



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
March 27, 2018
AGENDA
6:00 PM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **MURRAH HIGH SCHOOL SINGERS**

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **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."**
3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 19, 2017 FOR THE FOLLOWING CASES:**

2014-2895	2014-2899	2017-1272	2017-1285	2017-1447	2017-1471
2017-1472	2017-1486	2017-1513	2017-1514	2017-1522	2017-1523
2017-1524	2017-1525	2017-1644	2017-1713	2017-1716	2017-1718
2017-1719	2017-1721	2017-1723	2017-1724	2017-1725	2017-1726
2017-1727	2017-1731	2017-1732	2017-1733	2017-1446	2017-1775
2017-1776	2017-1777	2017-1778	2017-1781		

4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 23, 2018 FOR THE FOLLOWING CASES:**

2017-2024 2017-2026 2017-2027 2017-2066 2017-2072 2017-2127
2017-2129 2017-2133 2017-2135 2017-2136 2017-2138 2017-2140
2017-2141 2017-2143 2017-2144 2017-2169 2017-2170 2017-2171
2017-2173 2017-2174 2017-2175 2017-2176 2017-2177 2017-2179
2017-2180 2017-2182 2017-2185 2017-2186 2017-2187 2017-2188
2017-2191 2017-2192 2018-1001 2018-1002

5. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 30, 2018 FOR THE FOLLOWING CASES:**

2017-2139 2017-2142 2017-2152 2017-2164 2017-2166 2018-1003
2018-1004 2018-1005 2018-1006

6. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINSTRATIVE HEARINGS HELD FEBRUARY 6, 2018 FOR THE FOLLOWING CASES:**

2017-2054 2017-2098 2017-2100 2017-2101 2017-2102 2017-2114
2017-2117 2017-2119 2017-2120 2017-2155 2017-2156 2017-2157
2017-2158 2017-2159 2017-2161 2018-1000 2018-1007 2018-1009

7. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 13, 2018 FOR THE FOLLOWING CASES:**

2017-1977 2017-2025 2017-2034 2017-2035 2017-2037 2017-2047
2017-2065 2017-2067 2017-2070 2017-2125 2017-2147 2018-1010
2018-1011 2018-1012 2018-1020

8. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 27, 2018 FOR THE FOLLOWING CASES:**

2017-2178 2018-1021 2018-1022 2018-1025 2018-1026 2018-1030
2018-1032 2018-1033 2018-1035 2018-1036

9. **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOODSERVICE FOR SIX MONTHS SUPPLY OF FOODS - CANNED AND/OR DRY, GROUP IIB, BID NO. 38702-120616. (ALL WARDS) (KIDD, LUMUMBA)**

10. **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOODSERVICE FOR SIX MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED, GROUP IA (BID NO. 38601-120616). (KIDD, LUMUMBA)**
11. **ORDER REQUESTING AN EXTENSION FOR THE BID OF EAST SIDE JERSEY DAIRY FOR SIX MONTHS SUPPLY OF FOODS - DAIRY PRODUCTS - GROUP IV, BID NO. 37301-120616. (ALL WARDS) (KIDD, LUMUMBA)**
12. **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOODSERVICE FOR SIX MONTHS SUPPLY OF FOODS- CONDIMENTS- GROUP III, BID NO. 38801-120616. (ALL WARDS) (KIDD, LUMUMBA)**
13. **ORDER REQUESTING AN EXTENTION FOR THE BID OF MERCHANTS FOODSERVICE FOR SIX MONTHS SUPPLY OF FOODS-FRESH PRODUCE, GROUP V, BID NO. 37888-120616. (ALL WARDS) (KIDD, LUMUMBA)**
14. **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOODSERVICE FOR SIX MONTHS SUPPLY OF FOODS-CANNED AND/OR DRY, GROUP IIA, NO. 38701-120616. (ALL WARDS) (KIDD, LUMUMBA)**
15. **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANT FOODSERVICE, FOR SIX MONTHS SUPPLY OF FOODS-BABY FOODS, BID NO. 39331-120616. (ALL WARDS) (KIDD, LUMUMBA)**
16. **ORDER REQUESTING AN EXTENSION FOR BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED PRODUCTS, GROUP 1C BID NO. 38602-120616. (ALL WARDS) (KIDD, LUMUMBA)**
17. **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOODSERVICE FOR SIX MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED PRODUCTS, GROUP 1C BID. NO. 38603-120616. (ALL WARDS) (KIDD, LUMUMBA)**

