG COVID CARES	5,413.72
ZOOLOGICAL PARK	10,293.05

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 26, 2022 10:00 A.M.**

AMERICAN RESUCE PLAN ACT 2021	135,915.43
TOTAL	\$3,692,032.55

Vice President Lee moved adoption; **President Lindsay** seconded.

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment on claims to remove Converge One, Inc. in the amount of \$32,583.68.

President Lindsay recognized **Sondra Moncure, Deputy City Attorney**, who provided a brief overview of the item removed from claims.

President Lindsay moved; seconded by **Vice President Lee**, to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
- Nays – None.
- Absent – None.

Thereafter, **President Lindsay**, called for a vote of said item:

- Yeas –Foote, Grizzell, Lee, Lindsay and Stokes.
- Nays – None.
- Abstentions – Banks and Hartley.
- Absent – None.

* * * * *

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 27114 TO 27189 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 27114 to 27189 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$104,635.54 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,082,383.17
PARKS & RECR FUND		86,526.24
LANDFILL FUND		16,461.16
SENIOR AIDES		3,264.19
WATER/SEWER OPER & MAINT		223,247.80
PAYROLL	104,635.54	
EARLY CHILDHOOD		18,645.58
HOUSING COMM DEV		9,682.45
TITLE III AGING PROGRAMS		5,561.85
TRANSPORTATION FUND		13,110.27
PEG ACCESS-PROGRAMMING FUND		6,014.37
2020 SAKI GRAND DOJ		7,350.76

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 26, 2022 10:00 A.M.**

ZOOLOGICAL PARK	25,359.10
AMERICAN RESCUE PLAN ACT 2021	57,968.65
TOTAL	\$2,555,575.59

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

**ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF KEVIN B. BASS,
ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON,
MISSISSIPPI.**

WHEREAS, the Mayor has appointed Kevin B. Bass, as Municipal Court Judge for the City of Jackson to be effective April 26, 2022; and

WHEREAS, this appointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

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

IT IS, THEREFORE, ORDERED by the City Council of Jackson, Mississippi, that Kevin B. Bass is appointed as Municipal Court Judge for the City of Jackson, Mississippi.

Vice President Lee moved adoption; **Council Member Banks** seconded.

President Lindsay recognized **Kevin Bass**, who gave his personal statement and answered questions posed to him by Council Members.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

**ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF LILLI EVANS
BASS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON,
MISSISSIPPI.**

WHEREAS, the Mayor has appointed Lilli Evans Bass, as Municipal Court Judge for the City of Jackson to be effective April 26, 2022; and

WHEREAS, this appointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

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

IT IS, THEREFORE, ORDERED by the City Council of Jackson, Mississippi, that Lilli Evans Bass is appointed as Municipal Court Judge for the City of Jackson, Mississippi.

Council Member Stokes moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **Lilli Evans Bass**, who gave her personal statement and answered questions posed to her by Council Members.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

ORDER CONFIRMING THE MAYOR’S NOMINATION OF PEYTON SMITH TO THE JACKSON-HINDS LIBRARY BOARD.

WHEREAS, the Library Board consists of seven (7) members, for a term of five (5) years;
and

WHEREAS, Sue Berry’s term expired on February 7, 2022; thereby leaving a vacancy;
and

WHEREAS, Peyton Smith, resident of Ward 7, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor’s appointment of Peyton Smith to the Jackson-Hinds Library Board be confirmed with said term to expire February 7, 2027.

Council Member Stokes moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **Peyton Smith**, who gave her personal statement and answered questions posed to her by Council Members.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION DOLLARS (\$9,000,000.00) TO RAISE MONEY FOR THE PURPOSE OF ERECTING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH ERECTING SAID MUNICIPAL BUILDINGS INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to erecting municipal buildings and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same and for other authorized purposes in connection with erecting said municipal buildings including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities, and purchasing land therefor and for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing (all together the "**Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the Act and other applicable laws of the State of Mississippi (the "**State**"), to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project, and/or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the Governing Body declared its initial intent on behalf of the Project pursuant to a prior intent resolution (the "**Prior Intent Resolution**") adopted on August 3, 2021 and amends and restates the Prior Intent Resolution by and through this amended and restated intent resolution (the "**Amended and Restated Intent Resolution**"). Pursuant to this Amended and Restated Intent Resolution, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City, in one or more series, pursuant to the City Bond Act in a total aggregate principal amount of not to exceed Nine Million Dollars (\$9,000,000.00) (the "**Bonds**"), (b) a general obligation bond of the City to be sold to the Bank, in one or more series, in a total aggregate principal amount of not to exceed Nine Million Dollars (\$9,000,000.00) (the "**City Bond**"), and/or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Dollars (\$9,000,000.00) (the "**Loan**"); and

WHEREAS, as of April 1, 2022, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was \$1,284,982,350.00, and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of \$105,410,000.00, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$105,410,000.00; and

WHEREAS, the Bonds, the City Bond and/or the Loan, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds or the City Bond or entering into the Loan, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since April 1, 2022; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond and/or by entering into the Loan; all in accordance with the City Bond Act and/or the Bank Act; and

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds, the City Bond or the Loan in anticipation of the issuance of the Bonds, the City Bond or the Loan is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**") and is effective as of the date of the adoption of the Prior Intent Resolution. The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth; and

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act employ Butler Snow LLP to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein.

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds, and/or the City Bond to the Bank, in one or more series, in the total principal amount not to exceed Nine Million Dollars (\$9,000,000.00), and/or (b) enter into the Loan with the Bank to borrow money from the Bank, all in total principal amount not to exceed Nine Million Dollars (\$9,000,000.00).

SECTION 2. The Bonds and/or the City Bond will be issued and/or the Loan will be entered into to raise money for the purpose of financing the Project, as authorized by the City Bond Act and the Bank Act.

SECTION 3. The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 219 S. President, Jackson, Mississippi 39201, at the hour of 10:00 o'clock a.m. on June 7, 2022, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk of the City (the "**City Clerk**") against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before 10:00 o'clock a.m. on June 7, 2022, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after June 7, 2022.

SECTION 5. In full compliance with the City Bond Act, the City Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion-Ledger*, both newspapers published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the

date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and the required notice and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. Through its Prior Intent Resolution, the City declared on August 3, 2021 its initial intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of the adoption of the Prior Intent Resolution on August 3, 2021. This declaration of intent to reimburse expenditures made prior to the issuance of the Bonds, the City Bond and/or the Loan in anticipation of the issuance of the Bonds, the City Bond and/or the Loan is made pursuant to the Reimbursement Regulations and is effective as of the date of the Prior Intent Resolution. The Project for which such expenditures are made is the same as described herein. The Bonds, the City Bond or the Loan will not exceed the aggregate principal amount of Nine Million Dollars (\$9,000,000.00).

SECTION 8. Butler Snow LLP is hereby engaged to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein.

SECTION 9. If anyone or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

President Lindsay moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **David Lewis, Deputy Director of Human Cultural Services**, who provided a brief overview.

After a thorough discussion, **President Lindsay** called for a vote on said item:

- Yeas – Grizzell, Lee and Lindsay.
- Nays – Banks, Foote and Hartley.
- Absent – Stokes.

Note: Said item failed for a lack of a majority vote.

* * * * *

Note: **Council Member Stokes** left the meeting.

* * * * *

ORDER REVISING THE FISCAL YEAR 2021 BUDGET.

WHEREAS, The City of Jackson is in the midst of celebrating its 200th year and the Department of Human and Cultural Services – Cultural Services Division is leading celebration efforts; and

WHEREAS, the Bicentennial “Homecoming” Celebration is a 13-month long celebration that kicked off with Capital City Lights in December 2021 and will continue throughout the year focused on the citizens of Jackson telling their stories and honoring their dignity and contributions to our collective community; and

WHEREAS, Visit Jackson has partnered with the City and committed significant support through advertising, promotions and funding; and

WHEREAS, the Fiscal Year 2021 budget of the Department of Human & Cultural Services needs revisions for Phase 1 expenses of the initiative which include support staff,

materials for community outreach, marketing and visibility tactics, and a grants pool for community-based programming related to the City’s history, present and future; and

WHEREAS, the following funds will be revised: Account Number 005-50110-6449, 001-43300-6419, 005-50110-6753, and 001-5914.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021 budget be revised in the amount of \$100,000.00 as follows:

TO/FROM AMOUNT	FUNDS/ACCOUNT NUMBER	
From:	005-50110-6449	\$100,000.00
To:	005-50110-6753	\$100,000.00
From:	005-50110-6753	\$100,000.00
To:	001-5914	\$100,000.00
From:	001-5914	\$100,000.00
To:	001-43300-6419	\$100,000.00

President Lindsay moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **David Lewis, Deputy Director of Human Cultural Services**, who provided a brief overview.

After a thorough discussion, **President Lindsay** called for a vote on said item:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
- Nays – None.
- Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE IMPLEMENTATION OF POLICIES & PROCEDURES FOR ACCEPTING ARTWORK & ARTIFACT DONATIONS INTO THE CITY’S PUBLIC ART COLLECTION.

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”) recognizes the importance and value of the arts, their accessibility to the public, and their impact on the quality of life for its citizens and visitors; and

WHEREAS, the Department of Human & Cultural Services seeks to establish methods for the management, care, maintenance, and proper documentation of artwork and artifacts donated to the City’s public art collection as its continued management and care benefits the public; and

WHEREAS, the City does not have a current policy for receiving or accepting artwork and artifact donations from donors, artists, and artisans locally and nationally; and

WHEREAS, the Department of Human & Cultural Services shall implement necessary policies, protocols, and procedures for the management, care, maintenance, and proper documentation of artwork, artifacts, and public art in its care through use of an Art & Artifact Donation Policy; and

WHEREAS, the Department of Human & Cultural Services seeks to implement a procedure for accepting artwork and artifact donations through the use of an Art & Artifact Donation Application and Agreement to be utilized for the consideration and acceptance of all artworks and artifacts into the City’s public art collection.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the implementation and use of necessary policies and procedures for the acceptance of all artworks

and artifacts into the City’s public art collection as outlined in the Department of Human & Cultural Services Art & Artifact Donation Policy, Art & Artifact Donation Application, and Art & Artifact Donation Agreement.

President Lindsay moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **David Lewis, Deputy Director of Human Cultural Services**, who provided a brief overview.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

* * * * *

**ORDER RATIFYING THE CONTRACTS FOR PERFORMANCES AND EVENTS
AT THALIA MARA HALL.**

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”) and Thalia Mara Hall are committed to bringing and attracting a diverse offering of live entertainment; and

WHEREAS, the City Council has authorized the Mayor to sign contracts prior to Council approval in order to protect the process of contracts with promoters and complete them in a timely manner; and

WHEREAS, the attached contracts have been executed by the Mayor, and the contracts are used in a standard format for all events; and

WHEREAS, the deposits have been paid for the event by the promoter, and need City Council ratification; and

WHEREAS, the following contracts are for:

<u>Event</u>	<u>Entity</u>	<u>Event Date</u>
2021 – 2022 Season	Mississippi Symphony	2021 – 2022
Ron White	Ardenland	January 15, 2022
Heather McMahan	Outback Presents	May 14, 2022
Graduations	Belhaven College	December 11, 2021
Shen Yun	Southern USA Falun Dafa	February 8, 2022
A Christmas Carol	Ballet Magnificat	December 2021
Match Day Ceremony	UMMC	March 18, 2022
REO Speedwagon	Ardenland	March 19, 2022
Lyle Lovett	Ardenland	March 21, 2022

IT IS HEREBY ORDERED that the above referenced contracts and the Mayor’s execution of the same are ratified by the City Council for the following: Mississippi Symphony, Ardenland, Outback Presents, Belhaven College, Southern USA Falun Dafa, Ballet Magnificat, UMMC.

Vice President Lee moved adoption; **Council Member Grizzell** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ACCEPT TWO CHILD CARE STRONG STABILIZATION GRANTS THROUGH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES (MDHS) DIVISION OF EARLY CHILDHOOD CARE DEPARTMENT (JONES CENTER & WESTSIDE CENTER).

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Division found that the Jones and Westside Early Childhood Development Centers need to increase employee recruitment and retention and make repairs and improvements at the child care facilities; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Division are committed to the continued success of Jones and Westside Early Childhood Development Centers; and

WHEREAS, the Child Care Strong Stabilization grants, administered by the MDHS' Division of Early Childhood Care Department, are offered to child care providers as a part of the American Rescue Plan and are designed to help with operating expenses to cover six (6) months; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Development Centers received notification on January 13, 2022, that it was selected to receive Child Care Strong funding in the amount of \$520,653.53 for Westside Early Childhood Development Center from the MDHS; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Development Centers received notification on December 17, 2021, that it was selected to receive Child Care Strong funding in the amount of \$520,653.53 for Jones Early Childhood Development Center from the MDHS; and

WHEREAS, the Child Care Strong funding must be obligated by September 30, 2022; and

WHEREAS, the Child Care Strong funding will assist the Department of Human and Cultural Services and the Early Childhood Division in hiring employees and facilitating repairs and improvements at the Jones and Westside Early Childhood Development Center; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the Child Care Strong funding from MDHS.

IT IS HEREBY ORDERED that the Mayor shall be authorized to accept two grants of \$520,653.53 per center (totaling \$1,041,307.06) from the MDHS to increase employee recruitment and retention and make repairs and improvements at the child care facilities.

IT IS HEREBY ORDERED that the Mayor or his designee shall be authorized to complete and submit the MDHS documents required to receive the Child Care Strong funding.

IT IS HEREBY ORDERED that the Mayor or his designee shall be authorized to perform acts necessary to receive and fulfill the grant requirements, which are consistent with this Order.

Council Member Hartley moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **Adriene Dorsey Kidd, Director of Human Cultural Services**, who provided a brief overview.

President Lindsay recognized **Vice President Lee** who moved, seconded by **Council Member Hartley**, who recommended an amendment in the 4th and 5th whereas, to change \$520,653.53 to \$520,653.53. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ACCEPT TWO CHILD CARE STRONG STABILIZATION GRANTS THROUGH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES (MDHS) DIVISION OF EARLY CHILDHOOD CARE DEPARTMENT (JONES CENTER & WESTSIDE CENTER).

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Division found that the Jones and Westside Early Childhood Development Centers need to increase employee recruitment and retention and make repairs and improvements at the child care facilities; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Division are committed to the continued success of Jones and Westside Early Childhood Development Centers; and

WHEREAS, the Child Care Strong Stabilization grants, administered by the MDHS' Division of Early Childhood Care Department, are offered to child care providers as a part of the American Rescue Plan and are designed to help with operating expenses to cover six (6) months; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Development Centers received notification on January 13, 2022, that it was selected to receive Child Care Strong funding in the amount of \$520,653.53 for Westside Early Childhood Development Center from the MDHS; and

WHEREAS, the Department of Human and Cultural Services and the Early Childhood Development Centers received notification on December 17, 2021, that it was selected to receive Child Care Strong funding in the amount of \$520,653.53 for Jones Early Childhood Development Center from the MDHS; and

WHEREAS, the Child Care Strong funding must be obligated by September 30, 2022; and

WHEREAS, the Child Care Strong funding will assist the Department of Human and Cultural Services and the Early Childhood Division in hiring employees and facilitating repairs and improvements at the Jones and Westside Early Childhood Development Center; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the Child Care Strong funding from MDHS.

IT IS HEREBY ORDERED that the Mayor shall be authorized to accept two grants of \$520,653.53 per center (totaling \$1,041,307.06) from the MDHS to increase employee recruitment and retention and make repairs and improvements at the child care facilities.

IT IS HEREBY ORDERED that the Mayor or his designee shall be authorized to complete and submit the MDHS documents required to receive the Child Care Strong funding.

IT IS HEREBY ORDERED that the Mayor or his designee shall be authorized or perform acts necessary to receive and fulfill the grant requirements, which are consistent with this Order.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – Stokes.

Note: Council Member Stokes returned to the meeting.

* * * * *

ORDER AUTHORIZING THE MAYOR TO ACCEPT THE STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) MICRO-GRANT AND EXECUTE A CONTRACTUAL AGREEMENT WITH MS. BELINDA THORNTON, MSW TO PROVIDE EARLY CHILDHOOD INSTRUCTOR COACHING SERVICES.

WHEREAS, the National League Cities (NLC), through its Institute for Youth, Education, and Families, has awarded the City of Jackson, Mississippi (“City”) funds in the amount of \$2,500.00 to support the City’s implementation of SSCI’s vision and plan to improve the outcome for children and families; and

WHEREAS, in addition to funding, this grant includes responsive technical assistance, access to NLC expertise, and peer learning opportunities; and

WHEREAS, by accepting the SSCI Micro-Grant, the City agrees to continue to pursue the implementation of strategies focused on improving outcomes for children and families, keep SSCI project staff apprised of the planning progress, share progress implementing the SSCI Micro-Grant, and leverage other NLC and SSCI resources; and

WHEREAS, grant funds will be spent in accordance with the project budget submitted by the Department of Human and Cultural Services for the Early Childhood Development program; and

WHEREAS, it is in the best interest of the City to hire an independent consultant to coach, mentor, and model best practices for the program; and

WHEREAS, Ms. Belinda Thornton, MSW is capable and qualified to conduct early childhood development instructor coaching services and prepare reports required by the NLC; and

WHEREAS, the City of Jackson will compensate Ms. Belinda Thornton, MSW for her services as an independent consultant in an amount not to exceed \$2,500.00 during the grant period of April 1, 2022, through December 2, 2022; 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 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.

IT IS HEREBY ORDERED that the Mayor be authorized to accept the SSCI Micro-Grant in the amount of \$2,500.00 for the grant period of April 1, 2022, through December 2, 2022, by executing the SSCI Micro-Grant Agreement.

IT IS FUTHER ORDERED that the Mayor be authorized to enter into a contractual agreement with Ms. Belinda Thornton, MSW for consultant services in an amount not to exceed \$2,500.00 during the grant period of April 1, 2022, through December 2, 2022, and upon monthly submission of invoices to the City of Jackson provide payment for the provision of instructor coaching services and preparation of any required NLC reports.

Vice President Lee moved adoption; **Council Member Banks** seconded.

President Lindsay recognized Adriene Dorsey Kidd, Director of Human Cultural Services, who provided a brief overview.

Thereafter, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER ACCEPTING THE PROPOSAL OF FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE DURATION OF THE CURRENT PLAN YEAR COMMENCING MAY 1, 2022 AND ENDING DECEMBER 31, 2022 PLAN YEAR AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

WHEREAS, the Department of Personnel Management received quotes from two providers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the remainder of the 2022 Plan Year; and

WHEREAS, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees; and

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, Fisher Brown Bottrell, on behalf of UnityRe, submitted a proposal with (3) options based on single enrollment of 1045 and family enrollment of 625 as follows:

- Option 1:** Contract Basis 8/11
- Individual Specific Deductible \$ 300,000.00
- Specific Maximum Per Contract Period Unlimited
- Single Premium \$29.54
- Family Premium \$68.03
- Annual Premium \$587,104

- Option 2:** Contract Basis 08/11
- Individual Specific Deductible \$325,000
- Specific Maximum Per Contract Period Unlimited
- Single Premium \$27.37
- Family Premium \$62.08
- Annual Premium \$539,213

Option 3: Contract Basis 08/11
Individual Specific Deductible \$350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$25.48
Family Premium \$56.80
Annual Premium \$497,013.00

WHEREAS, Fisher Brown Bottrell, on behalf of Reunion, submitted a proposal with (3) options based on single enrollment of 1045 and family enrollment of 625 as follows:

Option 1: Contract Basis 08/11
Individual Specific Deductible \$ 300,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$37.58
Family Premium \$93.95
Annual Premium \$783,919.00

Option 2: Contract Basis 8/11
Individual Specific Deductible \$350,000.00
Specific Maximum per Contract Period Unlimited
Single Premium \$31.68
Family Premium \$79.20
Annual Premium \$660,845.00

Option 3: Contract Basis 8/11
Individual Specific Deductible \$400,000.00
Specific Maximum per Contract Period Unlimited
Single Premium \$26.53
Family Premium \$66.33
Annual Premium \$553,441.00

WHEREAS, Fisher Brown Bottrell Insurance, Inc., is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for UnityRe; and

WHEREAS, the Department of Personnel Management received a recommendation from its Chief Financial Officer that Option 3 of the proposal of *UnityRe* be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the third option 1 of UnityRe, submitted by *Fisher Brown Bottrell*; and

IT IS, THEREFORE, ORDERED that Option #3 contained with the proposal of Fisher Brown Bottrell Insurance, "specific excess risk" insurance on the basis of single and family coverage for active and retired city employees participating in the City's self-funded health insurance plan through May 1, 2022- December 31, 2022 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$25.48 for single coverage participants and \$56.80 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the remainder of the 2022 plan year shall not exceed \$497,013.00.

IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance.

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

President Lindsay recognized **Rodderick Oliver, Department of Human Resources**, and **Catoria Martin, City Attorney**, who provided a brief overview.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Grizzell, Hartley and Lindsay.
Nays – Foote and Stokes.
Abstention – Lee.
Absent – None.

* * * * *

ORDER REVISING FISCAL YEAR 2021-2022 BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the Department of Municipal Clerk needs a budget revision to reallocate funds to secure professional digital conversion services, temporary staffing services and ordering of election supplies; and

WHEREAS, the Municipal Clerk Department is moving forward with digitalizing City records, and therefore, additional staffing will be needed on a temporarily; and

WHEREAS, the Municipal Clerk Department needs additional supplies for all future municipal elections.

IT IS, THEREFORE ORDERED that the Fiscal Year 2021-2022 budget be revised as follows:

From:	Amount
001-428.00-6111 (Personal Service)	(\$30,000.00)
001-428-20-6112 (Personal Service)	(\$21,420.00)
To:	
001-428.00-6419 (Other Professional Services)	\$30,000.00
001-428-20-6218 (Supplies & Materials)	\$21,420.00
Total	\$51,420.00

Vice President Lee moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

* * * * *

Note: **Council Member Hartley** left the meeting.

* * * * *

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
CREATING THE GREATER BELHAVEN COMMUNITY IMPROVEMENT
ASSESSMENT DISTRICT.**

WHEREAS, pursuant to Section 21-33-553(4), “[w]hen the result of the elections shall have been canvased and certified by the municipality, the governing authorities of the municipality shall adopt a resolution creating the special local improvement assessment district if at least sixty percent (60%) of the qualified electors in the proposed special local improvement assessment district who vote in the election vote in favor of creating the district. The resolution shall contain a description of the boundaries of the district and shall specify the millage rate to be levied upon the taxable real property in the district for the municipality’s fiscal year; and

WHEREAS, pursuant to Section 21-33-553 (1) and (2) of the Mississippi Code Annotated of 1972, as amended, a petition signed by the owners of at least sixty (60%) of the taxable real properties for the Greater Belhaven Community and a strategic plan was filed with the City Clerk on December 16, 2021; and

WHEREAS, on February 1, 2022, the City Council authorized a resolution setting an election to authorize the creation of a special local improvement assessment district for Belhaven and Belhaven Height to be held on April 5, 2022; and

WHEREAS, as a result of said election, the Greater Belhaven Improvement Assessment District was created with over seventy-five percent (75%) of the eligible participating property owners voting in favor of the district for an additional six (60 mils to be assessed to their property value; and

WHEREAS, the Greater Belhaven Improvement Assessment District are outlined in **Exhibit A** and include Woodrow Wilson on the north, High Street on the south, North State Street on the west, and the Interstate 55 corridor (including the Museum Trail) on the east and southeast. It also includes properties in the Belhaven Historic District located to the west of State Street, and properties in the Fortification East area to the east of Interstate 55.

IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the creation of the Greater Belhaven Improvement Assessment District is established effective April 26, 2022.

EXHIBIT A



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

President Lindsay recognized **Angela Harris, Municipal Clerk**, who provided a brief overview.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Lee and Lindsay.

Nays – None.
Abstention – Stokes.
Absent – Hartley.

Note: **Council Member Hartley** returned to the meeting.

ORDER RATIFYING THE MAYOR'S SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY FOR AN OCCUPANT PROTECTION GRANT IN THE AMOUNT OF \$408,495.00 AND FURTHER AUTHORIZING ACCEPTANCE OF ANY FUNDS AWARDED FOR THE YEAR 2023.

WHEREAS, the Mississippi Office Highway Safety has funding in a program known as the Occupant Protection Grant; and

WHEREAS, the deadline for submitting the application for the fiscal year of 2023 was March 14, 2022; and

WHEREAS, the Jackson Police Department had not planned to submit an application but received a telephone call from Amesha Wilkerson requesting and encouraging that an application be submitted after the deadline; and

WHEREAS, an application was prepared and executed by the Mayor on March 21, 2022 and submitted to the Mississippi Office Highway Safety for funding; and

WHEREAS, the purpose of the Occupant Protection program is to reduce the number unbelted fatalities and injuries among adults and children; and

WHEREAS, the City of Jackson has previously received funds from the program and is considered to be a continuation grant agency; and

WHEREAS, applications received from continuation grant are reviewed for completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment, and other existing program; and

WHEREAS, grants are funded based upon review of past performance of meeting targets and performance measures, and expenditure of previous grant funds and program documentation and assessments; and

WHEREAS, an application was submitted for funding in the amount of \$408,495.00 and signed by the Mayor in response to the telephone call; and

WHEREAS, no match is required for funds awarded.

IT IS HEREBY ORDERED that the Mayor submission of the application to the Mississippi Office Highway Safety for the Occupant Protection Grant is hereby ratified.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute documents and submit reports to the Mississippi Highway Safety if funds are awarded provided that the documents and reports submit do not require the contribution of funds above the monies received from the Mississippi Office Highway Safety and are not contrary of this Order.

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

President Lindsay recognized **Juan Gray, Grants Administrator of Jackson Police Department** who provided a brief overview.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH EVIDENCE IQ AND THE JACKSON POLICE DEPARTMENT TO PROVIDE BALLISTICS IMAGING.

WHEREAS, the City of Jackson wish to enter into an agreement with Evidence IQ to provide ballistic imaging systems to utilize on the fight on crime; and

WHEREAS, Evidence IQ and the City of Jackson Police Department are desirous of entering into an agreement; and

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

WHEREAS, one of the primary missions of Evidence IQ is to provide ballistics imaging of firearms and identify how many weapons and shooters are involved in a potential crime scene; and

WHEREAS, Evidence IQ imaging is also able to determine how many fired cartridge cases are recovered at a crime scene; and

WHEREAS, an agreement with Evidence IQ will allow the Jackson Police Department to provide ballistics imaging to assist with the conviction and incarcerate of offenders.

IT IS HEREBY ORDERED, that the herein-described agreement between the City of Jackson Police Department and Evidence IQ and is hereby authorized.

IT IS FURTHER ORDERED, that the Mayor of the City of Jackson and/or their designees be authorized to execute an agreement with Evidence IQ for ballistics imaging to used on potential crime scenes.

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

President Lindsay recognized **Shanekia Jordan, Clerk of Council**, who stated said item was pulled by the Administration.

After a thorough discussion, **President Lindsay** recognized **Council Member Stokes** and **Council Member Banks** who withdrew their motion and second. Said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2022 COMPETITIVE FUNDING OPPORTUNITY; LOW OR NO EMISSION GRANT PROGRAM IN THE AMOUNT OF \$24,899,120.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD TO THE GRANT FUNDS.

WHEREAS, on March 7, 2022, the U.S. Department of Transportation, Federal Transit Administration announced the availability for Discretionary FY 2022 Competitive Funding Opportunity; Low or No Emission Grant Program and Grants for Buses and Bus Facilities Program (Federal Assistance Listing 20.526) opened the SF-424 application process for Federal Assistance: Low-No and Buses and Bus Facilities Program with the Opportunity Number of FTA-2022-002-TPM-BUSC and FTA-2022-001-TPM-LWNO; and

WHEREAS, Federal public transportation law 49 U.S.C 5339(c) authorizes FTA to award grants for low or no emission bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant where an application must be submitted by May 31, 2022; and

WHEREAS, the City of Jackson Transit Division will request grant funding in amount of nineteen million nine hundred nineteen thousand two hundred ninety-six dollars (\$19,919,296.00), which will require a 20% match in the amount of four million nine hundred seventy-nine thousand eight hundred twenty-four dollars (\$4,979,824.00) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2023, FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, replace bus wash, add air purification systems to the existing fleet, upgrade the farebox system, and to purchase twenty-seven (27) vehicles: nine (9) 35 feet hybrid buses, six (6) 40 feet hybrid buses, six (6) less than 30 feet buses, six (6) electric vans and charging station; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States of America Department of Transportation, in amount of nineteen million nine hundred nineteen thousand two hundred ninety-six dollars (\$19,919,296.00), with a 20% match in the amount of four million nine hundred seventy-nine thousand eight hundred twenty-four dollars (\$4,979,824.00) from the City of Jackson General Fund.

IT IS FURTHER ORDERED that any awarded funds shall be used over FY2023, FY2024, FY2025, FY2026, and FY2027 to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, upgrade farebox system, replace bus wash, add air purification systems to the existing lot or not emission fleet, and to purchase twenty-seven (27) low or no emission vehicles: nine (9) 35 feet hybrid buses, six (6) 40 feet hybrid buses, six (6) less than 30 feet buses, six (6) electric vans and charging station.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

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

President Lindsay recognized **Jordan Hillman, Director of Planning and Development**, who provided a brief overview.

After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A STATEMENT OF WORK AND AMENDMENT NO. 4 TO THE MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION, AND RATIFYING AMENDMENT NO. 3.

WHEREAS, the City currently has an agreement in place with the Paymentus Corporation to accept online and interactive telephone voice response system credit card payments; and

WHEREAS, the City departments using the credit card payment services provided by the Paymentus Corporation have found the services to be beneficial and of good quality; and

WHEREAS, the Water-Sewer Business Administration has upgraded the utility billing system to C2M, which will require integration between the Paymentus Corporation software and the upgraded utility billing system software; and

WHEREAS, previously, the Information Services Division of the Department Administration authorized Amendment No. 3 to the Master Services Agreement, which revised Schedule A to increase the maximum payment amount for Non-Utility Debit/Credit Card transactions to \$7,500.00 at no additional transaction charge to customers or to the City; and

WHEREAS, pursuant to the Statement of Work, the Paymentus Corporation will configure, develop and implement several payment validation and processing enhancements in coordination with City of Jackson and their vendor, Oracle, for a total cost of \$2,250.00; and

WHEREAS, Amendment No. 4 amends Schedule A—Paymentus Fee Schedule, which is a schedule attached and made a part of the Master Services Agreement, to provide the following fee schedule for transactions:

SCHEDULE A- PAYMENTUS FEE SCHEDULE

Paymentus Service Fee charged to the User will be based on the following table:

Payment Type (User-Paid Convenience Fee Model)	Paymentus Service Fee
<p>Utility Services Average Bill Amount \$125.00</p> <ul style="list-style-type: none"> • Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck. • Recurring Scheduled payments <p>*Note: Maximum Payment Amount per payment is \$300.00 (multiple payments can be made).</p>	<p>Flat fee of \$2.95* per qualified transaction Flat fee \$1.50* per transaction (Recurring Only)</p>
<p>Open Records Average Bill Amount: \$50.00</p> <ul style="list-style-type: none"> • Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck. <p>*Note: Maximum Payment Amount per payment is \$100.00 (multiple payments can be made).</p>	<p>Flat fee \$2.25* per transaction</p>
<p>Miscellaneous Government Services (non-utility)</p> <ul style="list-style-type: none"> • Credit/Debit Card (Visa®, MasterCard®, Discover®) and ACH/eCheck. 	<p>2.50% of the total dollar amount or \$1.25*, whichever is greater.</p>

*Note: Maximum Payment Amount per payment is \$7,500 (multiple payments can be made).	
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The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risks; and

WHEREAS, Water-Sewer Business Administration and the project manager for the utility billing system upgrade, The Preo Group, recommend that the City Council authorize this Amendment No.4 to the Master Services Agreement with the Paymentus Corporation, authorize the Statement of Work, and ratify Amendment No. 3.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 4 to the Master Services Agreement with the Paymentus Corporation which amends Schedule a to the Master Services Agreement as set forth above and to execute a Statement of Work in an amount not to exceed \$2,250.00.

IT IS FURTHER ORDERED that Amendment No. 3 to the Master Services Agreement with the Paymentus Corporation, which increased the maximum payment amount for Non-Utility Debit/Credit Card transactions to \$7,500.00 at no additional charge to customers or to the City, is hereby ratified.

Council Member Stokes moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

**ORDER TERMINATING, CLOSING, AND VACATING A CERTAIN EASEMENT
AND ACCEPTING DONATION OF AN EASEMENT.**

WHEREAS, Southern Farm Bureau Life Insurance Company has petitioned the City of Jackson, Mississippi to terminate and vacate a certain easement over Parcel 713-4-4 and 713-4-10, and recorded in Book 2410, Page 93, of the land records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi (the “Easement”); and

WHEREAS, the Easement granted the City of Jackson a perpetual and irrevocable easement for a sanitary sewer across and over certain property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, as more particularly described therein (the “Parcel”); and

WHEREAS, Southern Farm Bureau, which owns the parcels that the easement crosses, desires to construct a new generator building on top of the sanitary sewer line, to construct a replacement sewer line away from the new generator building, and to dedicate a new easement to replace the abandoned easement; and

WHEREAS, terminating and vacating part of the old easements and dedicating a new easement will promote commercial development in this portion of the City of Jackson as well as the general welfare of the City of Jackson.

IT IS THEREFORE ORDERED THAT:

SECTION 1. The following described easement to be terminated and vacated is as follows:

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/CORS 96 (EPOCH 2002.000). grid values, using Convergence Angle 00 degrees 04 minutes 25.80419 seconds, and a Scale Factor 0.999952073 developed using INET

A tract or parcel of land containing 0.03 acres, more or less, lying and being situated in the South 1/2 of Section 4, Township 6 North, Range 1 East, City of Jackson,

First Judicial District, Hinds County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 1/2 inch iron pin marking the intersection of the North right-of-way of Livingston Lane with the West right-of-way of Lakeover Road as per plat of Twin Lakes of Lakeover, Part 1 as recorded in Plat Book 27, Page 41 in the Office of the Chancery Clerk of First Judicial District of Hinds County, said found 1/2 inch iron pin being the point of determination of the above cited convergence angle and scale factor, and being defined as N 1051714.94, E 2339127.51 on the above reference coordinate system; run thence

South 51 degrees 07 minutes 34 seconds West for a distance of 896.26 feet to a set 1/2-inch iron pin marking West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement (intended to be abandoned) as recorded in Deed Book 2410, Page 93 in the Office of the Chancery Clerk of First Judicial District and said plat of Twin Lakes of Lakeover, Part 1; thence

South 10 degrees 25 minutes 44 seconds West along said West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement for a distance of 11.75 feet to a set 1/2-inch iron pin marking the Point of Beginning of the herein described easement, having the following coordinates: N 1051140.88, E 2338427.62; thence

North 68 degrees 46 minutes 03 seconds East for a distance of 11.75 feet to a set 1/2-inch iron pin marking the East line of said Existing City of Jackson 10 feet in width Sanitary Sewer Easement; thence

South 10 degrees 25 minutes 44 seconds West along said Existing City of Jackson 10 feet in width Sanitary Sewer Easement for a distance of 146.96 feet to the North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement as recorded in said Deed Book 2410, Page 93 and said plat of Twin Lakes of Lakeover, Part 1; thence

North 64 degrees 41 minutes 03 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 4.41 feet to a set 1/2-inch iron pin; thence

North 86 degrees 10 minutes 51 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 5.77 feet to a set 1/2-inch iron pin marking said West line of an Existing City of Jackson 10 feet in width Sanitary Sewer Easement; thence

North 10 degrees 25 minutes 44 seconds East for a distance of 140.33 feet to the Point of Beginning.

SECTION 2. The Easements and all easement rights granted thereunder are hereby terminated, closed and vacated.

SECTION 3. Upon the City closing and abandoning the aforesaid easement created for streets, sidewalks and other public purposes, all of its title and interests are abandoned to the adjoining property owners of records.

SECTION 4. The following described easement is accepted as follows:

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/CORS 96 (EPOCH 2002.000). grid values, using Convergence Angle 00 degrees 04 minutes 25.80419 seconds, and a Scale Factor 0.999952073 developed using INET A tract or parcel of land containing 0.05 acres, more or less, lying and being situated in the South 1/2 of Section 4, Township 6 North, Range 1 East, City of Jackson, First Judicial District, Hinds County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 1/2 inch iron pin marking the intersection of the North right-of-way of Livingston Lane with the West right-of-way of Lakeover Road as per plat of Twin

Lakes of Lakeover, Part 1 as recorded in Plat Book 27, Page 41 in the Office of the Chancery Clerk of First Judicial District of Hinds County, said found 1/2 inch iron pin being the point of determination of the above cited convergence angle and scale factor, and being defined as N 1051714.94, E 2339127.51 on the above reference coordinate system; run thence

South 51 degrees 07 minutes 34 seconds West for a distance of 896.26 feet to a set 1/2-inch iron pin marking West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement (intended to be abandoned) as recorded in Deed Book 2410, Page 93 in the Office of the Chancery Clerk of First Judicial District and said plat of Twin Lakes of Lakeover, Part 1, and the Point of Beginning of the herein described easement, having the following coordinates: N 1051152.43, E 2338429.74; thence

South 10 degrees 25 minutes 44 seconds West along said West line of an existing City of Jackson 10 feet in width Sanitary Sewer Easement for a distance of 11.75 feet to a set 1/2-inch iron pin; thence

South 68 degrees 46 minutes 17 seconds West for a distance of 105.45 feet to a set 1/2-inch iron pin; thence

South 10 degrees 42 minutes 10 seconds East for a distance of 97.88 feet to a set 1/2-inch iron pin marking the North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement as recorded in said Deed Book 2410, Page 93 and said plat of Twin Lakes of Lakeover, Part 1; thence

North 86 degrees 10 minutes 51 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 5.67 feet to a set 1/2-inch iron pin; thence

South 59 degrees 23 minutes 43 seconds West along said North line of an existing City of Jackson 20 feet in width Sanitary Sewer Easement for a distance of 4.80 feet to a set 1/2-inch iron pin; thence

North 10 degrees 42 minutes 10 seconds West for a distance of 106.40 feet to a set 1/2-inch iron pin; thence

North 68 degrees 46 minutes 17 seconds East for a distance of 119.93 feet to the Point of Beginning.

SECTION 5. A certified copy of this Order shall be filed in the land records of the Chancery Clerk of Hinds County, Mississippi, by the Petitioner at the expense of the Petitioner.

Vice President Lee moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL WATER TREATMENT PLANT CORROSION CONTROL CHEMICAL FEED SYSTEM PROJECT, DWI-L250008-03.

WHEREAS, on March 29, 2022, the City of Jackson received two sealed bids for the JH Fewell Water Treatment Plant Corrosion Control Chemical Feed System Project, DWI-L250008-03; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$9,638,994.00, 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 \$9,638,994.00, 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 Hartley moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – Stokes.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-08.

WHEREAS, the Hinds County Board of Supervisors intends to (1) Pave Quail Lake Drive at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds (Ward 2); and (2) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (4) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (5) Pave Meadowbrook Road from Eastover Drive to Quail Run at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Pave Quail Lake Drive at an amount not to exceed \$40,000.00, to be paid from American Rescue Plan Funds (Ward 2); and (2) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (4) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (5) Pave Meadowbrook Road from Eastover Drive to Quail Run at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1).

Vice President Lee moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-11.

WHEREAS, the Hinds County Board of Supervisors intends to pave Parisian Drive off of Northside Drive at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds (Ward 1); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter

into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to pave Parisian Drive off of Northside Drive at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds (Ward 1).

Vice President Lee moved adoption; **Council Member Foote** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-04.

WHEREAS, the Hinds County Board of Supervisors intends to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Parks and Recreation has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Pave walking trails and the tennis court of Westside Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3; and (2) Repair or replace wooden bridges and the floors in the main building of Mynelle Gardens at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District (all in Ward 4).

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-05.

WHEREAS, the Hinds County Board of Supervisors intends to (1) Upgrade spring rockers and install a rubberized surface under a swing set at Jayne Avenue Park at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 5); (2) Purchase basketball backboards and goals for Aaron Henry Park at an amount not to exceed \$10,000.00 to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); (3) Upgrade and purchase swing sets for Flowers Park at an amount not exceed \$20,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 6); (4) Purchase new backboards and rims to upgrade basketball courts at Kurts Gym at an amount not to exceed

\$10,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); and (5) Remove trees, repair or replace fencing, and purchase benches and playground unit for Livingston Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted Supervisor District 3 (Ward 5); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Parks and Recreation has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Upgrade spring rockers and install rubberized surface under swing set at Jayne Avenue Park at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 5); (2) Purchase basketball backboards and goals for Aaron Henry Park at an amount not to exceed \$10,000.00 to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); (3) Upgrade and purchase swing sets for Flowers Park at an amount not exceed \$20,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 6); (4) Purchase new backboards and rims to upgrade basketball courts at Kurts Gym at an amount not to exceed \$10,000.00, to be paid from American Rescue Plan Funds allotted to Supervisor District 3 (Ward 3); and (5) Remove trees, repair or replace fencing, and purchase benches and playground unit for Livingston Park at an amount not to exceed \$35,000.00, to be paid from American Rescue Plan Funds allotted Supervisor District 3 (Ward 5).

Council Member Hartley moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

**ORDER AUTHORIZING SETTLEMENT OF A CITY OF JACKSON PROPERTY
DAMAGE CLAIM AGAINST W.E. BLAIN & SONS, INC.**

WHEREAS, W.E. Blain & Sons, Inc. entered into a contract with the City of Jackson for the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015) LPA/108077-701000, City Project Number 19B4011; and

WHEREAS, during the construction of the project, on or about September 10, 2021, a subcontractor of W.E. Blain & Sons, Inc. damaged the traffic signal mast arm at the intersection of State Street and Woodway on the west side of the intersection; and

WHEREAS, in order to provide a traffic signal for south bound traffic on State Street at the intersection of State Street and Woodway Drive, W.E. Blain & Sons, Inc. directed their subcontractor Lewis Electric, Inc. to make temporary repairs which included removing the arm that was damaged, installing a temporary wooden pole at the southeast corner of the intersection, running a span wire from the mast to the temporary pole, and hanging and wiring two (2) signal heads, all at a cost of \$9,183.81; and

WHEREAS, W.E. Blain & Sons, Inc. directed Lewis Electric, Inc. to order the replacement arm at a cost of \$18,016.15; and

WHEREAS, W.E. Blain & Sons, Inc. reported the accident to their insurer, Progressive, which has adjusted the claim; and

WHEREAS, W.E. Blain & Sons, Inc. proposes to pay Lewis Electric, Inc. for the temporary repairs, and the cost of the mast arm and its installation, provided the City of Jackson agrees to the payment of the proceeds of the insurance claim to W.E. Blain & Sons, Inc.; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the City’s property damage claim be resolved in this manner because it is the most expeditious

process and will allow the State Street Rehabilitation Project to be closed out, which will allow other City projects whose funding is being administered by the Mississippi Department of Transportation to proceed; and

WHEREAS, the final closeout of the State Street Rehabilitation Project will be subject to the inspection and approval of completion of the repairs to the City’s traffic mast; and

WHEREAS, the Office of the City Attorney has reviewed this proposed settlement and concurs in the recommendation of the Engineering Division.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any documents necessary to effectuate the settlement of the City’s property damage claim as set forth above.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER AMENDING ORDER AUTHORIZING APPROVAL OF JACKSON REDEVELOPMENT AUTHORITY (JRA) EXPENSES.

WHEREAS, the Jackson Redevelopment Authority (JRA) is an urban renewal agency created pursuant to Miss. Code Ann. § 43-35-33; and

WHEREAS, JRA previously accrued expenses and submitted detailed invoices in the amounts listed below for technical experts, agents, and its own legal staff:

- Legal Services: \$2,432.50
- Insurance Administration Services: \$700.00
- Design Consultant: \$4,995.87
- Termite & Environmental: \$14,529.95
- S5 Construction LLC: \$350.00; and

WHEREAS, the Jackson City Council previously approved these expenses at its February 15, 2022 City Council meeting, but the Order incorrectly listed the total amount of expenses as \$22,658.32 instead of \$23,008.32.

IT IS THEREFORE ORDERED that Jackson Redevelopment Authority expenses in the amount of \$23,008.32 be authorized and approved.

Note: Said item failed for a lack of motion.

President Lindsay stated said item would be tabled until May 10, 2022.

* * * * *

ORDER REVISING THE ORIGINAL APPOINTMENT OF MATTHEW MCLAUGHLIN TO FILL AN UNEXPIRED TERM ON THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD OF COMMISSIONERS.

WHEREAS, the Jackson Redevelopment Authority (JRA) Board consists of seven (7) members each of whom represents a City Council Ward; and

WHEREAS, on April 30, 2019, the Mayor nominated and City Council approved Matthew McLaughlin to fill a vacancy on JRA Board (the “Original Order”); and

WHEREAS, Matthew McLaughlin was appointed to serve the unexpired Term for Ward 7 position on JRA Board; and

WHEREAS, the Original Order stated an incorrect date for said Term to expire.

IT IS THEREFORE ORDERED that the original appointment of Matthew McLaughlin to serve as a JRA Board member be revised to reflect the correct Term Expiration date of August 13, 2022.

President Lindsay moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **Catoria Martin**, City Attorney, who provided a brief overview.

Thereafter, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

* * * * *

ORDER ACCEPTING THE LAST WILL AND TESTAMENT DONATION FROM THE ESTATE OF ROBERT B. CHILDERS, IN THE AMOUNT OF SIXTY THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$60,296.00) FOR THE JACKSON ZOO.

WHEREAS, Robert B. Childers donated funds to the City to assist with expansion or direct animal care and compensation of staff at the Jackson Zoo; and

WHEREAS, Robert B. Childers left a pecuniary bequest in the amount of Sixty Thousand Two Hundred Ninety-Six dollars (\$60,296.00) for the Jackson Zoo; and

WHEREAS, pursuant to the decree Waiving First and Final Account, Authorizing Disbursement of Fees and Expenses, Closing Estate and Discharging Executor entered on the 16th date of August 2021, the enclosed check for \$60,296.00 payable to City of Jackson, Mississippi F/B/O Jackson Zoo and Begley Law Firm, PLLC as payment of that bequest.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to accept the donation from the Estate of Robert B. Childers, in the amount of Sixty Thousand Two Hundred Ninety-Six dollars (\$60,296.00) for the Jackson Zoo.

Council Member Hartley moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **Ison Harris**, Director of Parks and Recreation, who provided a brief overview.

Thereafter, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

* * * * *

There came on for consideration, Agenda Item No. 35:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING MISDEMEANOR HOUSING FUNDING TO OTHER JURISDICTIONS WITH JAIL SPACE TO HOUSE MISDEMEANOR VIOLATORS FOR CITY OF JACKSON WITH \$250, 000.00 FROM THE FUND BALANCE. President Lindsay said item was referred to the Finance Committee.

There came on for consideration, Agenda Item No. 36:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE ADJUSTMENT OF JACKSON GARBAGE BILLS FOR UNCOLLECTED GARBAGE. President Lindsay said item was referred to the Finance Committee.

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, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022 and March 29, 2022 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.

Vice President Lee moved adoption; **Council Member Stokes** seconded.

President Lindsay recognized **Safiya Omari, Chief of Staff** who provided a brief overview.

Thereafter, **President Lindsay** called for a vote on said item:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
- Nays – None.
- Absent – None.

ORDER TO OVERRIDE THE APRIL 14, 2022 MAYOR’S VETO ON THE “ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL” ON THE DECEMBER 21, 2021 CITY COUNCIL MEETING MINUTES.

WHEREAS, the City Council passed Agenda Item No. 14 during its December 21, 2021 Regular City Council meeting, amending section 2-76 of the Jackson Code of Ordinances governing review and approval of the minutes of the City Council by Jackson City Council; and

WHEREAS, the City Council of Jackson, Mississippi deemed it necessary to comply with Mississippi Code Annotated, § 21-15-33, which 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; and

WHEREAS, said Ordinance was passed by the City Council with five (5) in favor, zero (0) opposing and two (2) absences; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on April 14, 2022; and

WHEREAS, Virgi Lindsay, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba’s veto, places this Order of reconsideration of vetoed Order before the City Council.

IT IS HEREBY ORDERED that the Ordinance amending section 2-76 of the Jackson Code of Ordinances governing review and approval of the minutes of the City Council be reinstated by a two-thirds majority vote of the members present and voting resolving to override the Mayor’s veto.

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

Yeas – Banks, Foote, Hartley, Lindsay and Stokes.
Nays – Grizzell.
Abstention – Lee.
Absent – None.

* * * * *

ORDER TO OVERRIDE THE APRIL 14, 2022 MAYOR’S VETO ON THE “ORDER DETERMINING THE NEED FOR CONTINUING THE DECLARED LOCAL STATE OF EMERGENCY REGARDING RESIDENTIAL SOLID WASTE COLLECTION (AS AMENDED BY THE JACKSON CITY COUNCIL)” ON THE FEBRUARY 24, 2022 CITY COUNCIL MEETING MINUTES.