INTRODUCTION OF ORDINANCES

18. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO AMEND THE JACKSON CODE OF ORDINANCES TO ESTABLISH THE OFFICE AND FUNCTION OF THE INTERNAL AUDITOR AS A SEPARATE AND INDEPENDENT OFFICE. (BANKS)**
19. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO REQUIRE THE MONTHLY REPORT OF FINANCIAL PERFORMANCE SHOWING EXPENDITURES AND LIABILITIES IN ACCORDANCE TO MISSISSIPPI CODE 21-35-13. (BANKS)**
20. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING AND REGULATING THE COLLECTION AND USE OF VIDEO FROM JPD BODY CAMERAS . (STOKES)**

REGULAR AGENDA

21. **APPROVAL OF THE JANUARY 3, 2018 SPECIAL COUNCIL MEETING MINUTES. (MOORE, PRIESTER)**
22. **CLAIMS (HATCHER, LUMUMBA)**

23. **PAYROLL (HATCHER, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE CAPITOL CITY RADIO CONTROL CLUB, AN UNINCORPORATED ASSOCIATION, FOR THE SUPERVISION AND OPERATION OF THE SMALL AIRFIELD USED BY MODEL AIRCRAFT AND REMOTE CONTROLLED MODEL AIRCRAFT AT BUDDY BUTTS PARK LOCATED AT 6180 NORTH MCRAVEN ROAD. (WARD 4) (HARRIS, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOYS BASEBALL ASSOCIATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN GROVE PARK. (WARD 4) (HARRIS, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK JUNIOR GOLF CLUB, INC., FOR USE OF THE CITY-OWNED SONNY GUY MUNICIPAL GOLF COURSE LOCATED AT 3200 WOODROW WILSON DRIVE. (WARD 3) (HARRIS, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE FOREST HILL YOUTH CLUB, INC. FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT 1344 MCCLUER ROAD. (WARD 6) (HARRIS, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND MID-MISSISSIPPI R/C CLUB, INC. D/B/A MID-MISSISSIPPI RADIO CONTROL CLUB. (HARRIS, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE NORTH JACKSON YOUTH BASEBALL FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN LAKELAND PARK. (WARD 1) (HARRIS, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL AGREEMENTS WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR IMPROVEMENTS TO CABANISS STREET. (WARD 4) (MILLER, LUMUMBA)**
31. **ORDER ACCEPTING THE BID OF GREAT SOUTHERN RECREATION FOR CONSTRUCTION SERVICES FOR THE POINDEXTER PARK RESURFACING PROJECT, PROJECT NUMBER 16B7000.701 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY. (WARD 7) (MILLER, LUMUMBA)**
32. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF BROOKHOLLOW CIRCLE DRAINAGE IMPROVEMENTS (SMITH CREEK TRIBUTARY NO. 1, CITY PROJECT NUMBER 15B5008.401. (WARD 4) (MILLER, LUMUMBA)**

33. **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. (MILLER, LUMUMBA)**
34. **ORDER AUTHORIZING PAYMENT TO CONSOLIDATED PIPE & SUPPLY CO., INC. FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES. (MILLER, LUMUMBA)**
35. **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH UTILITY CONSTRUCTORS, INC. (MILLER, LUMUMBA)**
36. **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH DELTA CONSTRUCTORS, INC. (MILLER, LUMUMBA)**
37. **ORDER AUTHORIZING PAYMENT TO EAGLE PIPE AND SUPPLY, LLC FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES. (MILLER, LUMUMBA)**
38. **ORDER AUTHORIZING PAYMENT TO SOUTHERN CONSULTANTS, INC. FOR ENGINEERING SERVICES TO SUPPORT CITY ENGINEERING STAFF DURING THE JANUARY WINTER WEATHER EVENT. (MILLER, LUMUMBA)**
39. **ORDER AUTHORIZING AN APPLICATION FOR A WATER POLLUTION CONTROL REVOLVING FUND LOAN THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR SHORT-TERM COMPOSITE CORRECTION PROGRAM IMPROVEMENTS TO THE SAVANNA STREET WASTEWATER TREATMENT PLANT. (MILLER, LUMUMBA)**
40. **ORDER AUTHORIZING AN AMENDMENT TO THE FLOW MONITORING CONTRACT WITH CSL SERVICES, INC. TO INCLUDE TEMPORARY FLOW MONITORING IN SUPPORT OF A SANITARY SEWER EVALUATION SURVEY AND HYDRAULIC MODELING. (WARDS 3, 5) (MILLER, LUMUMBA)**
41. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MASE/CWA LOCAL 3570. (GIPSON, LUMUMBA)**
42. **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERTS AND INCUR EXPENSES IN CAUSE #25 CH 1:17 CV-0077 WLK PENDING IN THE HINDS COUNTY CIRCUIT COURT. (GIBSON, LUMUMBA)**
43. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND WEBQA, INC. (MOORE, TILLMAN)**
44. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CENTRAL AUCTION HOUSE D/B/A CENTRAL BIDDING FOR THE CITY OF JACKSON'S ELECTRONIC BIDDING SERVICES. (MOORE, TILLMAN)**

45. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF RESURRECTION DAY (EASTER), 2018. (STOKES)**

DISCUSSION

46. **DISCUSSION: COUNCIL DECORUM (LINDSAY)**
47. **DISCUSSION: INTERLOCAL AGREEMENT (STAMPS)**
48. **DISCUSSION: JACKSON RUN SENIOR APARTMENTS (STAMPS)**
49. **DISCUSSION: GREENBROOK FLORIST (STOKES)**
50. **DISCUSSION: TIME VS CRIME (COACH ROBERT BRADY) (STOKES)**
51. **DISCUSSION: FORFEITURE AND SEIZURE FUNDS (BANKS)**
52. **DISCUSSION: RETRO METRO (BANKS)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

53. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING MINACT ON ITS 40TH ANNIVERSARY IN BUSINESS. (PRIESTER)**
54. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MRS. HELEN YOUNG FOR EXEMPLARY WOMANHOOD AND INDUSTRY AS AN EDUCATOR. (STOKES)**
55. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MR. JAY JOHNSON, AN OUTSTANDING CITIZEN FOR HIS EMPOWERING LEADERSHIP IN PHOTOGRAPHY. (STOKES)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ALL ITEMS IN COMMITTEE

FINANCE

1. Order of the City Council of Jackson, Mississippi authorizing an across the board pay raises for City employees for FY 2014-2015. (Cooper-Stokes) (07/01/14)
2. Ordinance establishing responsible banking and community reinvestment practices within the City of Jackson. (Stamps) (08/12/14)
3. Order of the City Council of Jackson, Mississippi authorizing the retention of professional services to assist with the budget preparation for FY2016. (Stokes) (08/25/15)
4. Order revising unrestricted general fund reserve policy. (Stokes) (06/14/16)
5. Order of the City Council of Jackson, Mississippi authorizing the placement of two million dollars from the fund balance of the City budget to be transferred to the City of Jackson Police Department's budget. (Stokes) (11/01/16)

ECONOMIC DEVELOPMENT

1. Discussion: Joint Economic strategies for the Metrocenter by the City of Jackson and Hinds County (Tillman) (11/10/14)
2. Discussion: Costco (Yarber) (06/02/15)
3. Discussion: The Landmark Building (Yarber) (06/02/15)
4. Discussion: Farish Street (Yarber) (06/02/15)
5. Ordinance of the City Council of Jackson, Mississippi establishing the Business Development Fund within the City of Jackson. (Hendrix) (10/08/15)
6. Discussion: Black on Black Crime (Stamps) (04/04/17)
7. Order authorizing the Mayor to accept the transfer of ownership of the Jackson Multimodal Transportation Facility, commonly known as Union Station, from the Jackson Redevelopment Authority to the city of Jackson. (Stokes) (07/18/17)

ALL ITEMS IN COMMITTEE

EDUCATION

1. Resolution of the City Council of Jackson, Mississippi in opposition to locating charter schools in public schools that are currently in operation. (Cooper-Stokes) (04/08/14)

LEGISLATIVE

1. Resolution urging the Department of Housing and Urban Development to enact safeguards against abuses in contracts for deeds. (Stamps) (11/21/17)
2. Resolution calling on the federal, state, and local religious freedom and civil rights. (Stamps) (11/21/17)
3. Resolution supporting the expansion of the earned income tax credit for working childless adults. (Stamps) (11/21/17)
4. Resolution of the City Council of Jackson, Mississippi requesting the Governor to call a Special Session of the Mississippi State Legislature to deal with increased funding and treatment for mental patients in the State of Mississippi. (Stokes) (03/07/18)