WHEREAS, the City Council passed Agenda Item No. 4 as amended during its February 24, 2022 Special City Council meeting, continuing the declared local state emergency regarding residential solid waste collection for Jackson, Mississippi by Jackson City Council; and

WHEREAS, the City Council of Jackson, Mississippi deemed it necessary to continue a declared local emergency with Waste Management, Inc. due to the impending expiration of the city’s solid waste and hauling services on March 31, 2022; and

WHEREAS, said Order, as amended, was passed by the City Council with four (4) in favor, three (3) opposing and zero (0) absent; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on April 14, 2022; and

WHEREAS, Virgi Lindsay, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba’s veto, places this Order of reconsideration of vetoed Order before the City Council.

IT IS HEREBY ORDERED that the Order continuing the declared local state emergency regarding residential solid waste collection for Jackson, Mississippi as amended by Jackson City Council be reinstated by a two-thirds majority vote of the members present and voting resolving to override the Mayor’s veto.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

* * * * *

President Lindsay recognized **Vice President Lee** who moved, seconded by **Council Member Banks** to reconsider Agenda Item No. 30. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

Thereafter, **President Lindsay** requested that the Clerk read the order:

ORDER AMENDING ORDER AUTHORIZING APPROVAL OF JACKSON REDEVELOPMENT AUTHORITY (JRA) EXPENSES.

WHEREAS, the Jackson Redevelopment Authority (JRA) is an urban renewal agency created pursuant to Miss. Code Ann. § 43-35-33; and

WHEREAS, JRA previously accrued expenses and submitted detailed invoices in the amounts listed below for technical experts, agents, and its own legal staff:

- Legal Services: \$2,432.50
- Insurance Administration Services: \$700.00
- Design Consultant: \$4,995.87
- Termite & Environmental: \$14,529.95
- S5 Construction LLC: \$350.00; and

WHEREAS, the Jackson City Council previously approved these expenses at its February 15, 2022 City Council meeting, but the Order incorrectly listed the total amount of expenses as \$22,658.32 instead of \$23,008.32.

IT IS THEREFORE ORDERED that Jackson Redevelopment Authority expenses in the amount of \$23,008.32 be authorized and approved.

Council Member Banks moved adoption; **Vice President Lee** seconded.

President Lindsay recognized **Mayor Chokwe Antar Lumumba** and **Catoria Martin, City Attorney** who provided a brief overview of said item.

President Lindsay recognized **Council Member Banks** and **Vice President Lee** who withdrew their motion and second. Said item was tabled until May 10, 2022 Regular Council Meeting.

* * * * *

There came on for Discussion, Agenda Item No.22:

DISCUSSION: SANITATION FEE: President Lindsay recognized Council Member Stokes, who expressed concerns of citizens who are continuing to pay sanitation fees and having issues with getting trash picked up.

There came on for Discussion, Agenda Item No.23:

DISCUSSION: ENVIRONMENTAL RACISM: President Lindsay recognized Council Member Stokes who requested said item be tabled until a later date.

The following reports/announcements were provided during the meeting:

- **Council Member Foote** announced the following:
 - Well Wishes to Dr. Charles Williams.

- **Council Member Banks** announced the following:
 - Well Wishes to Dr. Charles Williams.
 - Congratulate the 2022 graduates of Jackson State University.

- **Council Member Stokes** announced the following:
 - Close the meeting in honor of Charles Tony Davis, Demetrius L. Dixon, Ms. Mary Young, and Mrs. Annie Mcloughlin Allen.
 - Happy Birthday to Johnny Pearl Lee Patton.

- **Mayor Chokwe Antar Lumumba** announced the following:
 - Sent Well Wishes to Dr. Charles Williams.
 - Acknowledge Professional Municipal Clerks Week May 1-7
 - Encouraged citizens to sign up with the WSBA digital self-service account using zip codes instead of Social Security Numbers.
 - Encouraged citizens to contact Richard’s Disposal if there are any issues with trash pickup at 769-333-4322 or csrjm@richardsdisposal.com
 - Encouraged all citizens to sign up for Code Red and dial 311 for non-emergency city services.
 - Encouraged citizens to attend the Town Hall meeting on April 26,2022 at 6:00 p.m. Pearl St. AME Church 1219 Robinson Road Jackson, MS.
 - Westside Community May Day Fun Day May 7 with movie in the park immediately after 1650 Wiggins Rd.
 - Precinct Four COPS meeting April 28, 2022 at 5:30 p.m. Fondren Presbyterian Church 3220 Old Canton Rd.
 - Neighborhood cleanup May 6 2022. Location TBD.
 - Roll off dumpster day May 14, 2022. Location TBD.
 - Jackson Police Department Memorial Service May 7, 2022 at 9:30 am. Jackson Convention Complex.
 - 2022 Mayor’s Cup 3 Players Scramble May 20, 2022 at Pete Brown Golf Course. 3200 Woodrow Wilson Dr. Registration deadline May 6th at 5:00 pm.
 - The City of Jackson Early Childhood Development Center is currently accepting applications for children 8 weeks to 5 years of age.
 - While the State celebrated Confederate Memorial Day April 25, 2022, the City of Jackson celebrated Unsung Hero’s Day.
 - For more information on announcements, contact Wanda Smith with Constituent Services (601)960-2324.

- **President Lindsay** announced the following:
 - Well Wishes to Dr. Charles Williams.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 26, 2022 10:00 A.M.**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on May 10, 2022. At 2:14 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

**SPECIAL MEETING OF THE CITY COUNCIL
MONDAY, MAY 2, 2022 1:00 P.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 3:45 p.m. Friday, April 29, 2022 in the Clerk of Council’s Office, electronic notifications to all Council Members, on the City’s website and on the public bulletin board in City Hall, relative to: (1) Claims. The meeting was convened in the Council Chambers located at 219 S. President Street at 1:00 p.m. on May 2, 2022 being the first Monday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7 (via teleconference); Angelique Lee, Council Vice President, Ward 2; Ashby Foote, Ward 1 (via teleconference); Vernon Hartley, Ward 5 (via teleconference) and Aaron Banks, Ward 6. Directors: Safiya Omari, Chief of Staff; Shanekia Mosley Jordan, Clerk of the Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3 and Brian C. Grizzell, Ward 4.

The meeting was called to order by **Vice President Angelique Lee**.

ORDER APPROVING CLAIMS NUMBER 27190 to 27190 APPEARING AT PAGES 76 TO 77 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$279,583.79 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27190 to 27190 appearing at pages 76 to 77, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$279,583.79 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND	
MODERNIZATION TAX		279,583.79
TOTAL		\$279,583.79

Vice President Lee moved adoption; **Council Member Banks** seconded.

President Lindsay recognized **Terry Williamson, City Attorney Office** and **Mary Carter, Public Works Department**, who provided a brief overview on said item.

Thereafter, **President Lindsay**, called for a vote on said item:

- Yeas – Banks, Foote, Hartley, Lee and Lindsay.
- Nays – None.
- Absent – Stokes and Grizzell.

There were no reports/announcements provided during the meeting.

**SPECIAL MEETING OF THE CITY COUNCIL
MONDAY, MAY 2, 2022 1:00 P.M.**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special City Council Meeting at 1:00 p.m. on May 6, 2022. At 1:17 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

**SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, MAY 6, 2022 1:00 P.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 10:10 a.m. Thursday, May 5, 2022 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Resolution authorizing the Mayor to submit an application and other documents to the Mississippi Department of Transportation for the 2022 Emergency Road and Bridge Repair Fund Program. The meeting was convened in the Council Chambers located at 219 S. President Street at 1:00 p.m. on May 6, 2022 being the first Friday of said month, when and where the following things were had and done to wit:

Present: Council Members: Angelique Lee, Council Vice President, Ward 2; Ashby Foote, Ward 1 (teleconference); Brian C. Grizzell, Ward 4 (via teleconference); Vernon Hartley, Ward 5 (via teleconference) and Aaron Banks, Ward 6. Directors: Louis Wright, Chief Administrative Officer; Constance White, Chief Deputy Clerk of the Council and Terry Williamson, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3 and Virgi Lindsay, Council President, Ward 7.

* * * * *

The meeting was called to order by **Vice President Angelique Lee.**

* * * * *

**RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT APPLICATION
AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION FOR THE 2022 EMERGENCY ROAD & BRIDGE
REPAIR FUND PROGRAM.**

WHEREAS, the Mississippi Department of Transportation has invited local government municipalities to submit applications to the 2022 Emergency Road and Bridge Repair Fund Program for funding consideration, which is being funded at level of \$100,000,000.00; and

WHEREAS, the City of Jackson desires to submit an application for the replacement of the Colonial Circle bridge over Purple Creek, the Swan Lake Drive bridge, the Martin Luther King Jr Drive bridge over Town Creek Tributary, and the McRaven Road bridge east of Siwell Road; and

WHEREAS, the City of Jackson acknowledges that if the project is awarded, grant funding will not exceed the amount requested in the application or eligible project costs, whichever is less; and

WHEREAS, during the life of this project it will be necessary for the Mayor to execute other documents related to the administration and construction of said approved application for Road and Bridge projects, and to submit those documents to the Mississippi Department of Transportation and other parties involved with the design and construction.

IT IS HEREBY RESOLVED that the Mayor is authorized to execute and submit an application and other documents to the Mississippi Department of Transportation for the 2022 Emergency Road & Bridge Repair Fund Program.

Council Member Banks moved adoption; **Council Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley and Lee.

Nays – None.

Absent – Lindsay and Stokes.

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There were no reports/announcements provided during the meeting.

* * * * *

**SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, MAY 6, 2022 1:00 P.M.**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special City Council Meeting at 10:00 a.m. on May 10, 2022. At 1:16 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING DALTON STREET (FROM DR. ROBERT SMITH
PARKWAY TO CENTRAL STREET) TO HEZEKIAH WATKINS DRIVE

WHEREAS, Mr. Hezekiah Watkins, a Civil Rights Icon, business leader, and a member of the Freedom Riders who sought justice and equality for all people regardless of skin color; and

WHEREAS, Mr. Hezekiah Watkins is still making an impact on the quality of life for all in the City of Jackson; and

WHEREAS, the honorary designation of this street in his honor shall help ensure that all of his contributions shall never be forgotten.

NOW, THEREFORE, BE IT OEDAINED, that the Jackson City Council hereby honorary renames Dalton Street (from Dr. Robert Smith Parkway to Central Street) to Hezekiah Watkins Drive.

SO ORDAINED, this _____ day of May, 2022.

Agenda Item No.
Date: May 24, 2022
BY: STOKES

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
DESIGNATING JUNETEENTH AS AN OFFICIAL HOLIDAY

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

WHEREAS, JUNETEENTH, derived from June 19th, a cultural and historic recognition of the freeing of the slaves in the state of Texas which has become a celebration that is recognized all over the world, and has become a Federal Holiday in the United States of America; and

WHEREAS, the City of Jackson seeks to recognize JUNETEENTH in the same manner as the Federal Holiday; and as such, the City of Jackson will recognize the official holiday on the same date annually as the federal holiday; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council joins in the federal government, other states, and local governments in recognizing JUNETEENTH as an official holiday.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby designating JUNETEENTH as an official city holiday.

SO RESOLVED, this the ____ day of May, 2022.

Agenda Item #
Agenda Date: May 24, 2022
BY: STOKES

ORDER APPOINTING CHARLES R. CARR TO THE JACKSON HOUSING AUTHORITY BOARD.

WHEREAS, the Jackson Housing Authority Board consist of five (5) members for a term of five (5) years; and

WHEREAS, Louis Wright's term expired on January 15, 2020, thereby creating a vacancy; and

WHEREAS, Charles R. Carr resident of Ward 5, after evaluation of his qualifications, has been appointed by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Charles R. Carr to the Jackson Housing Authority Board be confirmed with said term to expire January 15, 2025.

Agenda Item No. 12
Agenda Date: May 24, 2022
(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 APPOINTING CHARLES R. CARR TO THE JACKSON HOUSING AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney

5/19/22
DATE

OFFICE OF THE CITY ATTORNEY

Ward 5

RESUME

Charles R. Carr

PROFESSIONAL WORK EXPERIENCE

Present **Director, Office of Intermodal Transportation Planning (OIP)**
Mississippi Department of Transportation (MDOT)

Coordinate policy, planning, programmatic and administrative oversight of Aeronautics, Freight, Ports and Waterways and Public Transit divisions. The primary mission of this Office is to support a well-planned, comprehensive and sustainable intermodal transportation network. Major responsibilities include: coordinating work programs of organizational components; evaluating program effectiveness; performing policy analysis; providing technical and policy support to the Transportation Commission; and serving as the principle liaison between the Department and various other modal stakeholder organizations.

12/08-12/10 **Director, Public Transit Division**
Mississippi Department of Transportation (MDOT)

Planned and directed programmatic and administrative functions of the Division, including policy and administrative rule development; transit planning; grant administration; and contract management. Major responsibilities included: evaluating program effectiveness; performing fiscal and policy analysis; oversight of research and demonstration projects; providing technical and policy support to the Transportation Commission; and served as primary transit liaison with other state and federal agencies...

5/03 -12/08 **Administrator, Public Transit Division**
MDOT

Planned and directed administrative functions of the Division, including grant administration and contract management. Major responsibilities included: performing fiscal as well as policy analysis of programs and initiatives; providing technical support to the MDOT Executive staff; serving as primary public transit liaison with other state as well as federal agencies; and managing research initiatives.

7/92-5/03 **Manager, Public Transit Division**
MDOT

Managed the day to day activities of the Division. Major responsibilities included grant administration; contract management; fiscal analyses of programs and; policy advisor to the Transportation Commission.

11/90 -7/92 **Manager, Transportation Implementation Bureau**
MS Dept. of Economic and Community Development (DECD)
Energy and Transportation Division

Responsible for the administration of public transit, rail and special service transportation programs. Responsibilities included: developing program policies; preparing program budgets; managing capital equipment acquisitions; and monitoring contract compliance.

**3/83– 11/90 Manager, Transportation Planning Bureau
DECD, Energy and Transportation Division**

Managed rural and specialized transportation programs. Responsibilities included: oversight of all planning functions; and analysis of budgets and performance data.

**11/79 – 9/82 Director, Division of Appropriateness Review
Mississippi Health Systems Agency**

Directed statewide reviews of selected institutional health services. Supervised all appropriateness review activities (e.g., drafting criteria and standards, developing survey tools and analysis methodologies; and presenting compliance reports).

12/76 – 10/76 Housing Advisor, HUD Disaster Field Office

Conducted field interviews and site assessments in disaster areas.

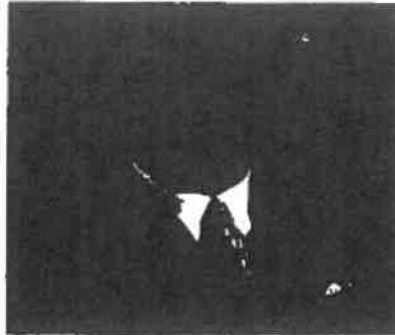
EDUCATION

MA, Jackson State University
Major: Sociology – Concentration: Planning and Administration of
Community Based Programs

BS Ed., Jackson State University
Major: World History Education – Minor: Political Science

PROFESSIONAL AFFILIATIONS AND OTHER EXPERIENCE

Advisory Board- Jackson State University Institute of Government
Past President, Board of Directors, Community Transportation Association of America; past Chair, National Transportation Consortium of States; past Chair, Jackson State University (JSU) Technology Transfer Center Advisory Board; member JSU Institute for Multimodal Transportation, Industry Advisory Committee; member National Resource Center for Human Service Transportation Coordination Steering Committee; panel member for several TRB Transit Cooperative Research Program and National Cooperative Highway Research Program Project Panels; member American Association of State Highway Transportation Officials (AASHTO) Council on Public Transportation; graduate AASHTO National Transportation Management Conference; and AASHTO National Transportation Leadership Institute; participant, ENO Transportation Foundation International Transit Study Program; Advisory Board- Jackson State University Institute of Government;



BIO

Charles R. Carr

**Director, Office of Intermodal Transportation Planning
Mississippi Department of Transportation**

Now more than ever, "*No one of us is as smart and effective as ALL of us*"... is one of the core principles that have influenced his career path. Charged with executive level responsibilities for the Aeronautics, Ports & Waterways and Public Transit divisions, he credits a remarkable staff and relationships with modal stakeholders with helping to raise the visibility and impact of multimodal transportation in Mississippi. Major areas of responsibility include: implementing a strategic planning approach for assessing needs, analyzing economic impacts and developing informed investment decisions across the modes represented through his Office.

As Director, he also provides policy input to the Transportation Commission and serves as a liaison with local, state and federal entities. His international experience includes participating in the Eno Foundation's International Study Mission to France, England and Ireland to review safety and security issues; presentations on mobility for persons with disabilities at the World Social Forum in Senegal and researching transportation access options in Zambia. In addition to twenty- five years of transportation experience, his employment history includes health planning and housing assistance.

He holds a Masters Degree in Sociology from Jackson State University and is a graduate of the American Association of State Highway and Transportation Officials' (AASHTO's) National Transportation Management Program and the National Transportation Leadership Institute. Professional affiliations include: *Member and Past President*-Community Transportation Association of America's Board of Directors; *Member*-AASHTO's, Standing Committee on Public Transportation; *Former Chairman*-Jackson State University's, Technology Transfer Center Advisory Board and Institute for Multimodal Transportation Industry Advisory Committee; *Past President*- National Transportation Consortium of States; *Member*-MS Public Transit Association; Chair and member of several TRB Transit and Highway Cooperative Research Program panels.

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. GERALDINE B. CHANEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.

WHEREAS, the Jackson Municipal Airport Authority Board consist of (5) members; for a term of five (5) years; and

WHEREAS, DR. GERALDINE B. CHANEY, resident of Ward 2, after evaluation of her qualifications, has been nominated by the Mayor to serve on the Jackson Municipal Airport Authority Board.

IT IS THEREFORE ORDERED that the Mayor's appointment of Dr. Geraldine B. Chaney to the Jackson Municipal Airport Authority Board be confirmed with a said term to expire 5/24/2027.

Agenda Item No. 13
Agenda Date: May 24, 2022
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. GERALDINE B. CHANEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

5/20/22

DATE

OFFICE OF THE CITY ATTORNEY

Geraldine B. Chaney, M.D. F.A.A.P.

6120 Hanging Moss Road
Jackson, Mississippi 39206

601.982.7452
DrChaney@aol.com

PROFESSIONAL EXPERIENCE

Capital City Children and Adolescent Clinic, PLLC 1988 - present
Private Practitioner - Pediatrics and Adolescent Medicine 601.362.7542
2679 Crane Ridge Drive, Suite F
Jackson, MS 39216

UNDERGRADUATE EDUCATION

Tougaloo College **B.S. Biology, Minor: Chemistry** 1973

UNDERGRADUATE ACTIVITIES

- Honor Graduate, *Cum Laude*
- Pre-Medicine, *Vice President*
- Biology Club, *President*
- Delta Sigma Theta Sorority, Inc
- Research Project and Publication - Brookhaven National Atomic Energy
Laboratories - Upton, Long Island, New York. "Search for RNASE III in Temperature
Sensitive E.coli Mutants Infected with Bacteriophage T7"

MEDICAL EDUCATION

University of Mississippi Medical Center **Doctor of Medicine**
M.D. January 28, 1977

Residency in Pediatrics - Children's Hospital
University of Mississippi Medical Center, Jackson, MS 1977-1981

CERTIFICATION AND LICENSURE

American Board of Pediatrics, Diplomate September 20, 1988
American Academy of Pediatrics, Fellow December 1, 1977
Mississippi Medical License September 20, 1977

PROFESSIONAL ACTIVITIES

- Director of Pediatrics, Jackson Hinds Comprehensive Health Center, 1981-1988
- Physician, Senior Medical Consultant, Social Security Disability, Department of Human
Services, 1981-1994
- Assistant Clinical Professor, University of Mississippi Medical Center - Children's Hospital,
1981 - present

- Pediatric Consultant - Cares Center - Children's Home Society, Jackson, Mississippi, 1988-1996
- Medical Director - Mississippi Managed Care Network, Inc., 1992-1999
- President - Mississippi Medical and Surgical Association, 1990
- Conference Coordinator and Editor - "Joint Black Professional Annual Convention," 1983 and 1984
- Compiled and published first "Black Physician, Dentist, and Registered Nurses Directory" for the state of Mississippi, 1984
- Mississippi Black Congress on Health Laws and Economics, *President*, 1984-1985
- Presented paper on Capitol Hill "Networking for Quality Care. A New Politics/Organizing for Political Improvement," 1984.
- Mississippi Medical and Surgical Association, *Outstanding Physician of the Year*, 1983
- Directed Child Abuse Prevention/Intervention Program, Jackson Hinds Comprehensive Health Center and Hinds County Welfare Program, 1985-1986.
- Appointed to Governor's Interagency Coordination Committee, Infants and Toddlers 1st Step Program
- Leadership Jackson - Chamber of Commerce - Class of "93." Project - "Integrating Head Start Policy in Elementary School to Improve Student Performance.
- Selected "Best Doctor" by peers as one of "The Best Doctors in America," 2001-2002, 2005-2006, and 2006 - current.
- Cares Center - Children's Home Society, *Pediatric Consultant*

BOARD APPOINTMENTS (Past and Current)

- Mississippi State Department of Health, *Board of Directors*
- Methodist Medical Center, *Executive Board*
- Mississippi Medical and Surgical Association, *Current Member, Chairman 1985, Board of Trustees*
- National Health Service Corp, *Mississippi State Advisory Board*
- State of Mississippi, *Genetics Screening Board*
- American Diabetic Association - Mississippi, *Board of Directors*
- State of Mississippi, Perinatal Regionalization, *Advisory Board*
- Mississippi Department of Health, *Spun Advisory Board*
- Mississippi Medicaid Program, *Physician Advisory Board*

- Governor's Select Committee on Indigent Care
- Methodist Medical Center, *Executive Board*
- Mississippi Forum on Children and Families, Inc.
- National Health Service Corp. Advisory Board, 2000-2004
- Blue Cross Blue Shield Medical Policy Board, 1999 - present
- Blue Cross Blue Shield Medical Credentialing Board, 1999 - present

CURRENT PROFESSIONAL ACTIVITIES AND POSITIONS

- *Private Practice, Pediatrics and Adolescent Medicine, Owner/Operator, Capital City Children and Adolescent Clinic, PLLP, 2679 Crane Ridge Drive, Suite F, Jackson, MS 39216 - 1888 - present*
- *Active Staff - Mississippi Baptist Medical Center*
- *Senior Active Staff - Central Mississippi Medical Center, Past Chief of Pediatrics 1992-1993*
- *Consultant Staff - St. Dominique Hospital - present, Past Chief of Pediatrics 1994-1995*
- *HRSA, Grant Review Consultant*
- *Jackson Medical Society, President, Present*
- *American Academy of Pediatrics, Member*
- *American Academy of Pediatrics - Mississippi Chapter, Member*
- *National Medical Association, Member*
- *American Medical Association, Member*
- *Mississippi State Medical Society, Member*
- *Central Mississippi Medical Society, Member*
- *Central Pediatrics Association, Member*
- *Blue Cross Blue Shield, Pharmacy and Therapeutic Committee*
- *Africa American Women's Health Initiative through the United Way of Mississippi*
- *Blue Cross Blue Shield, Pharmacy and Therapeutic Committee*
- *Jackson Hinds Comprehensive Health Center, Pediatric Consultant*

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, AS DATA SCIENTIST FOR THE CITY OF JACKSON.

WHEREAS, the City of Jackson desires to retain the professional consulting services of Lacey Loftin Consulting, LLC, to create and maintain a comprehensive data portal for the City of Jackson; and

WHEREAS, Lacey Loftin Consulting, LLC will work closely with department personnel and directors to gather the data necessary to establish the comprehensive transparency portal; and

WHEREAS, Lacey Loftin Consulting, LLC will create technical standards to ensure the public data's uniformity of format(s), machine readability, downloadable, and accessibility to the public at no cost; and

WHEREAS, Lacey Loftin Consulting, LLC will extract, transform/clean, and load all data received from departments, agencies, and partners; and

WHEREAS, Lacey Loftin Consulting, LLC will serve as an internal advocate and will be responsible for promoting OpenGov usage and engagement; and

WHEREAS, Lacey Loftin Consulting, LLC will work with all City departments and OpenGov to connect the City's ERP to the OpenGov site installation; and

WHEREAS, Lacey Loftin Consulting, LLC will serve as Project Manager and Lead for OpenGov deployment, launch, and ongoing development; and

WHEREAS, Lacey Loftin Consulting, LLC will serve as Chart of Accounts Reviewer and confirm the structure of OpenGov Charts of Accounts ("COA") and that it actually reflects the City's New Munis COA; and

WHEREAS, Lacey Loftin Consulting, LLC will continue to validate the transaction and budget data for the OpenGov Budget Transparency Portal; and

WHEREAS, Lacey Loftin Consulting, LLC will liaison with the Mississippi Department of Health and report to the Mayor's Taskforce with regard to any ongoing pandemic updates for the City of Jackson; and

WHEREAS, Lacey Loftin Consulting, LLC will serve as the JPD Project Manager for the migration of Cisco data; and

WHEREAS, Lacey Loftin Consulting, LLC will serve as data liaison between the various law enforcement agencies that participate in the Mayor's Crime Summit; and

Agenda Item No. 14
Agenda Date: May 24, 2022
(Wright, Lumumba)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an agreement with Lacey Loftin Consulting, LLC for data science services in FY 2022-2023 with options for annual services renewal through FY 2024-2025 at the rate of \$75,000; and

IT IS HEREBY ORDERED that the Mayor be authorized to execute an agreement with Lacey Loftin Consulting, LLC to provide professional services and assistance with the City of Jackson's transition to all open and internal data management systems.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, AS DATA SCIENTIST FOR THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

5/19/22

DATE

OFFICE OF THE CITY ATTORNEY

**DATA SCIENTIST
CONSULTING SERVICES AGREEMENT**

This Data Science Consulting Services Agreement (the "Agreement"), is made as of the ____ Day of May 2022 (the "Effective Date") to the ____ day of May 2023 (12 Months) by and between **The City of Jackson** (hereinafter the "COJ") and **Lacey Loftin Consulting, LLC** with an address of 1443 Kimwood Dr. Jackson, MS 39211 (hereinafter "Contractor").

WHEREAS, the COJ and Contractor do hereby, agree to enter into an independent contractor relationship whereby Contractor will provide certain Data Science Consulting services to the COJ in accordance with terms, conditions, and compensation stated in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term; Termination.** This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted for a period of twelve (12) months with the option to extend this Agreement an additional twenty-four (24) months under the same terms and conditions. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than (30) thirty days prior to the intended termination date, provided however that in such event, the Contractor agrees to act in good faith to assist the COJ with the orderly conclusion of any active and on-going assignments.
2. **Compensation.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and conditions in an amount not to exceed seventy-five thousand dollars (\$75,000) annually.

2a. Scope of Work.

JPD	<ol style="list-style-type: none">1. Support of implementation and deployment of software utilized for patrol and investigations2. Problem-solving any reporting system3. Working alongside federal and University partners to utilize JPD's data for greater cooperation and communications4. Report creation as necessary5. Assist and develop data products that for increased JPD
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	<p>efficiency</p>
Budget	<ol style="list-style-type: none"> 1. Integrate and manage the Open Gov Portal with Munis 2. Validation of data for 2020-2025 transactions and budget amounts 3. Identify reports for public consumption 4. Train staff and citizens on Open Gov platform report creation
Transparency Portal	<ol style="list-style-type: none"> 1. Management of deployment and content of the transparency portal 2. Identify data needed to support portal queries 3. Map and chart data as data is updated by various departments
Public Relations	<ol style="list-style-type: none"> 1. Supporting the Office of Communications with necessary data analysis for press releases and conferences

3. **Independent Contractor.** The Parties agree that the legal relationship of Contractor 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 respect whatsoever. Additionally, the COJ shall have no obligation to the Contractor 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 shall be and remain the sole responsibility of the Contractor.

4. **Duty of Loyalty to the COJ.** The Parties acknowledge that as an independent contractor, the Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest or detriment to the reputation of the COJ.

5. **No Conflicting Agreement or Obligation.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer

or other entity that would in any way interfere with performance of its duties or its compliance with the terms of this Agreement.

6. **No Improper Use of COJ Data or Information.** Contractor agrees that it will not improperly use or disclose any information it obtained from or in connection with this Agreement, including information obtained from employees or other persons. Contractor agrees to obtain the consent of the COJ prior to disclosing any data or information acquired from or in connection with this Agreement.

7. **Confidentiality AND Treatment of Information.** Contractor understands that it has both a professional and moral obligation to keep any data or information acquired from or in connection with this Agreement confidential and at all times to maintain such information in a safe and secure manner. Contractor agrees that at all times it will hold such information in the strictest confidence and shall use such information only as and to the limited extent necessary and appropriate in connection with its performance of its duties hereunder.

8. **Legal Fees and Expenses.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.

9. **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.

10. **Construction.** 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. Contractor agrees that it has reviewed this Agreement and has had the opportunity to have legal counsel review it.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterparts shall, together, constitute and be one and the same instrument.

Signature page to follow

IN WITNESS WHEREOF, this Data Scientist Consulting Services Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:	CITY OF JACKSON, MS
Lacey Loftin Consulting, LLC Lacey Glencora Loftin	Chokwe Antar Lumumba, Mayor
Print Name: Lacey Loftin	Print Name:
Signature:	Signature:
Date:	Date:

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORRIS AND MCDANIEL INC TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON FIRE DEPARTMENT RECRUIT APPLICANTS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature]

Catoria P. Martin, City Attorney

[Handwritten signature]

Carrie Johnson, Deputy City Attorney

[Handwritten date]

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIEL, INC. TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON FIRE DEPARTMENT RECRUIT APPLICANTS

WHEREAS, the Jackson Fire Department has vacancies for the position of Fire Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Fire Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Fire Department and the Department of Human Resources on April 12, 2018 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations;

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Fire Department Training Academy;

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel, Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests;

WHEREAS, Morris and McDaniel, Inc., have agreed to provide the online entry level examination at a cost of \$30.00 per applicant and psychological evaluations at the rate of \$230.00 per applicant with a not to exceed amount of \$175,000.00;

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested;

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

Agenda Item No. 15
Agenda Date: May 24, 2022
(Martin, Lumumba)

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against nay worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc., obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000 for general aggregate project and products liability and \$1,000,0000 for personal and advertising injury;

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc., relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris and McDaniels, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., , or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default can't be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default can't be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience;

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$30.00 per applicant may be paid for the entry level online testing and the sum of \$230.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$175,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Toya Martin, Deputy Director
Human Resources Department

DATE: April 26, 2022

RE: ***PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF JACKSON AND Morris & McDaniel, Inc.
Morris and McDaniel, Inc., Morris and McDaniels, Inc., Morris and McDaniel, Inc.,***

Attached is a Professional Service Agreement between the City of Jackson and Morris & McDaniel, Inc. for the development, administration, and implementation of online testing and psychological evaluations for the Jackson Fire Recruit candidates. We are recommending and requesting your approval based on the following:

1. Morris & McDaniel, Inc. has extensive experience in developing and conducting valid assessment centers, which is exhibited by a notable client listing, including fire and Fire departments of equal demographics and statistical diversification.
2. The cost associated with Morris & McDaniel, Inc. conducting the online testing and psychological testing is within the Fire Department's projected budgetary allowance.
3. Morris & McDaniel, Inc., has an office located in Jackson, MS, which allows for continuous interaction with the Department of Human Resources, Office of the City Attorney, Civil Service Commission, and the Jackson Fire Department.
4. Morris & McDaniel, Inc. agreement has been reviewed, from a legal standpoint, and has received approval from the City Attorney's Office.

Furthermore, Dr. David M. Morris and his associates have many years of experience in developing entry level examinations and psychological evaluations and have developed them for other cities. The City has a good working relationship with Morris & McDaniel, Inc. and they have agreed to perform the services.

/tm

**CONTRACT FOR CONSULTANT
SERVICES BETWEEN CITY JACKSON,
MISSISSIPPI AND MORRIS & MCDANIEL,
INC.**

This Contract for Consultant Services (the "Contract") is made and entered into this the
Day of _____ 2022, by and between the City of Jackson, a municipal corporation of the
State of Mississippi, (the "City") and **MORRIS AND MCDANIEL, INC.**, a Mississippi Corporation
("Consultant").

RECITALS

WHEREAS, the City seeks to develop, validate, administer, and implement testing and psychological evaluation process for entry level candidates seeking admission into the Jackson Fire Department training program within the City of Jackson Fire Department, which processes and services will be comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services and psychological evaluation services necessary to assist the City in developing, validating, administering, and implementing such a program for selection of entry level candidates; and

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

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

**ARTICLE I
PROJECT AND SCOPE OF SERVICES**

1.01 **Project Description.** The City hereby retains the Consultant to develop, validate, implement, and administer a testing process and psychological evaluation procedure for applicants seeking admission into the City of Jackson Fire Department training program for entry level officers as described in more detail later in this contract.

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

1.03 **Compliance with Laws and Professional Standards.** The methodologies, testing, assessments, services and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection on Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing (e) any other applicable laws, rules, Regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and no legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above. The personnel assigned by the

Consultant to carry out this contract shall use their best professional judgment and use the standard that most accurately reflects the current state of psychological testing requirements

1.04 **Scope of Services.** The Consultant will provide entry level testing of applicants using proctored internet on-line testing according to, Consultant shall establish protocols and will also provide individual psychological screening of candidates designated by the Fire Department.

ARTICLE I TERMS OF AGREEMENT GENERALLY

2.01 **Compensation.** In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the sum \$30.00 for each candidate who takes the on-line entry level tests and \$230.00 for each candidate who then undergoes the psychological evaluation. In addition, should the City request an on-site visit to the testing premises for purposes of setting up and maintaining the on-line testing system, the City agrees to pay the Consultant the sum of \$250.00 for each such visit and shall not exceed a total amount of \$175,000.00 annually.

2.02 **Payment.** Consultant will invoice monthly with payment due within thirty (30) days of invoice date.

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

2.04 **Term of Contract:** The term of this Contract shall begin upon the execution date referenced above and will terminate upon the expiration of one year unless earlier termination occurs pursuant to Section 5.0 1 and 5.02. ALL parties must be in agreement, extend the term for such additional years as they may mutually agree upon.

ARTICLE INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 **Hold Harmless:** With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the city.

3.02 **Insurance Requirements.**

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

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

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

(ii) Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Fom1 Property Damage Liability coverage.

Commercial General Liability Insurance; **MINIMUM LIMITS** of:

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

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

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

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

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

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

**ARTICLE IV
INTEREST OF PARTIES**

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

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

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

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

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

**ARTICLE V
TERMINATION AND DEFAULT**

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

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

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

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

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

5.02 Termination for Convenience. Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notices designating the termination date, with the stipulation that the City pay to the Consultant on the effective date of termination any amounts owed but unpaid for testing and psychological evaluations completed prior to the designated termination date. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 Performance. In addition to any default arising under the provisions of Paragraph 5.01; the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts
- (b) Preparation and timely submission of the required reports to City.
- (c) Meet minimum activity Levels

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

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

5.06 Waiver. No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure, or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of

compensation then or thereafter accrued shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment there of or acquiescence therein. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy

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

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

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner and in accordance with the proposed schedule which shall be agreed to by the parties and incorporated into the terms of this agreement.

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

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

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

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

6.07 **Integration.** This agreement contains the complete statement of all the agreements and understandings between the parties with respect to its subject matter and cannot be changed or terminated orally. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced.

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

6.09 **Notices.** Any notice required or permitted hereunder shall be in writing and shall be sent

by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt/or certified mail as evidence of the mailing date.

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

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

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

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

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

In witness whereof the parties have executed this agreement on the date above written.

City of Jackson

Morris & McDaniel, Inc.

Chokwe Antar Lumumba, Mayor

Dr. David M. Morris

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORRIS AND MCDANIEL INC TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON POLICE DEPARTMENT RECRUIT APPLICANTS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature]

Caloria P. Martin, City Attorney

[Handwritten signature]

Carrie Johnson, Deputy City Attorney

[Handwritten date]

Date

OFFICE OF THE CLERK
CITY OF JACKSON

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON POLICE DEPARTMENT RECRUIT APPLICANTS

WHEREAS, the Jackson Police Department has vacancies for the position of Police Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Police Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Police Department and the Department of Human Resources on February 11, 2021 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations;

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Police Department Training Academy;

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests;

WHEREAS, Morris and McDaniel, Inc., have agreed to provide the online entry level examination at a cost of \$25.00 per applicant and psychological evaluations at the rate of \$230.00 per applicant with a not to exceed amount of \$20,000.00;

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested;

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

Agenda Item No. 16
Agenda Date: May 24, 2022
(Martin, Lumumba)

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against nay worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc., obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000 for general aggregate project and products liability and \$1,000,000 for personal and advertising injury;

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc., relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris McDaniel, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default can't be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default can't be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience;

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$25.00 per applicant may be paid for the entry level online testing and the sum of \$230.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$20,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

M E M O R A N D U M

TO: Mayor Chokwe Antar Lumumba

FROM: Toya Martin, Deputy Director
Human Resources Department

DATE: April 26, 2022

RE: ***PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF JACKSON AND Morris & McDaniel, Inc.
Morris and McDaniel, Inc., Morris and McDaniel, Inc.,***

Attached is a Professional Service Agreement between the City of Jackson and Morris & McDaniel, Inc. for the development, administration, and implementation of online testing and psychological evaluations for the Jackson Police Recruit candidates. We are recommending and requesting your approval based on the following:

1. Morris & McDaniel, Inc. has extensive experience in developing and conducting valid assessment centers, which is exhibited by a notable client listing, including fire and police departments of equal demographics and statistical diversification.
2. The cost associated with Morris & McDaniel, Inc. conducting the online testing and psychological testing is within the Police Department's projected budgetary allowance.
3. Morris & McDaniel, Inc., has an office located in Jackson, MS, which allows for continuous interaction with the Department of Human Resources, Office of the City Attorney, Civil Service Commission, and the Jackson Fire Department.
4. Morris & McDaniel, Inc. agreement has been reviewed, from a legal standpoint, and has received approval from the City Attorney's Office.

Furthermore, Dr. David M. Morris and his associates have many years of experience in developing entry level examinations and psychological evaluations and have developed them for other cities. The City has a good working relationship with Morris & McDaniel, Inc. and they have agreed to perform the services.

/tm

**CONTRACT FOR CONSULTANT
SERVICES BETWEEN CITY JACKSON,
MISSISSIPPI AND MORRIS & MCDANIEL,
INC.**

This Contract for Consultant Services (the "Contract") is made and entered into this the
Day of _____ 2022, by and between the City of Jackson, a municipal corporation of the
State of Mississippi, (the "City") and MORRIS AND MCDANIEL, INC., a Mississippi Corporation
("Consultant").

RECITALS

WHEREAS, the City seeks to develop, validate, administer, and implement testing and psychological evaluation process for entry level candidates seeking admission into the Jackson Police Department training program within the City of Jackson Police Department, which processes and services will be comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services and psychological evaluation services necessary to assist the City in developing, validating, administering, and implementing such a program for selection of entry level candidates; and

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

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

**ARTICLE I
PROJECT AND SCOPE OF SERVICES**

1.01 **Project Description**. The City hereby retains the Consultant to develop, validate, implement, and administer a testing process and psychological evaluation procedure for applicants seeking admission into the City of Jackson Police Department training program for entry level officers as described in more detail later in this contract.

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

1.03 **Compliance with Laws and Professional Standards**. The methodologies, testing, assessments, services and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection on Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing; (e) any other applicable laws, rules, Regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and no legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above. The personnel assigned by the

Consultant to carry out this contract shall use their best professional judgment and use the standard that most accurately reflects the current state of psychological testing requirements

1.04 **Scope of Services.** The Consultant will provide entry level testing of applicants using proctored internet on-line testing according to, Consultant shall establish protocols and will also provide individual psychological screening of candidates designated by the Police Department.

ARTICLE I TERMS OF AGREEMENT GENERALLY

2.01 **Compensation.** In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the sum \$25.00 for each candidate who takes the on-line entry level tests and \$230.00 for each candidate who then undergoes the psychological evaluation. In addition, should the City request an on-site visit to the testing premises for purposes of setting up and maintaining the on-line testing system, the City agrees to pay the Consultant the sum of \$250.00 for each such visit and shall not exceed a total amount of \$20,000.00 annually.

2.02 **Payment.** Consultant will invoice monthly with payment due within thirty (30) days of invoice date.

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

2.04 **Term of Contract:** The term of this Contract shall begin upon the execution date referenced above and will terminate upon the expiration of one year unless earlier termination occurs pursuant to Section 5.0 1 and 5 02. ALL parties must be in agreement, extend the term for such additional years as they may mutually agree upon.

ARTICLE INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 **Hold Harmless:** With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the city.

3.02 **Insurance Requirements.**

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

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

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

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

Commercial General Liability Insurance; **MINIMUM LIMITS** of:

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

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

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

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

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

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

**ARTICLE IV
INTEREST OF PARTIES**

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

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

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

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

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

**ARTICLE V
TERMINATION AND DEFAULT**

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

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

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

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

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

5.02 **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notices designating the termination date, with the stipulation that the City pay to the Consultant on the effective date of termination any amounts owed but unpaid for testing and psychological evaluations completed prior to the designated termination date. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 **Performance.** In addition to any default arising under the provisions of Paragraph 5.01; the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts
- (b) Preparation and timely submission of the required reports to City.
- (c) Meet minimum activity Levels

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

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

5.06 **Waiver.** No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure, or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of

compensation then or thereafter accrued shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment there of or acquiescence therein. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy

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

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

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner and in accordance with the proposed schedule which shall be agreed to by the parties and incorporated into the terms of this agreement.

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

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

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

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

6.07 **Integration.** This agreement contains the complete statement of all the agreements and understandings between the parties with respect to its subject matter and cannot be changed or terminated orally. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced.

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

6.09 **Notices.** Any notice required or permitted hereunder shall be in writing and shall be sent

by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt/or certified mail as evidence of the mailing date.

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

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

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

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

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

In witness whereof the parties have executed this agreement on the date above written.

City of Jackson

Morris & McDaniel, Inc.

Chokwe Antar Lumumba

David M. Morris, Ph.D., J.D. / President

City of Jackson

By Chokwe Antar Lumumba

APPROVED BY THE CITY COUNCIL
MAY 24 2022
CITY CLERK: JIM BORNHEIM

ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (WARD 1)

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, pursuant to Section 102-40, 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, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

WHEREAS, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

IT IS, THEREFORE, ORDERED that Quik Trip is hereby granted a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it is 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.

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.

Agenda Item No. 17
Agenda Date: May 24, 2022
(Hillman, Lumumba)

Date: _____
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/29/2022
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.	
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	6010 I-55 N (Ward 1)	
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 ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director
Department of Planning & Development

DATE: March 29, 2022

RE: Sign Variance

Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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 QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda

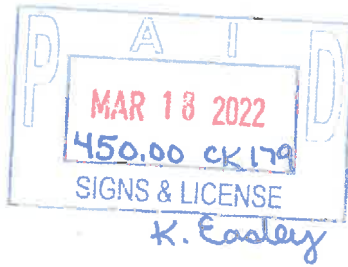


Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 



DATE



FOR OFFICE USE ONLY
CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

II. Purpose for requested Sign Variance: (Brief Description)

To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:

None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3

If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip

Mailing Address: 952 Old Peachtree Road NW

City: Lawrenceville State: GA Zip: 30043

Contact Phone: 770-325-6722 Fax: _____

Email: EBikas@QuikTrip.com

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Eric Bikas
Mailing Address: 952 Old Peachtree Road NW
City: Lawrenceville State: GA Zip: 30043
Contact Phone: 770-325-6722 Fax: _____
Email: EBikas@QuikTrip.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Hannah Investments LLC
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,
City: Santa Rosa Beach State: FL Zip: 32459
Email: LBRADSMITH@ROYALNISSAN.COM

FL
32459

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

_____ Variance(s) \$450.00

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.

Hannah Investments LLC 

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

6010 I 65 N Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF ~~MISSISSIPPI~~ FL
COUNTY OF ~~HINDS~~ Walton

Personally came and appeared before me, the within named:


Marique Martin Smith

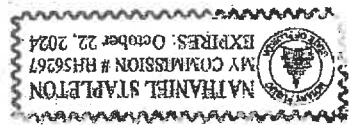
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21
Day of Feb., 2022.

MY COMMISSION EXPIRES:

10/22/2024


NOTARY PUBLIC





QuikTrip.
CORPORATE OFFICE
4705 South 129th East Avenue
Tulsa, Oklahoma 74134-7008
P.O. Box 3475
Tulsa, Oklahoma 74101-3475
918-615-7700

City of Jackson Zoning Dept.
219 S. President St.
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

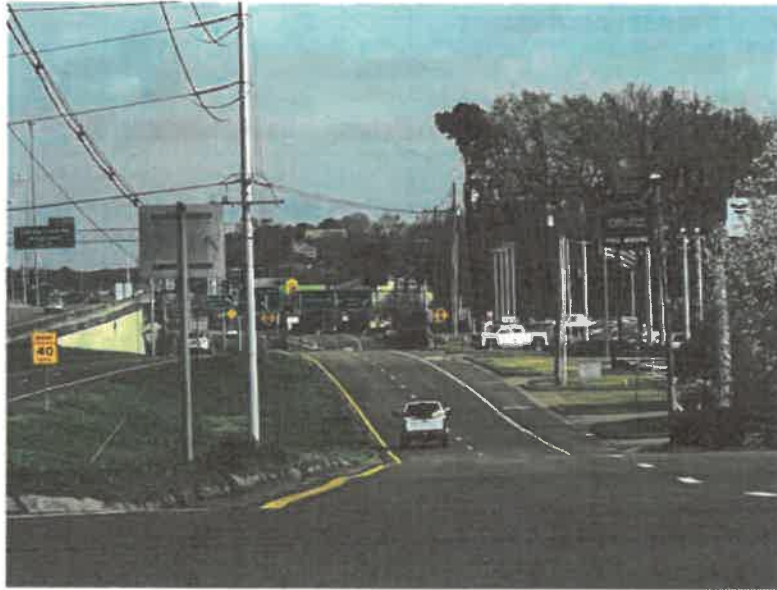
As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.

Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side



Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip side is even more off-grade and obscured from the tall

trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.

- 3. These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

- 4. Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



Photograph of high-rise Exxon sign at Northside Drive exit—just two exits from the planned QuikTrip

This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



**Dillon King on behalf of:
Eric Bikas | Real Estate Project Manager
952 Old Peachtree Rd. NW
Lawrenceville, GA 30043
ebikas@quiktrip.com
Office: (770) 325.6722
Mobile: (864) 982.0046**

STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority, in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Wallin
Notary Public

My Commission Expires:

6-17-2025


THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

April 5, 2022

Quik Trip
Eric Bikas
952 Old Peachtree Road NW
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

The staff's recommendation, to the City Council, will be for denial 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



**CITY OF JACKSON
ZONING DIVISION**

Date 4-8-22

Zone C-3

Approved By JM

Note _____

RECEIVED

APR - 8 2022

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**

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Bright Lite Signs</u>		Business Name <u>QuikTrip #7248</u>	
Address <u>1683 Double Springs Church</u>		Business Address <u>6010 I-55 Frontage Rd N,</u>	
City <u>Road Monroe GA 30656</u>		Jackson, MS 39211	
Phone <u>770-207-0888</u>		Owner's Name <u>Eric Bikas/ QuikTrip Corporation</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone <u>770-325-6722</u>	
City of Jackson Privilege License # _____		Privilege License # <u>TBD</u>	
GROUND-MOUNTED:	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>65'</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>65'</u>	Length _____	UL# <u>UL 48</u>	
Length <u>8'</u>	Square Footage _____	Sign Material Type: <u>Steel Post</u>	
Square Footage <u>173.7</u>	Wall Area _____	Aluminum Frame	
Wind Pressure <u>TBD by engineering</u>		Plastic Inserts	
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: <u>C-3</u>	
<u>QT, Kitchens, Unleaded, Diesel,</u>		Date Inspected: _____	
<u>Guaranteed Gasoline</u>		APPROVED <input type="checkbox"/>	
<u>Numbers for Gasoline price and Diesel</u>		DISAPPROVED <input type="checkbox"/>	
<u>price</u>			
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <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.

[Signature]
Applicant's Signature

2/16/22
Date

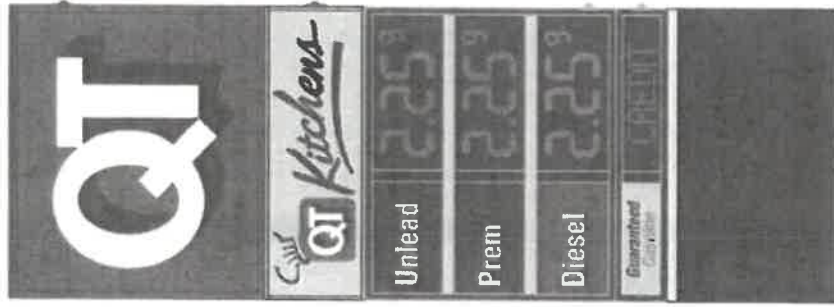
Sign and License Division Manager

Lower sign SF Breakdown

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION



25.93 SF Sign Area

10.23 SF Sign Area

25.47 SF Sign Area

5.34 SF Sign Area

Same SF if 2 product or 3 product is required



RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION

SURVEY LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the aforesaid Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.95 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 89 degrees 10 minutes 01 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point marking the new Right of Way of Interstate Highway 55, said point being Station 425+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 31-0035-2(85) Hinds & Madison County, dated November 07, 1981, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 123.27 feet to a found 1/2 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.65 feet to a found 1/2 inch rebar; thence run South 00 degrees 49 minutes 38 seconds West for a distance of 208.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point lying on the Northern Right of Way of Adkins Boulevard (R.O.W. Varitas), said point lying on a curve to the left, said curve having a radius of 607.97 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 46 seconds West, and a chord distance of 52.45 feet; thence run along the arc of said curve and along said Adkins Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges P5-3130, said point being P.C. Station 41+84.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way; thence leaving said Adkins Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+60.89 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 49 minutes 59 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.