PLANNING

1. Ordinance amending re-enacting a City of Jackson Curfew Ordinance, Chapter 86, Article II, of the Code of Ordinances City of Jackson, Mississippi to establish a curfew applicable to juveniles to within the City of Jackson. (Stokes) (07/26/11)
2. Ordinance of the City Council of Jackson, Mississippi renaming Amite Street (from Gallatin Street to Robinson Street) to Dr. John M. Perkins Drive. (Stokes) (08/24/10)
3. Ordinance of the City Council of Jackson, Mississippi renaming of Cleary Street (from Dalton Street to the Dead End) to Rev. Dr. Emmett C. Burns, Jr. Drive. (Stokes) (09/06/11)
4. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Medgar Evers Blvd. (from Ridgeway Street to Martin Luther King, Jr. Drive) to Reverend Curtis W. Houston Drive. (Cooper-Stokes) (07/10/12)
5. Ordinance of the City Council of Jackson, Mississippi requiring sprinkler systems in buildings housing flammable materials. (Cooper-Stokes) (09/4/112)
6. Resolution of the City Council of Jackson, Mississippi encouraging the enhanced use of cell phone towers in the City. (Cooper-Stokes) (01/14/14)

ALL ITEMS IN COMMITTEE

7. Ordinance amending the 2008 amendment to the Capital City Smoke-Free Air Ordinance of 2003, codified as Chapter 86, Article VI, of the Code of Ordinances, City of Jackson, Mississippi. (Whitwell) (01/14/14)
8. Ordinance of the City Council of Jackson, Mississippi to rename two streets: Gun Street for Albert Barber, Jr. and Hume Street for Jason Murphy, two teenage African American males who were double homicide victims in the City of Jackson in July 2013. (Cooper-Stokes) (03/11/14)
9. Discussion Item: City Land Bank Operations (Stamps) (03/25/14)
10. Ordinance of the City Council of Jackson, Mississippi renaming Battlefield Park in honor of the late Jackson Mayor Chokwe Lumumba. (Cooper-Stokes) (08/14/14) & (11/18/14)
11. Ordinance of the City Council of Jackson, Mississippi regulating the operation of drones in the city limits and requiring the registration of drones. (Cooper-Stokes) (09/09/14)
12. Ordinance of the City Council of Jackson, Mississippi requiring no-touch temperature checks of passengers arriving at City-owned airports. (Cooper-Stokes) (10/30/14)
13. Ordinance of the City Council of Jackson, Mississippi requiring the closure of nuisance nightclubs. (Cooper-Stokes) (11/04/14)
14. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operation. (Cooper-Stokes) (11/04/14)
15. Discussion: Parking meters and parking in downtown Jackson (Priester) (02/24/15)
16. Ordinance of the City Council of Jackson, Mississippi renaming Gymnasium Drive (from Bullard Street to Dead end) to James Rice, Jr. Drive. (Stokes) (10/06/15)
17. Ordinance of the City Council of Jackson, Mississippi regulating public accommodations for restroom facilities. (Stokes) (11/03/15)
18. Ordinance of the City Council of Jackson, Mississippi renaming Flag Chapel Road (from Clinton Boulevard to Northside Drive) to President Barack Obama Drive. (Stamps) (01/12/16)
19. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Valley Street from Highway 80 to Raymond Rd. to Rev. Dr. R.L.T. Smith Drive. (Stokes) (02/09/16)
20. Ordinance of the City Council of Jackson, Mississippi regulating the annual water sampling of Municipal water for the detection of contaminants of lead or copper. (Hendrix, Stamps) (02/09/16)