OFFICE OF THE CITY ATTORNEY
5/24/22
K. Hillman

ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (WARD 1)

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, pursuant to Section 102-40, 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, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

WHEREAS, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

IT IS, THEREFORE, ORDERED that Quik Trip is hereby denied a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, 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 No. 18
Agenda Date: May 24, 2022
(Hillman, Lumumba)

IT IS FURTHER 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.

Item # _____

Date: _____

By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/29/2022
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.	
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	6010 I-55 N (Ward 1)	
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 ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director
JH Department of Planning & Development

DATE: March 29, 2022

RE: Sign Variance

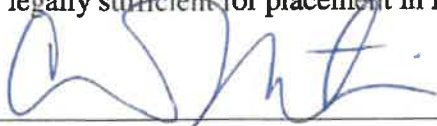
Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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 QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney A.M.

4/6/22

DATE

OFFICE OF THE CITY ATTORNEY
4/1/22 S.M.

P A I D
MAR 18 2022
450.00 CK 179
SIGNS & LICENSE
K. Easley

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

II. Purpose for requested Sign Variance: (Brief Description)
To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:
None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip
Mailing Address: 952 Old Peachtree Road NW
City: Lawrenceville State: GA Zip: 30043
Contact Phone: 770-325-6722 Fax: _____
Email: EBikas@QuikTrip.com

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Eric Bikas
Mailing Address: 952 Old Peachtree Road NW
City: Lawrenceville State: GA Zip: 30043
Contact Phone: 770-325-6722 Fax: _____
Email: EBikas@QuikTrip.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Hannah Investments LLC
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,
City: Santa Rosa Beach State: FL Zip: 32459
Email: LBRADSMITH@ROYALNISSAN.COM

FL
32459

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

_____ Variance(s) \$450.00

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.

Hannah Investments LLC

[Handwritten Signature]

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

6010 I 55 N

Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF MISSISSIPPI FL
COUNTY OF HINDS Walton

Personally came and appeared before me, the within named:

[Handwritten Signature: Marique Martin Smith]

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.

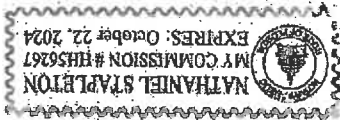
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21

Day of Feb., 2022

MY COMMISSION EXPIRES:

10/22/2024

[Handwritten Signature]
NOTARY PUBLIC





QuikTrip
CORPORATE OFFICE
4705 South 129th East Avenue
Tulsa, Oklahoma 74134-7008
P.O. Box 3475
Tulsa, Oklahoma 74101-3475
918-615-7700

City of Jackson Zoning Dept.
219 S. President St.
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

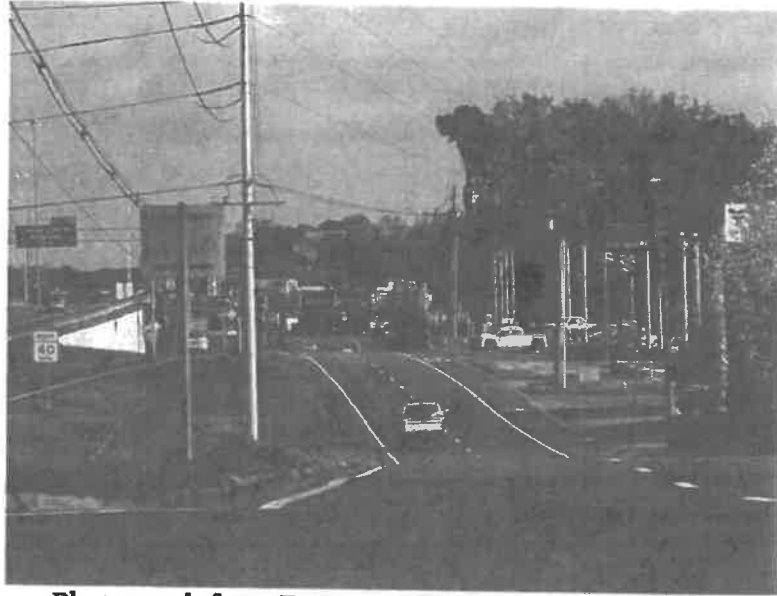
As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.

Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side



Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip site is even more off-grade and obscured from the tall

trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

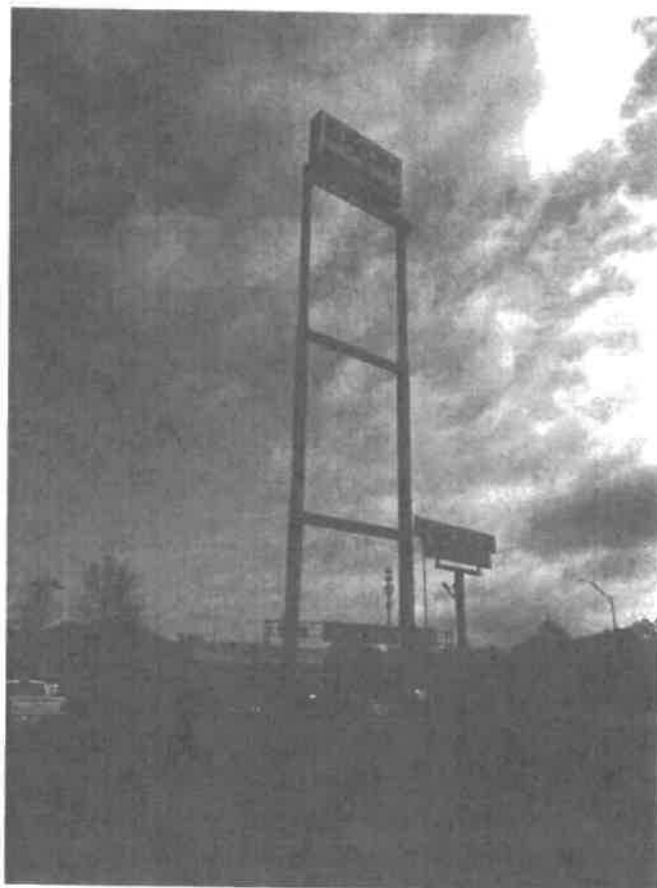
This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.

3. **These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

4. **Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



*Photograph of high-rise Exxon sign
at Northside Drive exit—just two exits from the planned QuikTrip*

This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



Dillon King on behalf of:
Eric Bikas | Real Estate Project Manager
952 Old Peachtree Rd. NW
Lawrenceville, GA 30043
ebikas@quiktrip.com
Office: (770) 325.6722
Mobile: (864) 982.0046

STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Wallin
Notary Public

My Commission Expires:

6-17-2025

THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT

April 5, 2022

Quik Trip
Eric Bikas
952 Old Peachtree Road NW
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

The staff's recommendation, to the City Council, will be for denial 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



CITY OF JACKSON ZONING DIVISION

Date 4-8-22
Zone C-3
Approved By JM
Note

RECEIVED

APR - 8 2022

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

DATE RECEIVED IN OFFICE:

Form with sections: CONTRACTOR/ERECTOR, LOCATION/ADDRESS OF SIGN, GROUND-MOUNTED, BUILDING-MOUNTED, TYPE OF LIGHTING, WORDING ON SIGN(S), ZONING CLASS, Date Inspected, APPROVED/DISAPPROVED checkboxes, Temporary Banner, Plot Drawings, Sign Drawings checkboxes.

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.

[Handwritten Signature]

2/16/22

Applicant's Signature

Date

Sign and License Division Manager

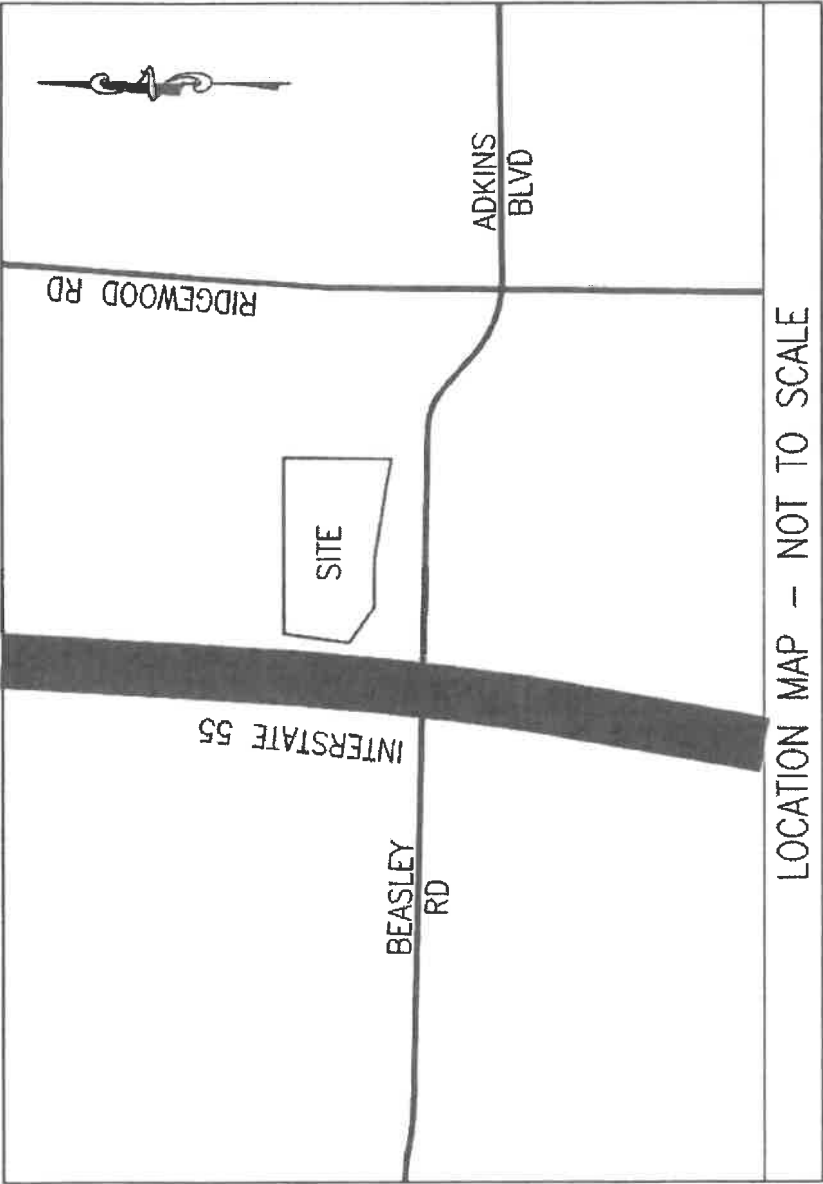


SURVEY LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the aforesaid Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.96 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 88 degrees 10 minutes 01 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point marking the new Right of Way of Interstate Highway 55, said point being Station 425+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 51-0055-2(85) Hinds & Madison County, dated November 07, 1981, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 128.27 feet to a found 1/2 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.65 feet to a found 1/2 inch rebar; thence run South 00 degrees 49 minutes 18 seconds West for a distance of 200.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point lying on the Northern Right of Way of Adkins Boulevard (R.O.W. Varies), said point lying on a curve to the left, said curve having a radius of 607.97 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 46 seconds West, and a chord distance of 52.45 feet; thence run along the arc of said curve and along said Adkins Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges PS-3130, said point being P.C. Station 41+84.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way; thence leaving said Adkins Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+60.89 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 49 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.





**ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC,
FOR THE COLONIAL CIRCLE (CLUBVIEW DRIVE TO STANTON
STREET) REPAIR PROJECT (WARD 1)**

OFFICE OF THE CITY ATTORNEY
5/24/2022

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Colonial Circle (Clubview Drive to Stanton Street); and

WHEREAS, the bid received from GCW Pavement Services, LLC, in an amount not to exceed \$43,015.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of GCW Pavement Services, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of GCW Pavement Services, LLC, in an amount not to exceed \$43,015.00, is accepted as the lowest and best bid for the Colonial Circle (Clubview Drive to Stanton Street) Repair Project consistent with the bid solicitation.

Agenda Item No. 20
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2022

DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE COLONIAL CIRCLE (CLUBVIEW DRIVE TO STANTON STREET) REPAIR PROJECT (WARD 1)					
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 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 					
3.	Who will be affected	All Resident on Colonial Circle					
4.	Benefits	Street Infrastructure					
5.	Schedule (beginning date)	Scheduled date following City Council Approval					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	This project is located in Ward 1					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Infrastructure Management Division					
8.	COST	\$43,015.00					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.24.6320					
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 _____



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 4, 2022

Agenda Item: **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC INC. FOR THE COLONIAL CIRCLE (CLUBVIEW DRIVE TO STANTON STREET) REPAIR PROJECT (WARD 1)**

Item #: N/A
Council Meeting: Regular Council Meeting, May 10, 2022
Consultant/Contractor: GCW Pavement Services, LLC

Purpose: To repair the street on Colonial Circle (Clubview Drive to Stanton Street).

Cost: \$43,015.00

Project/Contract Type: **Repair Contract: Colonial Circle Street Repair Project.**

Funding Source: **General Fund - 001.451.24.6320**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Tony Howard**

Background: Contractor shall provide all materials, equipment, and labor necessary to repair the street on Colonial Circle.

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

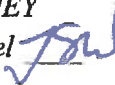
OFFICE OF THE CITY ATTORNEY
2022

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE COLONIAL CIRCLE (CLUBVIEW DRIVE TO STANTON STREET) REPAIR PROJECT (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

DATE



Proposal and Contract



Pavement Services, LLC
Specialize in Asphalt Overlaying & Striping
Over 25 Years' Experience

Asphalt Patching
Sealcoating

Proposal Submitted To: City of Jackson	Phone: 601-720-2611	Date: 04/04/2022
Street: 219 S. President Street	Job Name: Colonial Circle from the triangle to 4 way stop at Stanton Street Ward 1	
City: Jackson, MS 39201	Job Location: Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: Sweep debris off streets and overlay with Type (2) Surface Course Asphalt mix 1½" thick. Layout and stripe speed hump with white thermoplastic.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$43,015.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$43,015.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to as late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature *General Williams*

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.

Franklin Paving, Inc.

Jackson, MS 39204
 Work # 601-922-9903
 Fax # 601-922-9811

Date	Estimate #
3/29/2022	3502

Name / Address				
City of Jackson P.O. Box 22708 Jackson, MS 39225				
Fax #	Rep	Location	Job	Contact
	CF	Jackson, Ms	Colonial Circle- Triangle to 4 way stop	Tony
Description				Total
The following streets are priced as follows: Franklin Paving will provide asphalt, labor and equipment to: Mill tie-ins at beginning of and end of pavement. Clip edges, sweep and haul off material and pre-level as needed. Tack and overlay with 2" SC-1, Type 2 asphalt. Striping of stop bars depending on quantity of work accepted.; No dig out of failed areas included. No signal loops included. No thermo or paint striping included. Price good till August 2022.				49,740.00
Colonial Avenue - Triangle to 4 way stop at Station Approximately: 3500 SY - Estimated 400 Tons, two speed bumps included. Non-Taxable				0.00
Total				\$49,740.00

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. All material is guaranteed to be as specified. All work to be completed in all workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen Compensation Insurance.

Signature: _____

Date of Acceptance: _____

- ** Work will not start until Proposal is signed and received. Certificate of Insurance will follow.
- ** This Proposal may be withdrawn by us if not accepted within 30 days**
- ** If Accepted payment is due Net 10 days **

**ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC,
FOR THE HOLMES AVENUE (WOODROW WILSON AVENUE TO
MEDGAR EVERS BOULEVARD) REPAIR PROJECT (WARD 3)**

OFFICE OF THE CITY ATTORNEY
5-2022
SJ

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Holmes Avenue (Woodrow Wilson Avenue to Medgar Evers Boulevard); and

WHEREAS, the bid received from GCW Pavement Services, LLC, in an amount not to exceed \$37,349.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of GCW Pavement Services, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of GCW Pavement Services, LLC, in an amount not to exceed \$37,349.00, is accepted as the lowest and best bid for the Holmes Avenue (Woodrow Wilson to Medgar Evers Boulevard) Repair Project consistent with the bid solicitation.

Agenda Item No. 21
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2022

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE HOLMES AVENUE (WOODROW WILSON AVENUE TO MEDGAR EVERS BOULEVARD) REPAIR PROJECT (WARD 3)																																													
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 	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3.	Who will be affected	All Resident on Holmes Avenue																																													
4.	Benefits	Street Infrastructure																																													
5.	Schedule (beginning date)	Scheduled date following City Council Approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	This project is located in Ward 3																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Infrastructure Management Division																																													
8.	COST	\$37,349.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.24.6320																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 4, 2022

Agenda Item: **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE HOLMES AVENUE (WOODROW WILSON AVENUE TO MEDGAR EVERS BOULEVARD) REPAIR PROJECT (WARD 3)**

Item #: N/A
Council Meeting: Regular Council Meeting, May 10, 2022
Consultant/Contractor: GCW Pavement Services, LLC

Purpose: To repair the street on Holmes Avenue (Woodrow Wilson Avenue to Medgar Evers Boulevard).

Cost: \$37,349.00

Project/Contract Type: **Repair Contract: Holmes Avenue Street Repair Project.**

Funding Source: **General Fund - 001.451.24.6320**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Tony Howard**

Background: Contractor shall provide all materials, equipment, and labor necessary to repair the street on Holmes Avenue.


Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
5/4/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE HOLMES AVENUE (WOODROW WILSON AVENUE TO MEDGAR EVERS BOULEVARD) REPAIR PROJECT (WARD 3)** is legally sufficient for placement in NOVUS Agenda.

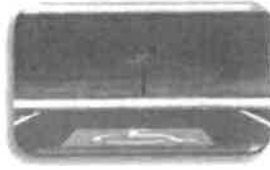


Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

5/4/22

DATE



Proposal and Contract



Pavement Services, LLC
Specialize in Asphalt Overlaying & Striping
Over 25 Years' Experience

Asphalt Patching
Sealcoating

Proposal Submitted To: City of Jackson	Phone: 601-720-2611	Date: 04/04/2022
Street: 219 S. President Street	Job Name: Holmes Ave from Woodrow Wilson Ave. to Medgar Evers Blvd. Ward 3	
City: Jackson, MS 39201	Job Location: Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: Sweep debris off streets and overlay with Type (2) Surface Course Asphalt mix 1½" thick.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$37,349.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$37,349.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to as late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature *General Williams*

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.

Franklin Paving, Inc.

Jackson, MS 39204
 Work # 601-922-9903
 Fax # 601-922-9811

Date	Estimate #
3/30/2022	3510

Name / Address
City of Jackson P.O. Box 22708 Jackson, MS 39225

Fax #	Rep	Location	Job	Contact
	CF	Jackson		Tony
Description				Total
The following streets are priced as follows: Franklin Paving will provide asphalt, labor and equipment to: Mill tie-ins at beginning of and end of pavement. Clip edges, sweep and haul off material and pre-level as needed. Tack and overlay with 2" SC-1, Type 2 asphalt. Striping of stop bars depending on quantity of work accepted. No dig out of failed areas included. No signal loops included. No thermo or paint striping included. Price good till August 2022				40,992.00
Holmes Avenue - Woodrow Wilson to Medgar Evers Approximately: 2867SY - Estimated 330 Tons, 8 Tons pre-level Non-Taxable				0.00
Total				\$40,992.00

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. All material is guaranteed to be as specified. All work to be completed in all workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen Compensation Insurance.

Signature: _____
 Date of Acceptance: _____

- ** Work will not start until Proposal is signed and received. Certificate of Insurance will follow.
- ** This Proposal may be withdrawn by us if not accepted withing 30 days**
- ** If Accepted payment is due Net 10 days **



FRANPAV-01

COAVIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Insurance Group, LLC 548 Keyway Drive Flowood, MS 39232	CONTACT NAME: Cindy Davis	
	PHONE (A/C, No, Ext): (601) 932-5700 FAX (A/C, No): (601) 932-9795	
	E-MAIL ADDRESS: cdavis@sigins.com	
INSURED Franklin Paving, Inc. P O Box 56209 Jackson, MS 39284	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Columbia Mutual Insurance Company	40371
	INSURER B: Columbia National Insurance Company	19640
	INSURER C: AmFed Casualty Insurance Company	11963
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CTPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAPMS0000072180	8/27/2021	8/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1216004999	8/27/2021	8/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF: All Jobs

CERTIFICATE HOLDER

City of Jackson
219 S. President Street
Jackson, MS 39215

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Davis

**ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES LLC,
FOR THE TREEHAVEN DRIVE (TERRY ROAD TO 200 BLOCK OF
TREEHAVEN DRIVE) REPAIR PROJECT (WARD 6)**

OFFICE OF THE CITY ATTORNEY
5-24-2022

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Treehaven Drive (Terry Road to 200 block of Treehaven Drive); and

WHEREAS, the bid received from GCW Pavement Services, LLC, in an amount not to exceed \$43,145.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of GCW Pavement Services, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of GCW Pavement Services, LLC, in an amount not to exceed \$43,145.00, is accepted as the lowest and best bid for the Treehaven Drive (Terry Road to 200 block of Treehaven Drive) Repair Project consistent with the bid solicitation.

Agenda Item No. 22
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2022

DATE

(as revised 3/6/01)

P O I N T S		C O M M E N T S								
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE TREEHAVEN DRIVE (TERRY ROAD TO 200 BLOCK OF TREEHAVEN DRIVE) REPAIR PROJECT (WARD 6)								
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	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life								
3.	Who will be affected	All Resident on Treehaven Drive								
4.	Benefits	Street Infrastructure								
5.	Schedule (beginning date)	Scheduled date following City Council Approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 6								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project is implemented by the Infrastructure Management Division								
8.	COST	\$43,145.00								
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001.451.24.6320								
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	_____



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 4, 2022

Agenda Item: **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE TREEHAVEN DRIVE (TERRY ROAD TO 200 BLOCK OF TREEHAVEN DRIVE) REPAIR PROJECT (WARD 6)**

Item #: N/A
Council Meeting: Regular Council Meeting, May 10, 2022
Consultant/Contractor: GCW Pavement Services, LLC

Purpose: To repair the street on Treehaven Drive (Terry Road to 200 Block of Treehaven Drive).

Cost: \$43,145.00

Project/Contract Type: **Repair Contract: Treehaven Drive Street Repair Project.**

Funding Source: **General Fund - 001.451.24.6320**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Tony Howard**

Background: Contractor shall provide all materials, equipment, and labor necessary to repair the street on Treehaven Drive.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
5/4/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE TREEHAVEN DRIVE (TERRY ROAD TO 200 BLOCK OF TREEHAVEN DRIVE) REPAIR PROJECT (WARD 6)** is legally sufficient for placement in NOVUS Agenda.

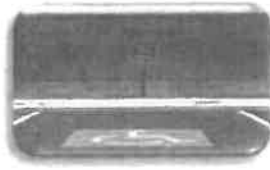


Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* ASW

5/4/22

DATE



Proposal and Contract



Pavement Services, LLC
Specialize in Asphalt Overlaying & Striping
Over 25 Years' Experience

Asphalt Patching
Sealcoating

Proposal Submitted To: City of Jackson	Phone: 601-720-2611	Date: 04/04/2022
Street: 219 S. President Street	Job Name: Treehaven Drive from Terry Road to 200 Treehaven Drive Ward 6	
City: Jackson, MS 39201	Job Location: Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: Sweep debris off streets and overlay with Type (2) Surface Course Asphalt mix 1½" thick. Layout and stripe 3 speed humps with thermoplastic white.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$43,145.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$43,145.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to as late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature *General Williams*

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.

Franklin Paving, Inc.

Jackson, MS 39204
 Work # 601-922-9903
 Fax # 601-922-9811

Date	Estimate #
3/29/2022	3507

Name / Address
City of Jackson P.O. Box 22708 Jackson, MS 39225

Fax #	Rep	Location	Job	Contact
	CF	Jackson, MS	Treehaven Dr - Terry Rd to #200 Treehaven	Tony
Description				Total
The following streets are priced as follows: Franklin Paving will provide asphalt, labor and equipment to: Mill tie-ins at beginning of and end of pavement. Clip edges, sweep and haul off material and pre-level as needed. Striping of stop bars depending on quantity of work accepted; No dig out of failed areas included. No signal loops included. No thermo or paint striping included. Price good till August 2022.				49,989.00
Treehaven Dr - Terry Rd to #200 Treehaven (where 4 lane ends) Approximately: 3150 SY - Estimated 360 tons, 14 Tons pre-level 3 speed bumps included. Non-Taxable				0.00
Total				\$49,989.00

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. All material is guaranteed to be as specified. All work to be completed in all workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen Compensation Insurance.

Signature:

Signature: _____

Date of Acceptance: _____

- ** Work will not start until Proposal is signed and received. Certificate of Insurance will follow.
- ** This Proposal may be withdrawn by us if not accepted within 30 days**
- ** If Accepted payment is due Net 10 days **



FRANPAV-01

CDAVIS

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Insurance Group, LLC 548 Keyway Drive Flowood, MS 39232	CONTACT NAME: Cindy Davis PHONE (A/C, No, Ext): (601) 932-5700 E-MAIL ADDRESS: cdavis@sigins.com	FAX (A/C, No): (601) 932-9795
	INSURER(S) AFFORDING COVERAGE	
INSURED Franklin Paving, Inc. P O Box 59209 Jackson, MS 39284	INSURER A: Columbia Mutual Insurance Company NAIC # 40371	
	INSURER B: Columbia National Insurance Company 19640	
	INSURER C: AmFed Casualty Insurance Company 11963	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CTPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E.L. basis/limit) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAPMS0000072180	8/27/2021	8/27/2022	COMBINED SINGLE LIMIT (E.L. per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1216004999	8/27/2021	8/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: All Jobs

CERTIFICATE HOLDER

City of Jackson
 219 S. President Street
 Jackson, MS 39215

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Davis

**ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE
HORTON AVENUE (FERNWOOD DRIVE TO BRIARWOOD DRIVE)
REPAIR PROJECT (WARD 2)**

OFFICE OF THE CITY ATTORNEY
MAY 24 2022

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Horton Avenue (Fernwood Drive to Briarwood Drive); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$29,616.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$29,616.00, is accepted as the lowest and best bid for the Horton Avenue (Fernwood Drive to Briarwood Drive) Repair Project consistent with the bid solicitation.

Agenda Item No. 23
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2022

DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE HORTON AVENUE (FERNWOOD DRIVE TO BRIARWOOD DRIVE) REPAIR PROJECT (WARD 2)					
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 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 					
3.	Who will be affected	All Resident on Horton Avenue					
4.	Benefits	Street Infrastructure					
5.	Schedule (beginning date)	Scheduled date following City Council Approval					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	This project is located in Ward 2					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Infrastructure Management Division					
8.	COST	\$29,616.00					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.24.6320					
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 ___	



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 4, 2022

Agenda Item: **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE HORTON AVENUE (FERNWOOD DRIVE TO BRIARWOOD DRIVE) REPAIR PROJECT (WARD 2)**

Item #: N/A
Council Meeting: Regular Council Meeting, May 10, 2022
Consultant/Contractor: Franklin Paving, Inc.

Purpose: To repair the street on Horton Avenue (Fernwood Drive to Briarwood Drive).

Cost: \$29,616.00

Project/Contract Type: **Repair Contract: Horton Avenue Street Repair Project.**

Funding Source: **General Fund - 001.451.24.6320**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Tony Howard**

Background: Contractor shall provide all materials, equipment, and labor necessary to repair the street on Horton Avenue.

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
5/4/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE HORTON AVENUE (FERNWOOD DRIVE TO BRIARWOOD DRIVE) REPAIR PROJECT (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

5/4/22

DATE

Franklin Paving, Inc.

Jackson, MS 39204
 Work # 601-922-9903
 Fax # 601-922-9811

Date	Estimate #
3/29/2022	3503

Name / Address
City of Jackson P.O. Box 22708 Jackson, MS 39225

Fax #	Rep	Location	Job	Contact
	CF	Jackson, MS	Horton Avenue - Fernwood to Briarwood	Tony

Description	Total
The following streets are priced as follows: Franklin Paving will provide asphalt, labor and equipment to: Mill tie-ins at beginning of and end of pavement. Clip edges, sweep and haul off material and pre-level as needed. Tack and overlay with 2" SC-1, Type 2 asphalt. Striping of stop bars depending on quantity of work accepted. No dig out of failed areas included. No signal loops included. No thermo or paint striping included. Price good till August 2022.	29,616.00
Horton Avenue - Fernwood to Briarwood Approximately: 2020 SY - Estimated 235 Tons. Non-Taxable	0.00
Total	\$29,616.00

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. All material is guaranteed to be as specified. All work to be completed in all workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen Compensation Insurance.

Signature: _____

Signature: _____

Date of Acceptance: _____

- ** Work will not start until Proposal is signed and received. Certificate of Insurance will follow.
- ** This Proposal may be withdrawn by us if not accepted within 30 days**
- ** If Accepted payment is due Net 10 days **



FRANPAV-01

CDAVIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Insurance Group, LLC 548 Keyway Drive Flowood, MS 39232	CONTACT NAME: Cindy Davis PHONE (A/C, No, Ext): (601) 932-5700 FAX (A/C, No): (601) 932-9795 E-MAIL ADDRESS: cdavis@sigins.com														
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Columbia Mutual Insurance Company</td> <td>40371</td> </tr> <tr> <td>INSURER B: Columbia National Insurance Company</td> <td>19640</td> </tr> <tr> <td>INSURER C: AmFed Casualty Insurance Company</td> <td>11963</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Columbia Mutual Insurance Company	40371	INSURER B: Columbia National Insurance Company	19640	INSURER C: AmFed Casualty Insurance Company	11963	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR	WYD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CTPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAPMS0000072180	8/27/2021	8/27/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC1216004999	8/27/2021	8/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: All Jobs

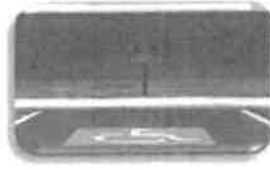
CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
 219 S. President Street
 Jackson, MS 39215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Davis



Proposal and Contract



Pavement Services, LLC
Specialize in Asphalt Overlaying & Striping
Over 25 Years' Experience

Asphalt Patching
Sealcoating

Proposal Submitted To: City of Jackson	Phone: 601-720-2611	Date: 04/04/2022
Street: 219 S. President Street	Job Name: Horton Ave from Fernwood St. to Briarwood Drive Ward 2	
City: Jackson, MS 39201	Job Location: Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: Sweep debris off streets and overlay with Type (2) Surface Course Asphalt mix 1½" thick.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$29,737.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$29,737.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to as late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature General Williams

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.

**ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE
MOORE DRIVE (CAUSEY DRIVE TO DEAD END) REPAIR PROJECT
(WARD 4)**

OFFICE OF THE CITY ATTORNEY
4-2022
[Signature]

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, Inc to supply equipment and labor necessary to repair the street on Moore Drive (Causey Drive to Dead End); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$16,785.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$16,785.00, is accepted as the lowest and best bid for the Moore Drive (Causey Drive to Dead End) Repair Project consistent with the bid solicitation.

Agenda Item No. 24
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2022

DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE MOORE DRIVE (CAUSEY DRIVE TO DEAD END) REPAIR PROJECT (WARD 4)					
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 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 					
3.	Who will be affected	All Resident on Moore Drive					
4.	Benefits	Street Infrastructure					
5.	Schedule (beginning date)	Scheduled date following City Council Approval					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	This project is located in Ward 4					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Infrastructure Management Division					
8.	COST	\$16,785.00					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.24.6320					
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 _____



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 4, 2022

Agenda Item: **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE MOORE DRIVE (CAUSEY DRIVE TO DEAD) REPAIR PROJECT (WARD 4)**

Item #: N/A
Council Meeting: Regular Council Meeting, May 10, 2022
Consultant/Contractor: Franklin Paving, Inc.

Purpose: To repair the street on Moore Drive (Causey Drive to Dead End).

Cost: \$16,785.00

Project/Contract Type: **Repair Contract: Moore Drive Street Repair Project.**

Funding Source: **General Fund - 001.451.24.6320**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Tony Howard**

Background: Contractor shall provide all materials, equipment, and labor necessary to repair the street on Moore Drive.

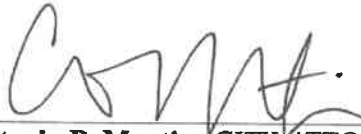
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1709
Facsimile: (601) 960-1710


OFFICE OF THE CITY ATTORNEY
MAY 4 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE MOORE DRIVE (CAUSEY DRIVER TO DEAD END) REPAIR PROJECT (WARD 4)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

5/4/22
DATE

Franklin Paving, Inc.

Jackson, MS 39204
 Work # 601-922-9903
 Fax # 601-922-9811

Date	Estimate #
3/29/2022	3504

Name / Address
City of Jackson P.O. Box 22708 Jackson, MS 39225

Fax #	Rep	Location	Job	Contact
	CF	Jackson, MS	Moore Dr - Causey to end of existing pave	Tony
Description				Total
The following streets are priced as follows: Franklin Paving will provide asphalt, labor and equipment to: Mill tie-ins at beginning of and end of pavement. Clip edges, sweep and haul off material and pre-level as needed. Tack and Overlay with 2" SC-1, Type 2 asphalt. Striping of stop bars depending on quantity of work accepted; No dig out of failed areas included. No signal loops included. No thermo or paint striping included. Price good till August 2022.				16,785.00
Moore Dr - Causey to end of existing pavement Approximately: 837 SY - Estimated - 92 tons, 14 tons pre-level. Non-Taxable				0.00
Total				\$16,785.00

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. All material is guaranteed to be as specified. All work to be completed in all workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen Compensation Insurance.

Signature: _____

Date of Acceptance: _____

- ** Work will not start until Proposal is signed and received. Certificate of Insurance will follow.
- ** This Proposal may be withdrawn by us if not accepted within 30 days**
- ** If Accepted payment is due Net 10 days **



FRANPAV-01

CDAVIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Southern Insurance Group, LLC 548 Keyway Drive Flowood, MS 39232	CONTACT NAME: Cindy Davis PHONE (A/C, No, Ext): (601) 932-3700 FAX (A/C, No): (601) 932-9795 E-MAIL ADDRESS: cdavis@sigins.com														
INSURED Franklin Paving, Inc. P O Box 59209 Jackson, MS 39284	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Columbia Mutual Insurance Company</td> <td>40371</td> </tr> <tr> <td>INSURER B : Columbia National Insurance Company</td> <td>19640</td> </tr> <tr> <td>INSURER C : AmFed Casualty Insurance Company</td> <td>11963</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Columbia Mutual Insurance Company	40371	INSURER B : Columbia National Insurance Company	19640	INSURER C : AmFed Casualty Insurance Company	11963	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR : WVD :		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CTPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAPMS0000072180	8/27/2021	8/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC1216004999	8/27/2021	8/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: All Jobs

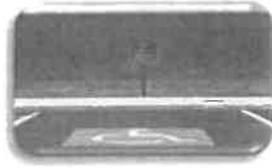
CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
 219 S. President Street
 Jackson, MS 39215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Davis



Proposal and Contract



Pavement Services, LLC
Specialize in Asphalt Overlaying & Striping

Over 25 Years' Experience

Asphalt Patching
Sealcoating

Proposal Submitted To: City of Jackson	Phone: 601-720-2611	Date: 04/04/2022
Street: 219 S. President Street	Job Name: Moore Street from Causey Drive to Dead End Ward 4	
City: Jackson, MS 39201	Job Location: Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: Sweep debris off streets and overlay with Type (2) Surface Course Asphalt mix 1½" thick.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$22,497.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$22,497.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to a late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature *General Williams*

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.



GCWPAVE-01

MMCCOY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Gulf South 300 Concourse Boulevard Suite 300 Ridgeland, MS 39157	CONTACT NAME: PHONE (A/C, No, Ext): (601) 607-5500	FAX (A/C, No): (601) 707-2070
	E-MAIL ADDRESS:	
INSURED GCW Pavement Services, LLC 2826 Ridgeland Drive Jackson, MS 39212	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Maxum Indemnity Company	NAIC # 26743
	INSURER B: Progressive Gulf Ins Co	42412
	INSURER C: Stonetrust Commercial Insurance Company	11042
	INSURER D: Ohio Casualty Insurance Company	24074
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BDG303765503	5/6/2021	5/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			01272729-2	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WCV009427101	6/4/2021	6/4/2022	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			BMO59382934	12/12/2021	12/12/2022	Rented/Leased \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

GCW Pavement Services, LLC
2826 Ridgeland Dr
Jackson, MS 39212

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle McCoy

ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE LINDBURGH DRIVE (ROBINSON ROAD TO DEAD END) REPAIR PROJECT (WARD 5)

OFFICE OF THE CITY ATTORNEY
5/24/2022

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, Inc to supply equipment and labor necessary to repair the street on Lindburgh Drive (Robinson Road to Dead End); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$13,812.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$13,812.00, is accepted as the lowest and best bid for the Lindburgh Drive (Robinson Road to Dead End) Repair Project consistent with the bid solicitation.

Agenda Item No. 25
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2022

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE LINDBURGH DRIVE (ROBINSON ROAD TO DEAD END) REPAIR PROJECT (WARD 5)																																													
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 	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3.	Who will be affected	All Resident on Lindburgh Drive																																													
4.	Benefits	Street Infrastructure																																													
5.	Schedule (beginning date)	Scheduled date following City Council Approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	This project is located in Ward 5																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Infrastructure Management Division																																													
8.	COST	\$13,812.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.24.6320																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 4, 2022

Agenda Item: **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE LINDBURGH DRIVE (ROBINSON ROAD TO DEAD) REPAIR PROJECT (WARD 5)**

Item #: N/A
Council Meeting: Regular Council Meeting, May 10, 2022
Consultant/Contractor: Franklin Paving, Inc.

Purpose: To repair the street on Lindburgh Drive (Robinson Road to Dead End).

Cost: \$13,812.00

Project/Contract Type: **Repair Contract: Lindburgh Drive Street Repair Project.**

Funding Source: **General Fund - 001.451.24.6320**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Tony Howard**

Background: Contractor shall provide all materials, equipment, and labor necessary to repair the street on Lindburgh Drive.

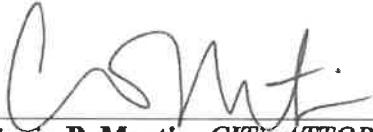
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1749
Facsimile: (601) 960-1750


OFFICE OF THE CITY ATTORNEY
5/4/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE LINDBURGH DRIVE (ROBINSON ROAD TO DEAD END) REPAIR PROJECT (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

5/4/22
DATE

Franklin Paving, Inc.

Jackson, MS 39204
 Work # 601-922-9903
 Fax # 601-922-9811

Date	Estimate #
3/29/2022	3506

Name / Address				
City of Jackson P.O. Box 22708 Jackson, MS 39225				
Fax #	Rep	Location	Job	Contact
	CF	Jackson, MS	Lindbergh - Robinson Rd to dead end.	Tony
Description				Total
The following streets are priced as follows: Franklin Paving will provide asphalt, labor and equipment to:				13,812.00
Mill tie-ins at beginning of and end of pavement. Clip edges, sweep and haul off material and pre-level as needed. Tack and overlay with SC-1, Type 2 asphalt. Striping of stoop bars depending on quantity of work accepted; No dig out of failed areas included. No signal loops included. No thermo or paint striping included. Price good till August 2022.				
Lindbergh - Robinson Rd. to dead end. Approximately: 700 SY - Estimated: 80 Tons, 5 Tons pre-level ** Trash and debris haul off not included. Non-Taxable				0.00
Total				\$13,812.00

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. All material is guaranteed to be as specified. All work to be completed in all workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen Compensation Insurance.

Signature: _____
 Signature: _____
 Date of Acceptance: _____

** Work will not start until Proposal is signed and received. Certificate of Insurance will follow.
 ** This Proposal may be withdrawn by us if not accepted withing 30 days**
 ** If Accepted payment is due Net 10 days **



FRANPAV-01

CDAVIS

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Insurance Group, LLC 648 Keyway Drive Flowood, MS 39232	CONTACT NAME: Cindy Davis PHONE (A/C, No, Ext): (601) 932-5700 FAX (A/C, No): (601) 932-9795 E-MAIL ADDRESS: cdavis@sigins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Franklin Paving, Inc. P O Box 59209 Jackson, MS 39284	INSURER A: Columbia Mutual Insurance Company NAIC # 40371
	INSURER B: Columbia National Insurance Company 19640
	INSURER C: AmFed Casualty Insurance Company 11963
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		CTPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAPMS0000072180	8/27/2021	8/27/2022	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUPMS0000072180	8/27/2021	8/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC1216004999	8/27/2021	8/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: All Jobs

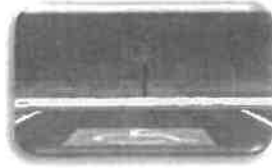
CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
 219 S. President Street
 Jackson, MS 39215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Davis



Proposal and Contract



Pavement Services, LLC
Specialize in Asphalt Overlaying & Striping
Over 25 Years' Experience

Asphalt Patching
Sealcoating

Proposal Submitted To: City of Jackson	Phone: 601-720-2611	Date: 04/05/2022
Street: 219 S. President Street	Job Name: Lindberg from Robinson Street to Dead End Ward 5	
City: Jackson, MS 39201	Job Location: Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: Sweep debris off streets and overlay with Type (2) Surface Course Asphalt mix 1½" thick. 22'x300' ft.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$21,276.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$21,276.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to as late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized
Signature General Williams

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.



GCWPAVE-01

MMCCOY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hub International Gulf South 300 Concourse Boulevard Suite 300 Ridgeland, MS 39157	CONTACT NAME: PHONE (A/C, No, Ext): (601) 607-5500		FAX (A/C, No): (601) 707-2070
	E-MAIL ADDRESS:		
INSURED GCW Pavement Services, LLC 2826 Ridgeland Drive Jackson, MS 39212	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Maxum Indemnity Company		26743
	INSURER B: Progressive Gulf Ins Co		42412
	INSURER C: Stonetrust Commercial Insurance Company		11042
	INSURER D: Ohio Casualty Insurance Company		24074
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BDG303765503	5/8/2021	5/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		01272729-2	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV009427101	6/4/2021	6/4/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater		BMO59382934	12/12/2021	12/12/2022	Rented/Leased 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER GCW Pavement Services, LLC 2826 Ridgeland Dr Jackson, MS 39212	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michelle McCoy</i>
---	---

**ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE
CULPEPPER DRIVE (TERRY ROAD TO CUL-DE-SAC) REPAIR
PROJECT (WARD 7)**

OFFICE OF THE CITY ATTORNEY
MAY 24 2022
[Signature]

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Culpepper Drive (Terry Road to Cul-de-sac); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$26,616.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$26,616.00, is accepted as the lowest and best bid for the Culpepper Drive (Terry Road to Cul-de-sac) Repair Project consistent with the bid solicitation.

Agenda Item No. 26
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2022

DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE CULPEPPER DRIVE (TERRY ROAD TO CUL-DE-SAC) REPAIR PROJECT (WARD 7)			
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 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 			
3.	Who will be affected	All Resident on Culpepper Drive			
4.	Benefits	Street Infrastructure			
5.	Schedule (beginning date)	Scheduled date following City Council Approval			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	This project is located in Ward 7			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Infrastructure Management Division			
8.	COST	\$26,616.00			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.24.6320			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 4, 2022

Agenda Item: **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE CULPEPPER DRIVE (TERRY ROAD TO CUL-DE-SAC) REPAIR PROJECT (WARD 7)**

Item #: N/A
Council Meeting: Regular Council Meeting, May 10, 2022
Consultant/Contractor: Franklin Paving, Inc.

Purpose: To repair the street on Culpepper Drive (Terry Road to Cul-de-sac).

Cost: \$26,616.00

Project/Contract Type: **Repair Contract: Culpepper Drive Street Repair Project.**

Funding Source: **General Fund - 001.451.24.6320**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Tony Howard**

Background: Contractor shall provide all materials, equipment, and labor necessary to repair the street on Culpepper Drive.

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
MAY 4 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE CULPEPPER DRIVE (TERRY ROAD TO CUL-DE-SAC) REPAIR PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

5/4/22

DATE

Franklin Paving, Inc.

Jackson, MS 39204
 Work # 601-922-9903
 Fax # 601-922-9811

Date	Estimate #
3/29/2022	3509

Name / Address
City of Jackson P.O. Box 22708 Jackson, MS 39225

Fax #	Rep	Location	Job	Contact
	CF	Jackson, MS	Culpepper Drive - Terry Rd to Cul-de-sac	Tony
Description				Total
The following streets are priced as follows: Franklin Paving will provide asphalt, labor and equipment to: Mill tie-ins at beginning of and end of pavement. Clip edges, sweep and haul off material and pre-level as needed. Tack and overlay with 2" SC-1, Type 2 asphalt. Striping of stop bars depending on quantity of work accepted. No dig out of failed areas included. No signal loops included. No thermo or paint striping included. Price good till August 2022.				26,616.00
Culpepper Drive - Terry Rd. to cul-de-sac Approximately: 1783 SY - Estimated 202 Tons. Non-Taxable				0.00
Total				\$26,616.00

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. All material is guaranteed to be as specified. All work to be completed in all workmanlike manner according to standerd practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen Compensation Insurance.

Signature: _____
 Signature: _____
 Date of Acceptance: _____

** Work will not start until Proposal is signed and received. Certificate of Insurance will follow.
 ** This Proposal may be withdrawn by us if not accepted withing 30 days**
 ** If Accepted payment is due Net 10 days **



Proposal and Contract



Pavement Services, LLC
Specialize in Asphalt Overlaying & Striping

Over 25 Years' Experience

Asphalt Patching
Sealcoating

Proposal Submitted To: City of Jackson	Phone: 601-720-2611	Date: 04/04/2022
Street: 219 S. President Street	Job Name: Culpepper Drive From Terry Road to Cul-da-sac Ward 7	
City: Jackson, MS 39201	Job Location: Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: Sweep debris off streets and overlay with Type (2) Surface Course Asphalt mix 1½" thick.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$30,000.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$30,000.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to as late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature *General Williams*

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.



GCWPAVE-01

MMCCOY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Gulf South 300 Concourse Boulevard Suite 300 Ridgeland, MS 39157	CONTACT NAME: PHONE (A/C, No, Ext): (601) 607-5500	FAX (A/C, No): (601) 707-2070
	E-MAIL ADDRESS:	
INSURED GCW Pavement Services, LLC 2826 Ridgeland Drive Jackson, MS 39212	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Maxum Indemnity Company	NAIC # 25743
	INSURER B: Progressive Gulf Ins Co	NAIC # 42412
	INSURER C: Stonetrust Commercial Insurance Company	NAIC # 11042
	INSURER D: Ohio Casualty Insurance Company	NAIC # 24074
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RECD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BDG303765503	5/6/2021	5/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		01272729-2	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV009427101	6/4/2021	6/4/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater		BMO59382934	12/12/2021	12/12/2022	Rented/Leased 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER GCW Pavement Services, LLC 2826 Ridgeland Dr Jackson, MS 39212	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michelle McCoy</i>
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RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE 2022 EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM (WARDS 1, 3, 4, & 6)

OFFICE OF THE CITY ATTORNEY
5/24/2022

WHEREAS, the Mississippi Department of Transportation has invited local governmental municipalities to submit applications to the 2022 Emergency Road and Bridge Repair Fund Program for funding consideration, which is being funded at a level of \$100,000,000.00; and

WHEREAS, the City of Jackson desires to submit an application for the replacement of the Colonial Circle bridge over Purple Creek, the Swan Lake Drive bridge, the Martin Luther King Jr Drive bridge over Town Creek Tributary, and the McRaven Road bridge east of Siwell Road, and

WHEREAS, the City of Jackson acknowledges that if the project is awarded, grant funding will not exceed the amount requested in the application or eligible project costs, whichever is less, and

WHEREAS, during the life of this project it will be necessary for the Mayor to execute other documents related to the administration and construction of said approved application for Road and Bridge projects, and to submit those documents to the Mississippi Department of Transportation and other parties involved with the design and construction.

IT IS HEREBY RESOLVED that the Mayor is authorized to execute and submit an application and other documents to the Mississippi Department of Transportation for the 2022 Emergency Road & Bridge Repair Fund Program.