ALL ITEMS IN COMMITTEE

21. Ordinance of the City of Jackson, Mississippi amending Chapter 126 of the Jackson Municipal Code of Ordinances to modernize the regulation of vehicles for hire of the City of Jackson, Mississippi. (Priester) (03/10/16)
22. Ordinance of the City Council of Jackson, Mississippi naming the downtown Jatran Bus Transfer Station in honor of Mrs. Rosa Parks. (Stokes) (04/19/16)
23. Ordinance of the City Council of Jackson, Mississippi renaming Morris Street (from Jefferson Street to Commerce Street to Corrice Collins Drive). (Stokes) (04/19/16)
24. Order authorizing a one year moratorium on certain new business licenses in the City of Jackson. (Stamps) (05/03/16)
25. Ordinance of the City Council of Jackson, Mississippi renaming Tombigbee Street (from Congress Street to West Street) to Travis E. Knight Drive. (Stokes) (07/12/16)
26. Ordinance of the City Council of Jackson, Mississippi renaming a portion of Ridgeway Street (from Bailey Avenue to the Dead End) to Doug L. Anderson Street. (Stokes) (08/23/16)
27. Order requesting the City Council review and vote to approve the sign variance request for Jackson Public Schools to erect a 726 sq. ft. LED Billboard within a SUD zone which does not allow billboards. (Jefferson, Yarber) (09/06/16)
28. Order requesting the City Council review and vote to deny the sign variance request for Jackson Public Schools to erect a 726 sq. ft. LED Billboard within a SUD zone which does not allow billboards. (Jefferson, Yarber) (09/06/16)
29. Order requesting the City Council review and vote to approve the sign variance request for Jackson Public Schools to erect a three sided/faced LED Billboard within a SUD zone which does not allow there sided/faced billboard. (Jefferson, Yarber) (09/06/16)
30. Order requesting the City Council review and vote to deny the sign variance request for Jackson Public Schools to erect a three sided/faced LED Billboard within a SUD zone which does not allow there sided/faced billboard. (Jefferson, Yarber) (09/06/16)
31. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operations from 12:00 a.m. to 6:00 a.m. (Stokes) (10/18/16)
32. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Vardaman Street (from Bailey avenue to Bailey Avenue Extension) to Al Joyner Way. (Stokes) (11/01/16)

ALL ITEMS IN COMMITTEE

33. Order rescinding the ordinance of the City Council of Jackson, Mississippi renaming Langley Avenue (from Silas Brown Street to Winter Street) to Dr. Raymond O. Baird Drive. (Stamps) (11/01/16)
34. Ordinance of the City Council of Jackson, Mississippi establishing a five dollar per room rental fee for hourly motel rentals. (Stokes) (11/15/16)
35. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Pearl Street (from Dalton to Prentiss Street) to Coach Paul Covington Drive. (Stokes) (12/27/16)
36. Ordinance of the City Council of Jackson, Mississippi renaming Bailey Avenue (from Bailey Avenue Extension to Woodrow Wilson) to Tommie Hathorn Way. (Stokes) (12/27/16)
37. Ordinance of the City Council of Jackson, Mississippi to regulate security at apartments with 25 or more rental units. (Stokes) (02/21/17)
38. Ordinance of the City Council of Jackson, Mississippi naming Road of Remembrance Park as Alfredteen Brown Harrison Park. (Stokes) (03/07/17)
39. Ordinance amending Chapter 102 – Signs, Article II. Sign regulations, Section 102-32, Prohibited signs, of the Code of Ordinances of the City of Jackson, Mississippi to prohibit any outdoor sign that contains any message or depiction of a sexually explicit nature. (Stamps) (03/07/17)
40. Ordinance of the City Council of Jackson, Mississippi renaming Pear Street to Reverend Jesse Sutton, Jr. Street. (Stamps) (04/04/17)
41. Ordinance of the City Council of Jackson, Mississippi renaming Carnes Street (from Palmyra Street to Martin Luther King, Jr., Dr.) to Reverend Alvin Burton, Sr. Street. (Stokes) (04/18/17)
42. Ordinance of the City Council of Jackson, Mississippi renaming Cohea Street (from Palmyra Street to Lamar Street) to Corporal Allen Harper, Jr., Street. (Stokes) (04/18/17)
43. Ordinance of the City Council of Jackson, Mississippi renaming Todd Street (from Palmyra Street to Martin Luther King, Jr. Dr.) to Andre Lamont Jones Street. (Stokes) (04/18/17)
44. Order declaring parcel 73-26 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
45. Order declaring parcel 72-56 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)

ALL ITEMS IN COMMITTEE

46. Order declaring parcel 72-37 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
47. Order declaring parcel 73-29-1 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
48. Order declaring parcel 72-58 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
49. Order declaring parcel 72-52 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
50. Order declaring parcel 72-55 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
51. Order declaring parcel 73-22 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
52. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Capitol Street from Gallatin Street to State Street to Williams