Agenda Item No. 27
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 4, 2022

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE 2022 EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM	
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
3.	Who will be affected	Motorists, residents, and bridges on the streets below.	
4.	Benefits	Bridge Infrastructure Improvements	
5.	Schedule (beginning date)	Electronic submission upon approval. Execute any related documentation if awarded.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Colonial Circle bridge over Purple Creek (Ward 1) Swan Lake Dr bridge (Ward 6) Martin Luther King Jr Drive bridge over Town Creek Tributary (Ward 3) McRaven Road bridge over Baker Creek (Ward 4)	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works	
8.	COST	No Cost to Apply	
9.	Source of Funding ■ General Fu <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>		
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____

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

Council Agenda Item Memorandum

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director of Public Works

Date: May 4, 2022

Agenda Item:

RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND OTHER DOCUMENTS TO THE 2022 MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM

Background:

Attached, you will find an item for the City Council Agenda authorizing the Mayor to apply for Emergency Road and Bridge Repair Funds with the Mississippi Department of Transportation. The Mississippi Department of Transportation opened a short window for Emergency Road & Bridge Funds. There will be about \$100 million in state funding available.

The Engineering Division recommends the submittal of four bridges (1) Colonial Circle, (2) Swan Lake Dr, (3) Martin Luther King Jr Dr, and (4) McRaven Rd. The City has opened bids on Colonial Circle. CivilTech is designing the other three bridges. Having these bridges either shovel ready or nearly shovel ready should aid in the application process.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
5/5/22

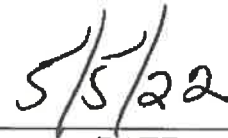
OFFICE OF THE CITY ATTORNEY

This **RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE 2022 EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM (WARDS 1, 3, 4, & 6)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*



DATE

OFFICE OF THE CITY ATTORNEY
5-17-22

ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/PAVED STREETS SECTION (ALL WARDS)

WHEREAS, certain unanticipated needs and allocations in the amount of \$247,739.00 have arisen within the adoption of the Fiscal Year 2021-2022 budget; and

WHEREAS, the Fiscal Year 2021-2022 budget must be revised to provide funding for the pavement of streets throughout the City to make the area safe for commuters and residents; and

WHEREAS, the following funds are revised:

To/From	Fund/Account Number	Amount
From	001-451.24.6320	(\$247,739.00)
To	001-451.24.6419	\$247,739.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021-2022 budget be revised in the amount of \$247,739.00 as follows:

To/From	Fund/Account Number	Amount
From	001-451.24.6320	(\$247,739.00)
To	001-451.24.6419	\$247,739.00

Agenda Item No. 28
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 09, 2022

DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	Brief Description / Purpose	ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/PAVED STREETS SECTION (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	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Citizens of Jackson
4.	Benefits	The Paved Streets Section will repave City streets in each Ward.
5.	Schedule (beginning date)	Scheduled date following City Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City-wide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$247,739.00
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001.451.24.6320
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 _____



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba

From: Marlin King, Director
Department of Public Works

Date: May 9, 2022

Agenda Item: ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE
DEPARTMENT OF PUBLIC WORKS/PAVED STREETS SECTION
(ALL WARDS)

Council Meeting: Regular Council Meeting, May 24, 2022

Consultant/Contractor: N/A

Purpose: To make the City's streets safe.

Cost: \$247,739.00

Project/Contract Type: N/A

Funding Source: General Fund - 001.451.24.6320

Schedule/Time: May 24, 2022

DPW Manager: Tony Howard

Background: The Paved Streets Section will use these funds to repave City streets in each Ward.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2022
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750


OFFICE OF THE CITY ATTORNEY
8/10/22

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/PAVED STREETS SECTION (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 



DATE

**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 WEST CAPITOL STREET
IMPROVEMENTS PROJECT (WARD 5)**

OFFICE OF THE CITY ATTORNEY
15-17-2022
JTBW

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, January 5, 2021 for the West Capitol Street Improvements Project; and

WHEREAS, Hemphill Construction Company, Inc, has requested an additional one hundred and ten (110) days, increasing the total calendar day completion from four hundred (400) calendar days to five hundred and ten (510) calendar days; and

WHEREAS, the consulting engineer for the project, Crown Engineering, recommends that the City agree to the additional time requested as warranted under the circumstances due to the discovery of additional point repairs to the sewer line in West Capitol Street that had to be completed prior to the paving portion of the project; and

WHEREAS, the Engineering Division of the Department of Public Works concurs in the consulting engineer's recommendation.

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 West Capitol Street Improvements Project, increasing the time contract time by 110 calendars days.

Agenda Item No. 29
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
April 29, 2022

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC, FOR THE WEST CAPITOL STREET IMPROVEMENTS (WARD 5)	
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	Road Infrastructure	
5.	Schedule (beginning date)	Project Ongoing	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located on Capitol Street	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	COST	No Cost	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>		
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 _____	

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba
From: Marlin King, Director of Public Works
Date: April 29, 2022



Agenda Item:

ORDER AUTHORIZING THE MAYYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC, FOR THE WEST CAPITOL STREET IMPROVEMENTS (WARD 5)

Background:


Attached, you will find an item for the City Council Agenda authorizing the Mayor to execute change order No. 1 for the construction contract with Hemphill Construction Company, Inc for the West Capitol Street Improvements. 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 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
5/18/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WEST CAPITOL STREET IMPROVEMENTS PROJECT (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* 



DATE

CHANGE ORDER NO. 1

**West Capitol Street Improvements
(City Project No. 19B4014.501)**

DATE April 25, 2022
TITLE West Capitol Street Improvements
(City Project No. 19B4014.501)
OWNER City of Jackson
CONTRACTOR Hemphill Construction Co., Inc.
P.O. Drawer 879
Florence, MS 39073
ORIGINAL CONTRACT TIME 400 Days
CHANGE TO CONTRACT TIME 110 Days
DESCRIPTION OF CHANGES See Page 2

APPROVALS

Accepted By
Hemphill Const. Co.


Richard Kula, President

Recommended By
Crown Engineering, PLLC


Calvin Dean, P.E. CFM, Principal

Recommend for Approval
CITY OF JACKSON

 4/29/2022
City Engineer

Approved
CITY OF JACKSON

Chokwe Antar Lumumba, Mayor

CHANGE ORDER NO. 1

West Capitol Street Improvements (City Project No. 19B4014.501)

Change Order consists of additional utility work as described below.

Description of Changes:

The sanitary sewer system for this project required initial cleaning & CCTV work to identify deficiencies in the sewer lines prior to the installation of CIPP (Cured-in-place pipe). As a result of the underground camera work, approximately (25) point repairs were identified to be done before major items of work (curb and gutter, sidewalk, and asphalt, CIPP installation) could be completed. Due to the time required for the contractor to perform these needed point repairs, this change order is to request an extension of time in the amount of 110 calendar days for the completion of the remainder of the project. This will increase the time from 400 days to 510 days.

**ORDER ACCEPTING THE BID OF HEMPHILL
CONSTRUCTION COMPANY, INC., FOR THE WEST
CAPITOL STREET IMPROVEMENTS (WARD 5)**

12/10/20
OFFICE OF THE CITY ATTORNEY
2020-20
2020-20

WHEREAS, on November 10, 2020, the City of Jackson received two sealed bids for the West Capitol Street Improvements; and

WHEREAS, the bid received from Hemphill Construction Company, Inc., in the amount of \$5,962,007.95, 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 \$5,962,007.95, 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, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
December 9, 2020


POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE WEST CAPITOL STREET IMPROVEMENTS (WARD 5)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	Residents and businesses in Ward 5
4.	Benefits	Road Infrastructure
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 5
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> at ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	COST	\$5,962,007.95
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 157 35 Million Infrastructure Bond 157 45190 6485
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

TO: Mayor Chokwe Antar Lumumba
FROM: Charles Williams Jr., PE, PhD 
Director of Public Works/City Engineer
DATE: December 9, 2020
RE: Agenda Item for City Council Meeting

Attached you will find an agenda item authorizing the Mayor to enter a contract with Hemphill Construction Company, Inc., for the West Capitol Street Improvements. Hemphill Construction Company, Inc., provided the lowest and best quote in the amount of \$5,962,007.95.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WEST CAPITOL STREET IMPROVEMENTS (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



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

12/23/20

DATE

EBO Determination

West Capitol St Improvements (Prentiss Street to I-220)

Bidder: Hemphill Construction Company
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	5.03 %
<i>AABE</i>	12.58 %
<i>NABE</i>	0.00 %
<i>HBE</i>	*0.03 %
<i>ABE</i>	0.00 %

Bidder: Gregory Construction Services
Status: NON-COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	14.46 %
<i>AABE</i>	14.35 %
<i>NABE</i>	0.00 %
<i>HBE</i>	0.00 %
<i>ABE</i>	0.00 %

CERTIFIED BID TABULATION
 Tuesday, November 10, 2020
WEST CAPITOL STREET IMPROVEMENTS - City Project No. 19B4014.501
 City of Jackson, MS

Item No.	Description	Engineer's Estimate			Hemphill Construction Co., Inc. Florence, MS			Gregory Construction Services, Inc. Columbus, MS		
		Units	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	
EARTHWORK AND REMOVAL ITEMS										
201-A001	CLEARING AND GRUBBING	LS	1	\$200,000.00	\$200,000.00	\$150,000.00	\$150,000.00	\$125,000.00	\$125,000.00	
202-A001	REMOVAL OF OBSTRUCTIONS	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$209,122.00	\$209,122.00	
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	8,000	\$8.00	\$64,000.00	\$19.00	\$152,000.00	\$6.00	\$48,000.00	
202-B001	REMOVAL OF CONCRETE SIDEWALK & DRIVEWAYS, ALL DEPTHS	SY	5,800	\$5.00	\$29,000.00	\$18.10	\$105,380.00	\$8.00	\$46,400.00	
202-B068	REMOVAL OF CURB AND/OR CURB & GUTTER, ALL TYPES	LF	20,000	\$5.00	\$100,000.00	\$5.00	\$100,000.00	\$14.00	\$280,000.00	
202-B088	REMOVAL OF DEBRIS AND SAND FROM INLET AND JUNCTION BOX, ALL TYPES & SIZES	EA	19	\$500.00	\$7,500.00	\$1,075.00	\$16,125.00	\$1,215.00	\$18,225.00	
202-B101	REMOVAL OF DEBRIS AND SAND FROM PIPE 18" TO LESS THAN 30" DIAMETER	LF	500	\$25.00	\$12,500.00	\$10.50	\$5,250.00	\$11.00	\$5,500.00	
203-EX021	BORROW EXCAVATION, AH, FME, CLASS B9-4	CY	8,500	\$20.00	\$170,000.00	\$15.00	\$127,500.00	\$32.00	\$272,000.00	
203-G001	EXCESS EXCAVATION, FM, AH	CY	8,500	\$20.00	\$170,000.00	\$11.00	\$93,500.00	\$23.00	\$195,500.00	
	SUBTOTAL EARTHWORK AND REMOVAL ITEMS:				\$623,000.00		\$682,786.00		\$1,247,747.00	
ROADSIDE DEVELOPMENT ITEMS										
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	100	\$55.00	\$5,500.00	\$20.00	\$2,000.00	\$33.00	\$3,300.00	
218-A001	SOLID SOODING	SY	7,500	\$6.00	\$45,000.00	\$5.00	\$37,500.00	\$5.50	\$41,250.00	
218-A001	WATERING	KGAL	25	\$100.00	\$2,500.00	\$20.00	\$500.00	\$232.00	\$5,800.00	
225-C001	MULCH, VEGETATIVE MULCH	TON	3	\$200.00	\$600.00	\$225.00	\$675.00	\$364.00	\$1,092.00	
228-A001	TEMPORARY GRASSING	ACRE	5	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$1,030.00	\$5,150.00	
234-A001	TEMPORARY SILT FENCE	LF	2,500	\$3.50	\$8,750.00	\$1.85	\$4,625.00	\$3.00	\$7,500.00	
237-A002	WATTLES, 20"	LF	1,500	\$7.00	\$10,500.00	\$6.75	\$10,125.00	\$5.00	\$7,500.00	
	SUBTOTAL ROADSIDE DEVELOPMENT ITEMS:				\$31,880.00		\$64,425.00		\$73,002.00	
UTILITY WORK ITEMS										
907-280-A002	UTILITY WORK SEWER - EXISTING INLET/MANHOLE REPAIR	EA	10	\$50.00	\$500.00	\$1,000.00	\$10,000.00	\$700.00	\$7,000.00	
907-280-A004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTING SANITARY SEWER (8")	LF	10,500	\$5.00	\$52,500.00	\$7.15	\$75,075.00	\$12.50	\$131,250.00	
907-280-A004	UTILITY WORK - SEWER, CCTV & CRP OF EXISTING 8" SANITARY SEWER LINE	LF	10,000	\$40.00	\$400,000.00	\$29.75	\$297,500.00	\$37.50	\$370,000.00	
907-280-A004	UTILITY WORK - SEWER, 8" SERVICE LINE REINSTATEMENT	EA	200	\$150.00	\$30,000.00	\$1.20	\$240.00	\$1.25	\$250.00	
907-280-A004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTING STORM SEWER (12" - 24")	LF	5,000	\$8.00	\$40,000.00	\$10.40	\$52,000.00	\$11.00	\$55,000.00	
907-282-A005	UTILITY WORK - WATER, 8" WATER LINE POINT REPAIRS	EA	30	\$5,000.00	\$150,000.00	\$1,000.00	\$30,000.00	\$607.00	\$18,210.00	
907-282-A005	UTILITY WORK - WATER, 8" - 10" WATER LINE REPLACEMENT	LF	1,000	\$100.00	\$100,000.00	\$25.00	\$25,000.00	\$18.00	\$18,000.00	
	SUBTOTAL UTILITY WORK ITEMS:				\$777,480.00		\$889,315.00		\$982,850.00	

CERTIFIED BID TABULATION
 Tuesday, November 10, 2020
WEST CAPITOL STREET IMPROVEMENTS -City Project No. 19B-0014.501
 City of Jackson, MS

Item No.	Description	Engineer's Estimate			Hemphill Construction Co., Inc. Florence, MS			Gregory Construction Services, Inc. Columbus, MS		
		Qty.	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	
BASE AND BITUMINOUS PAVING ITEMS										
304-F002	SIZE #10 CRUSHED STONE BASE	TON	3,000	\$70.00	\$210,000.00	\$70.00	\$237,000.00	\$124.00	\$372,000.00	
402-B001	BITUMINOUS TACK COAT	GAL	2,750	\$4.00	\$11,000.00	\$8.00	\$22,000.00	\$4.90	\$13,475.00	
403-A002	12.5-MM, MT, ASPHALT PAVEMENT, LEVELING	TON	4,400	\$80.00	\$352,000.00	\$110.00	\$484,000.00	\$112.00	\$492,800.00	
403-A005	18-MM, MT, ASPHALT PAVEMENT	TON	1,500	\$100.00	\$150,000.00	\$120.00	\$180,000.00	\$175.00	\$262,500.00	
403-A014	9.5-MM, MT, ASPHALT PAVEMENT	TON	4,400	\$85.00	\$374,000.00	\$109.00	\$479,600.00	\$118.00	\$519,200.00	
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	50,500	\$5.00	\$252,500.00	\$2.75	\$138,875.00	\$3.15	\$158,075.00	
603-C007	SAW CUT, FULL DEPTH	LF	1,000	\$5.00	\$5,000.00	\$10.00	\$10,000.00	\$4.75	\$4,750.00	
					SUBTOTAL BASE AND BITUMINOUS PAVING ITEMS:		\$1,477,800.00		\$1,835,200.00	
DRAINAGE ITEMS										
601-B001	CLASS 7B STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	110	\$1,610.00	\$177,100.00	\$1,000.00	\$110,000.00	\$2,025.00	\$222,750.00	
602-A001	REINFORCING STEEL	LBS	8,350	\$0.50	\$4,175.00	\$0.40	\$3,340.00	\$2.00	\$16,700.00	
603-C001	12" REINFORCED CONCRETE PIPE, CLASS III	LF	400	\$45.00	\$18,000.00	\$75.00	\$30,000.00	\$82.00	\$32,800.00	
603-C003	16" REINFORCED CONCRETE PIPE, CLASS III	LF	100	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$90.90	\$9,090.00	
603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	LF	168	\$80.00	\$13,440.00	\$75.00	\$12,600.00	\$90.00	\$15,120.00	
603-CA028	24" REINFORCED CONCRETE PIPE, CLASS III	LF	48	\$85.00	\$4,080.00	\$75.00	\$3,600.00	\$78.00	\$3,744.00	
603-CB003	18" REINFORCED CONCRETE END SECTION	EA	2	\$1,200.00	\$2,400.00	\$75.00	\$150.00	\$1,100.00	\$2,200.00	
603-CE002	22" X 13" CONCRETE ARCH PIPE, CLASS A III	LF	98	\$90.00	\$8,820.00	\$75.00	\$7,350.00	\$74.00	\$7,252.00	
603-PE001	12" CORRUGATED POLYETHYLENE PIPE	LF	200	\$35.00	\$7,000.00	\$75.00	\$15,000.00	\$30.00	\$6,000.00	
604-A001	CASTINGS	LBS	3,600	\$2.00	\$7,200.00	\$1.50	\$5,400.00	\$5.00	\$18,000.00	
604-B001	GRATINGS	LBS	1,000	\$2.00	\$2,000.00	\$3.43	\$3,430.00	\$3.30	\$3,300.00	
607-604-C001	48" MANHOLE, 0-6' DEPTH	EA	14	\$4,500.00	\$63,000.00	\$3,100.00	\$43,400.00	\$2,315.00	\$32,410.00	
					SUBTOTAL DRAINAGE ITEMS:		\$312,688.00		\$368,992.00	
INCIDENTAL CONSTRUCTION ITEMS										
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	SY	7,750	\$60.00	\$465,000.00	\$50.00	\$387,500.00	\$73.00	\$565,750.00	
607-608-C001	DETECTABLE WARNING PANELS	SY	750	\$48.00	\$36,000.00	\$25.00	\$18,750.00	\$18.00	\$14,250.00	
608-D000	COMBINATION CONCRETE CURB AND GUTTER TYPE 2 MODIFIED	LF	20,000	\$25.00	\$500,000.00	\$16.50	\$330,000.00	\$36.00	\$720,000.00	
612-D005	ADJUSTMENT OF MANHOLE	EA	55	\$850.00	\$46,750.00	\$1,030.00	\$56,650.00	\$1,300.00	\$71,500.00	
613-D010	ADJUSTMENT OF WATER METER	EA	40	\$950.00	\$38,000.00	\$350.00	\$14,000.00	\$1,300.00	\$52,000.00	
613-D011	ADJUSTMENT OF WATER VALVE	EA	35	\$850.00	\$29,750.00	\$295.00	\$10,325.00	\$1,300.00	\$45,500.00	
613-D012	ADJUSTMENT OF GAS VALVE	EA	8	\$850.00	\$6,800.00	\$295.00	\$2,360.00	\$1,300.00	\$10,500.00	
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SY	2,500	\$85.00	\$212,500.00	\$110.00	\$275,000.00	\$115.00	\$287,500.00	
					SUBTOTAL INCIDENTAL CONSTRUCTION ITEMS:		\$1,358,288.00		\$1,788,680.00	

CERTIFIED BID TABULATION
 Tuesday, November 10, 2020
WEST CAPITOL STREET IMPROVEMENTS - City Project No. 19B4014.601
 City of Jackson, MS

Item No.	Description	Engineer's Estimate			Memphis Construction Co., Inc. Florence, MS			Gregory Construction Services, Inc. Columbus, MS		
		Qty.	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	
TEMPORARY TRAFFIC CONTROL ITEMS										
616-A001	MAINTENANCE OF TRAFFIC	LS	1	\$300,000.00	\$300,000.00	\$400,000.00	\$400,000.00	\$488,000.00	\$488,000.00	\$628,050.00
619-A1003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE, PAINT	LF	44,250	\$0.60	\$26,550.00	\$0.28	\$12,532.50	\$0.18	\$7,995.00	\$7,995.00
619-A2003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	25,000	\$0.60	\$15,000.00	\$0.60	\$15,000.00	\$0.55	\$13,750.00	\$13,750.00
619-A3002	TEMPORARY TRAFFIC STRIPE, SKIP WHITE PAINT	LF	2,500	\$0.80	\$2,000.00	\$0.28	\$725.00	\$0.16	\$400.00	\$460.00
619-A5002	TEMPORARY TRAFFIC STRIPE, DETAIL PAINT	LF	8,000	\$0.50	\$4,000.00	\$0.50	\$4,000.00	\$0.60	\$4,800.00	\$9,400.00
619-A6003	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	8F	500	\$1.50	\$750.00	\$2.50	\$1,250.00	\$2.45	\$1,225.00	\$1,225.00
619-A6004	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	LF	1,000	\$0.90	\$900.00	\$2.50	\$2,500.00	\$0.80	\$800.00	\$900.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	8F	525	\$21.00	\$11,025.00	\$16.00	\$8,400.00	\$12.15	\$6,378.75	\$6,378.75
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	8F	2,368	\$15.00	\$35,520.00	\$15.00	\$35,520.00	\$12.15	\$28,862.80	\$28,862.80
619-E1001	FLASHING ARROW PANEL, TYPE C	EA	5	\$4,000.00	\$20,000.00	\$2,000.00	\$10,000.00	\$1,178.00	\$5,890.00	\$5,890.00
619-F1005	PORTABLE MEDIAN BARRIER, LESS THAN OR EQUAL TO 45 MPH	LF	9,000	\$10.50	\$94,500.00	\$10.00	\$90,000.00	\$88.00	\$792,000.00	\$792,000.00
619-F2002	REMOVE AND RESET PORTABLE MEDIAN BARRIER	LF	7,500	\$5.26	\$39,450.00	\$7.00	\$52,500.00	\$6.51	\$48,825.00	\$48,825.00
619-G4005	BARRICADES, TYPE III, SINGLE FACED	LF	2,000	\$30.00	\$60,000.00	\$20.00	\$40,000.00	\$45.00	\$90,000.00	\$90,000.00
619-G6001	FREE STANDING PLASTIC DRUMS	EA	500	\$40.00	\$20,000.00	\$75.00	\$37,500.00	\$57.00	\$28,500.00	\$28,500.00
619-G7001	WARNING LIGHTS, TYPE "B"	EA	50	\$300.00	\$15,000.00	\$150.00	\$7,500.00	\$450.00	\$22,500.00	\$22,500.00
620-A001	MOBILIZATION	LS	1	\$300,000.00	\$300,000.00	\$575,000.00	\$575,000.00	\$675,000.00	\$675,000.00	\$1,063,788.25
SUBTOTAL TEMPORARY TRAFFIC CONTROL ITEMS:										
PERMANENT PAVING MARKING ITEMS										
626-A003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	825	\$1.00	\$825.00	\$0.55	\$453.75	\$0.60	\$495.00	\$495.00
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	18,900	\$0.50	\$9,450.00	\$0.80	\$15,120.00	\$1.20	\$22,680.00	\$22,680.00
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	19,500	\$0.50	\$9,750.00	\$0.55	\$10,725.00	\$0.60	\$11,700.00	\$11,700.00
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	19,500	\$0.90	\$17,550.00	\$0.60	\$11,700.00	\$1.20	\$23,400.00	\$23,400.00
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	1,950	\$1.00	\$1,950.00	\$1.40	\$2,730.00	\$3.00	\$5,850.00	\$5,850.00
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	4,250	\$1.00	\$4,250.00	\$1.40	\$5,950.00	\$3.00	\$12,750.00	\$12,750.00
626-H004	THERMOPLASTIC LEGEND, WHITE	8F	1,400	\$6.00	\$8,400.00	\$6.60	\$9,240.00	\$8.78	\$12,352.00	\$12,352.00
626-H006	THERMOPLASTIC LEGEND, WHITE	LF	6,500	\$2.00	\$13,000.00	\$2.50	\$16,250.00	\$3.95	\$25,725.00	\$25,725.00
627-K001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	60	\$5.00	\$300.00	\$6.00	\$360.00	\$12.15	\$729.00	\$729.00
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	1,575	\$6.00	\$9,450.00	\$6.00	\$9,450.00	\$6.51	\$10,252.50	\$10,252.50
SUBTOTAL PERMANENT PAVING MARKING ITEMS:										
\$99,828.75										
\$1,063,788.25										

CERTIFIED BID TABULATION
 Tuesday, November 10, 2020
WEST CAPITOL STREET IMPROVEMENTS - City Project No. 19B4014.601
 City of Jackson, MS

Item No.	Description	City		Engineer's Estimate		Hemphill Construction Co., Inc. Florence, MS		Gregory Construction Services, Inc. Columbus, MS	
		Qty.	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
PERMANENT SIGNING ITEMS									
830-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.060" THICKNESS	8F	360	\$25.00	\$9,000.00	\$35.00	\$9,000.00	\$32.80	\$11,808.00
830-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.120" THICKNESS	8F	450	\$30.00	\$13,500.00	\$28.50	\$12,825.00	\$45.00	\$20,250.00
830-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	2,450	\$6.50	\$12,250.00	\$12.00	\$30,625.00	\$8.51	\$22,849.50
807-630-000	REMOVE AND RESET SIGNS, GROUND MOUNTED	EA	15	\$180.00	\$2,250.00	\$120.00	\$1,800.00	\$170.00	\$2,550.00
SUBTOTAL PERMANENT SIGNING ITEMS:					\$37,000.00		\$64,250.00		\$35,467.50
999-A001	ROADWAY CONSTRUCTION STAKES	LB	1	\$76,000.00	\$76,000.00	\$100,000.00	\$100,000.00	\$175,000.00	\$175,000.00
515-A002	LOOSE RIPRAP, SIZE 100	TON	15	\$100.00	\$1,500.00	\$93.75	\$1,406.25	\$167.00	\$2,505.00
TOTAL BID PRICE					\$6,042,925.00		\$5,962,097.95		\$9,224,100.95



By: _____ Calvin Dean, P.E. Date: 11.18.20

I hereby certify that this is a true and accurate tabulation of bids received at 3:30 p.m. local time, Tuesday, November 10, 2020 in Jackson, MS for West Capitol Street Improvements (City Project Number 19B4014.601) for the City of Jackson.

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT WINTERIZATION PROJECT, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY

OFFICE OF THE CITY ATTORNEY
MAY 24 2022

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the O.B. Curtis Water Treatment Plant Winterization Project; and

WHEREAS, one bid was submitted to the Municipal Clerk on March 15, 2022; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$4,083,990.00 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 \$4,083,990.00 for the O.B. Curtis Water Treatment Plant Winterization Project to be the lowest and best bid.

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 O.B. Curtis Water Treatment Plant Winterization Project, DWI L250008-03, in the amount of \$4,083,990.00 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 O.B. Curtis Water Treatment Plant Winterization Project.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all no-cost item documents necessary for the administration and construction of the O.B. Curtis Water Treatment Plant Winterization Project and to submit the same to various oversight agencies as needed.

Agenda Item No. 30
Agenda Date May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 16, 2022

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 O.B. Curtis Water Treatment Plant Winterization 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	All residents and businesses that use the surface water system
4.	Benefits	Construction of winterization improvements at O.B. Curtis Water Treatment Plant
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	O.B. Curtis Water Treatment Plant
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	\$4,083,990.00
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Drinking Water Loan DWI L 250008-03
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: May 16, 2022
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 \$4,083,990.00, for the O.B. Curtis Water Treatment Plant Winterization Project.

This project, funded through a state drinking water loan, will make winterization and related improvements at O.B. Curtis Water Treatment Plant. The only bid received was from Hemphill Construction Company, Inc. in the amount of \$4,083,990.00. It is the recommendation of Public Works that the bid be accepted in order for work to commence as soon as possible. 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
5/18/22

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT WINTERIZATION PROJECT, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY** is legally sufficient for placement in NOVUS Agenda.



Cateria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* 

5/18/22

DATE

Item Sched.		Item No.	Item Descriptions	Estimated Quantity	Unit Description	Unit Price	Total Price (Quantity x Unit Price)
Bid Tabulation							
PROPOSED OB CURTIS WATER TREATMENT PLANT WINTERIZATION PROJECT							
CITY OF JACKSON, MS							
MARCH 15, 2022							
				Apparent Low Bidder #1			
				Hemphill Construction Company, Inc.			
				CR#02449-MC			
Bidder's Original Price							
A	1		Install heat trace wiring and insulation to all the small idiameter water piping associated with both travelling screens and all eight (8) raw water pumps. (See Appendix C for pipe size type and lengths)	1	LS	\$ 78,000.00	\$ 78,000.00
A	2		Install a utility supply water heating system in the lime building for the soda ash slurry system	1	LS	\$ 630,000.00	\$ 630,000.00
A	3		Install insulation and heat tracing to the water piping inside the soda ash silo skirted areas	1	LS	\$ 18,650.00	\$ 18,650.00
A	4		Remove and Relocate the soda ash transfer pumps (4) to the lime building, modify/extend feed lines and install new structural pipe support system.	1	LS	\$ 265,000.00	\$ 265,000.00
A	5		Remove the existing dehumidifiers (2) and salvage to owner	1	LS	\$ 1,400.00	\$ 1,400.00
A	6		Provide and install two new dehumidifiers (2) in the lime building	1	LS	\$ 530,000.00	\$ 530,000.00
A	7		Repair all leaking small diameter utility water lines near the conventional sand filters (approx. 4 lines at 20 LF each)	1	LS	\$ 8,800.00	\$ 8,800.00
A	8		Install insulation on all exposed small diameter utility water supply lines assoc. With the conventional filters	1	LS	\$ 3,250.00	\$ 3,250.00
A	9		Remove and Replace existing soda ash bulk tank (8,000 gal) with new insulated and heat traced elevated soda ash tank (8,000 gal)	1	LS	\$ 328,770.00	\$ 328,770.00
A	10		Remove and Replace the existing soda ash day tank (2,300 gal) with a new polyethylene soda ash day tank (2,500 gal)	1	LS	\$ 80,000.00	\$ 80,000.00
A	11		Connect the new heat trace system module of existing condenser located at the water plant facility as required	1	LS	\$ 44,000.00	\$ 44,000.00
A	12		Install Electrical power and control modifications and a monitoring system for the operation of the water heating system in the lime building that can be integrated into the existing SCADA	1	LS	\$ 150,000.00	\$ 150,000.00
A	13		Install 12" wide concrete trench construction for chemical piping	80	LF	\$ 905.00	\$ 72,400.00
A	14		Potholing (to verify existing utilities)	8	EA	\$ 715.00	\$ 5,720.00
A	15		Allowance (Adjustments, Unforeseen Conflicts and Additional Fiber Repairs, etc.	1	LS	\$ 40,000.00	\$ 40,000.00
A	16		Remove and Dispose all Existing Soda Ash Dry Powder in Silo #2 Only (Approx. 70 CY)	1	LS	\$ 200,000.00	\$ 200,000.00
A	17		Provides and Install New CO2 Tank #1 and Steel Foundation System Components, and all Associated Gas System Feed Piping, Electrical and Control Panel	1	LS	\$ 845,000.00	\$ 845,000.00
A	18		Provides and install new CO2 Tank #2 and Steel Foundation System Components, and all Associated Gas System Feed Piping, Electrical and Control Panel	1	LS	\$ 783,000.00	\$ 783,000.00
Total Base Bid							\$ 4,883,996.00



I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:30 P.M. ON MARCH 15, 2022 FOR PROPOSED OB CURTIS WATER TREATMENT PLANT WINTERIZATION PROJECT

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE J.H. FEWELL WATER TREATMENT PLANT FILTER 24 AND 26 REHABILITATION PROJECT, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY

OFFICE OF THE CITY ATTORNEY
521
5/24/22

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the J.H. Fewell Water Treatment Plant Filter 24 and 26 Rehabilitation Project; and

WHEREAS, one bid was submitted to the Municipal Clerk on March 15, 2022; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$1,744,718.00 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 \$1,744,718.00 for the J.H. Fewell Water Treatment Plant Filter 24 and 26 Rehabilitation Project to be the lowest and best bid.

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 J.H. Fewell Water Treatment Plant Filter 24 and 26 Rehabilitation Project, DWI L250008-03, in the amount of \$1,744,718.00 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 J.H. Fewell Water Treatment Plant Filter 24 and 26 Rehabilitation Project.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all no-cost item documents necessary for the administration and construction of the J.H. Fewell Water Treatment Plant Filter 24 and 26 Rehabilitation Project and to submit the same to various oversight agencies as needed.

Agenda Item No. 31
Agenda Date: May 24, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 16, 2022

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Hemphill for the J.H. Fewell Water Treatment Plant Filter 24 and 26 Rehabilitation 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	All residents and businesses that use the surface water system
4.	Benefits	Filter rehabilitation at J.H. Fewell Water Treatment Plant
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	J.H. Fewell Water Treatment Plant
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	\$1,744,718.00
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Drinking Water Loan DWI L 250008-03
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: May 16, 2022
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 \$1,744,718.00, for the J.H. Fewell Water Treatment Plant Filter 24 and 26 Rehabilitation Project.

This project, funded through a state drinking water loan, will rehabilitate two filters at J.H. Fewell Water Treatment Plant. The only bid received was from Hemphill Construction Company, Inc. in the amount of \$1,744,718.00. It is the recommendation of Public Works that the bid be accepted in order for work to commence as soon as possible. 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
2022

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE J.H. FEWELL WATER TREATMENT PLANT FILTERS 24 AND 26 REHABILITATION PROJECT, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-21 (WARD 2)

OFFICE OF THE CLERK
MAY 24 2022
KMS

WHEREAS, the Hinds County Board of Supervisors intends to mill and pave Rutherford Place at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 2); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to mill and pave Rutherford Place at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 2).

Agenda Item No. 32
Agenda Date: May 24, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 19, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-21 (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	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents of the streets being paved
4.	Benefits	Improved travel
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Ward 2
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works
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 ___ 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 ___



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-21 (WARD 2)**

Item #:

Council Meeting: Regular Council Meeting, May 24, 2022

Purpose: To Authorize Hinds County to mill and pave Rutherford Place at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 2)

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to mill and pave Rutherford Place at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 2).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2739
Jackson, Mississippi 39202-2739
Telephone: (601) 960-1795
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
5/19/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-21 (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

5/19/22
DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-21

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on May 02, 2022

District 1

- 1. Pave and Mill Rutherford Place at an amount not to exceed \$47,000.00, to be paid from American Recue Funds.***

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the 2017 Bond Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any

portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 2nd day of May, 2022.

HINDS COUNTY, MISSISSIPPI

Credele Calhoun

CREDELL CALHOUN, President
Hinds County Board of Supervisors

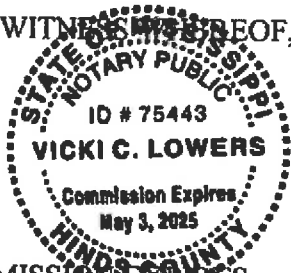
ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on May 02, 2022.

IN WITNESS WHEREOF, on this 4th day of May, 2022.



Vicki C. Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3, 2025

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-23 (WARD 4)

OFFICE OF THE CITY ATTORNEY
5/19/2022
[Signature]

WHEREAS, the Hinds County Board of Supervisors intends to pave Westhaven Boulevard from South Drive to Clinton Boulevard at an amount not to exceed \$124,000.00, to be paid from American Rescue Plan Funds (Ward 4); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to pave Westhaven Boulevard from South Drive to Clinton Boulevard at an amount not to exceed \$124,000.00, to be paid from American Rescue Plan Funds (Ward 4).

Agenda Item No. 33
Agenda Date: May 24, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 19, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-23 (WARD 4)
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 of the streets being paved
4.	Benefits	Improved travel
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	• Ward 4
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works
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 ___ 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 ___



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-23 (WARD 4)**

Item #:

Council Meeting: Regular Council Meeting, May 24, 2022

Purpose: To Authorize Hinds County to pave Westhaven Boulevard from South Drive to Clinton Boulevard at an amount not to exceed \$124,000.00, to be paid from American Rescue Plan Funds (Ward 4)

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to pave Westhaven Boulevard from South Drive to Clinton Boulevard at an amount not to exceed \$124,000.00, to be paid from American Rescue Plan Funds (Ward 4).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY
5/19/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-23 (WARD 4)** is legally sufficient for placement in NOVUS Agenda.



Ectoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

5/19/22
DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-23

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on May 02, 2022

District 3

- 1. *Pave Westhaven Boulevard to South Street to Clinton Boulevard at an amount not to exceed \$124,000.00, to be paid from American Recue Funds.***

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the 2017 Bond Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any

portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 2nd day of May, 2022.

HINDS COUNTY, MISSISSIPPI

Credell Calhoun

CREDELL CALHOUN, President
Hinds County Board of Supervisors

ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on May 02, 2022.

IN WITNESS WHEREOF, on this 4th day of May, 2022.



Vicki C Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3, 2025

This, the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-24 (WARDS 4 AND 6)

OFFICE OF THE CITY ATTORNEY
5/24/2022

WHEREAS, the Hinds County Board of Supervisors intends to (1) resurface Carriage Hills Drive at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 4); (2) resurface Briar Vista at an amount not to exceed \$9,000.00, to be paid from American Rescue Plan Funds (Ward 4); (3) resurface Swan Lake Drive at an amount not to exceed \$128,000.00, to be paid from American Rescue Plan Funds (Ward 6); (4) resurface Swan Hill Drive at an amount not to exceed \$27,000.00, to be paid from American Rescue Plan Funds (Ward 6); (5) resurface Swan Ridge Drive at an amount not to exceed \$24,000.00, to be paid from American Rescue Plan Funds (Ward 6); (6) resurface Swan Hill Cove at an amount not to exceed \$13,000.00, to be paid from American Rescue Plan Funds (Ward 6); and (7) resurface Lake Catherine Drive at an amount not to exceed \$76,000.00, to be paid from American Rescue Plan Funds (Ward 6); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) resurface Carriage Hills Drive at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 4); (2) resurface Briar Vista at an amount not to exceed \$9,000.00, to be paid from American Rescue Plan Funds (Ward 4); (3) resurface Swan Lake Drive at an amount not to exceed \$128,000.00, to be paid from American Rescue Plan Funds (Ward 6); (4) resurface Swan Hill Drive at an amount not to exceed \$27,000.00, to be paid from American Rescue Plan Funds (Ward 6); (5) resurface Swan Ridge Drive at an amount not to exceed \$24,000.00, to be paid from American Rescue Plan Funds (Ward 6); (6) resurface Swan Hill Cove at an amount not to exceed \$13,000.00, to be paid from American Rescue Plan Funds (Ward 6); and (7) resurface Lake Catherine Drive at an amount not to exceed \$76,000.00, to be paid from American Rescue Plan Funds (Ward 6).

Agenda Item No. 34
Agenda Date: May 24, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 19, 2022
DATE

POINTS	COMMENTS
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-24 (WARDS 4 AND 6)
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 of the streets being paved
4. Benefits	Improved travel
5. Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Wards 4 & 6
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works
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>



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-24 (WARDS 4 AND 6)

Item #:

Council Meeting: Regular Council Meeting, May 24, 2022

Purpose: To Authorize Hinds County to (1) resurface Carriage Hills Drive at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 4); (2) resurface Briar Vista at an amount not to exceed \$9,000.00, to be paid from American Rescue Plan Funds (Ward 4); (3) resurface Swan Lake Drive at an amount not to exceed \$128,000.00, to be paid from American Rescue Plan Funds (Ward 6); (4) resurface Swan Hill Drive at an amount not to exceed \$27,000.00, to be paid from American Rescue Plan Funds (Ward 6); (5) resurface Swan Ridge Drive at an amount not to exceed \$24,000.00, to be paid from American Rescue Plan Funds (Ward 6); (6) resurface Swan Hill Cove at an amount not to exceed \$13,000.00, to be paid from American Rescue Plan Funds (Ward 6); and (7) resurface Lake Catherine Drive at an amount not to exceed \$76,000.00, to be paid from American Rescue Plan Funds (Ward 6)

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to (1) resurface Carriage Hills Drive at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 4); (2) resurface Briar Vista at an amount not to exceed \$9,000.00, to be paid from American Rescue Plan Funds (Ward 4); (3) resurface Swan Lake Drive at an amount not to exceed \$128,000.00, to be paid from American Rescue Plan Funds (Ward 6); (4) resurface Swan Hill Drive at an amount not to exceed \$27,000.00, to be paid from American Rescue Plan Funds (Ward 6); (5) resurface Swan Ridge Drive at an amount not to exceed \$24,000.00, to be paid from American Rescue Plan Funds (Ward 6); (6) resurface Swan Hill Cove at an amount not to exceed \$13,000.00, to be paid from American Rescue Plan Funds (Ward 6); and (7) resurface



**City of Jackson
Office of the City Attorney**

Lake Catherine Drive at an amount not to exceed \$76,000.00, to be paid from American Rescue Plan Funds (Ward 6).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 979
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1759
Facsimile: (601) 960-1759

OFFICE OF THE CITY ATTORNEY
5/19/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-24 (WARDS 4 AND 6)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

5/19/22

DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-24

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on May 02, 2022

District 4

- 1. Resurface Swan Lake Drive at an amount not to exceed \$128,000.00, to be paid from American Recue Funds.**
- 2. Resurface Swan Hill Drive at an amount not to exceed \$27,000.00, to be paid from American Recue Funds.**
- 3. Resurface Swan Ridge Drive at an amount not to exceed \$24,000.00, to be paid from American Recue Funds.**
- 4. Resurface Swan Hill Cove at an amount not to exceed \$13,000.00, to be paid from American Recue Funds.**
- 5. Resurface Lake Catherine Drive at an amount not to exceed \$76,000.00, to be paid from American Recue Funds.**
- 6. Resurface Carriage Hills Drive at an amount not to exceed \$48,000.00, to be paid from American Recue Funds.**
- 7. Resurface Briar Vista Drive at an amount not to exceed \$9,000.00, to be paid from American Recue Funds.**

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its

designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the 2017 Bond Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,

2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the

Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 2nd day of May, 2022.

HINDS COUNTY, MISSISSIPPI

CredeLL Calhoun
CREDELL CALHOUN, President
Hinds County Board of Supervisors

ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on May 02, 2022.

IN WITNESS WHEREOF, on this 4th day of May, 2022.



Vicki C Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3, 2025

This, the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-26 (WARDS 1 AND 2)

OFFICE OF THE CITY ATTORNEY
MAY 24 2022

WHEREAS, the Hinds County Board of Supervisors intends to (1) pave Lake Circle from the 2200 block to the 2700 block at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); and (2) pave Village Court at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds (Ward 2); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) pave Lake Circle from the 2200 block to the 2700 block at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); and (2) pave Village Court at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds (Ward 2).

Agenda Item No. 35
Agenda Date: May 24, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 19, 2022
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 AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-26 (WARDS 1 AND 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	6. Infrastructure and Transportation 7. Quality of Live	
3.	Who will be affected	Residents of the streets being paved	
4.	Benefits	Improved travel	
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Wards 1 & 2	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works	
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 ___ 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 ___	



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-26 (WARDS 1 AND 2)**

Item #:

Council Meeting: Regular Council Meeting, May 24, 2022

Purpose: To Authorize Hinds County to (1) pave Lake Circle from the 2200 block to the 2700 block at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); and (2) pave Village Court at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds (Ward 2)

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to (1) pave Lake Circle from the 2200 block to the 2700 block at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); and (2) pave Village Court at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds (Ward 2).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
5/19/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-26 (WARDS 1 AND 2)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

5/19/22
DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-26

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on May 02, 2022

District 1

- 1. *Pave Village Court at an amount not to exceed \$25,000.00, to be paid from American Recue Funds.***
- 2. *Pave Lake Circle from 2200 Block to the 2700 Block at an amount not to exceed \$67,000.00, to be paid from American Recue Funds.***

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the 2017 Bond Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads

after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 2nd day of May, 2022.

HINDS COUNTY, MISSISSIPPI

CredeLL Calhoun
CREDELL CALHOUN, President
Hinds County Board of Supervisors

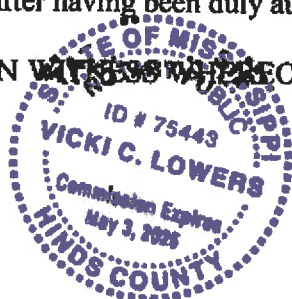
ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on May 02, 2022.

IN WITNESS WHEREOF, on this 4th day of May, 2022.



Vicki C. Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3, 2025

This, the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-12 (WARDS 4 AND 5)

OFFICE OF THE CLERK
MAYOR
2022

WHEREAS, the Hinds County Board of Supervisors intends to (1) resurface Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); (2) resurface Dewey Street, which intersects Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); and (3) resurface Ramada Circle at an amount not to exceed \$52,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 4); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) resurface Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); (2) resurface Dewey Street, which intersects Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); and (3) resurface Ramada Circle at an amount not to exceed \$52,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 4).

Agenda Item No. 36
Agenda Date: May 24, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 19, 2022
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 AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-12 (WARDS 4 AND 5)
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 Live
3.	Who will be affected	Residents of the streets being paved
4.	Benefits	Improved travel
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	<ul style="list-style-type: none"> Wards 4 & 5
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works
8.	COST	<ul style="list-style-type: none"> N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<ul style="list-style-type: none"> N/A
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___



**City of Jackson
Office of the City Attorney**

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-12 (WARDS 4 AND 5)

Item #:

Council Meeting: Regular Council Meeting, May 24, 2022

Purpose: To Authorize Hinds County to (1) resurface Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); (2) resurface Dewey Street, which intersects Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); and (3) resurface Ramada Circle at an amount not to exceed \$52,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 4)

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to (1) resurface Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); (2) resurface Dewey Street, which intersects Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); and (3) resurface Ramada Circle at an amount not to exceed \$52,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 4).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know 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) 960-1709
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-12 (WARDS 4 AND 5)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, Legal Counsel *TW*

5/19/22
DATE

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2022-12

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on April 4, 2022

District 3

1. *Resurface School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds.*
2. *Resurface Dewey Street at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds.*
3. *Resurface Ramada Circle at an amount not to exceed \$52,500.00, to be paid from Series 2017-2018 Bond Funds.*

Public infrastructure improvements supported by this project may include, but not necessarily be limited to, purchase of equipment, sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the Series 2017 Bond Funds or other applicable sources to

fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., 19-3-41, and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for

filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 4th day of April, 2022.

HINDS COUNTY, MISSISSIPPI

CredeLL Calhoun
CREDELL CALHOUN, President CCB
Hinds County Board of Supervisors

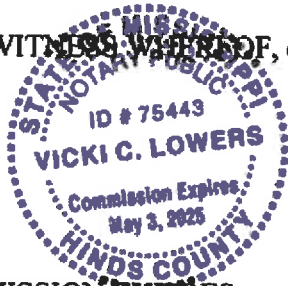
ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CREDELL CALHOUN and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on April 4, 2022.

IN WITNESS WHEREOF, on this 6th day of April, 2022.



Vicki C Lowers
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 3rd, 2025

This, the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

**ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE
GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY**

WHEREAS, the Office of the City Attorney Fiscal Year 2021-2022 budget needs to be amended to provide essential funds to salaries due to budgetary limitations preventing recruitment and retention; and

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021-2022 Budget be amended in the amount of \$60,000.00

To/From	Fund/Account Number	Amount
To:	001-407.00-6111	\$60,000.00
From:	001-407.00-6419	(\$60,000.00)

Agenda Item No. 37
Agenda Date: May 24, 2022
(C.Martin, Lumumba)

MEMORANDUM



Office of the City Attorney
(601) 960-1799

TO: Chokwe A. Lumumba, Mayor

FROM: Catoria P. Martin, City Attorney

DATE: May 19, 2022

RE: **AMENDING THE FISCAL YEAR 2021-2022 BUDGET –
OFFICE OF THE CITY ATTORNEY**

The Office of the City Attorney Fiscal Year 2021-2022 budget needs to be amended to provide essential funds to salaries due to budgetary limitations preventing in recruitment and retention.

The Fiscal Year 2021-2022 Budget need to be revised in the amount of \$60,000.00.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY**, is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin
City Attorney



DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/19/2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	
	Who will be affected	Office of the City Attorney
	Benefits	
	Effective Date (beginning date)	Upon City Council approval.
	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	OFFICE OF THE CITY ATTORNEY
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	City Legal Department
8.	COST	\$60,000.00
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	
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

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE ANNUAL HOMECOMING CELEBRATION IN HONOR
OF THE LATE MEDGAR WILEY EVERS

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

WHEREAS, the former first Mississippi Field Director of the State NAACP, husband, father, Civil Rights champion and humanitarian who was assassinated in the driveway of his home in the City of Jackson on June 12, 1963; and

WHEREAS, the City of Jackson has been involved in the Homecoming Celebration for the late Medgar Wiley Evers for many years; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council continues in the long-standing tradition of honoring the life of the late Mr. Medgar Wiley Evers.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports the annual homecoming celebration in honor of the late Medgar Wiley Evers in the City of Jackson.

SO RESOLVED, this the ____ day of May, 2022.

Agenda Item #

38

Agenda Datew: May 24, 2022

BY: STOKES

RESOLUTION OF THE CITY CUNCIL OF JACKSON, MISSISSIPPI
REQUESTING THE ASSISTANCE OF HINDS COUNTY TO PAVE STREET
AND FILL POTHOLES IN THE CITY OF JACKSON

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

WHEREAS, the City of Jackson is in desperate need of help and assistance in the paving of streets and filling of potholes; and

WHEREAS, Hinds County has partnered with the City of Jackson in the past and provided help; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council makes this much needed request for the assistance of Hinds County in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, requesting the assistance of Hinds County to pave streets and fill potholes in the City of Jackson.

SO RESOLVED, this the _____ day of May, 2022.

Agenda Item # 39
Agenda Date: May 24, 2022
BY: 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, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022 and April 26, 2022 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 #40
Agenda Date May 24, 2022
(Jackson City Council)**

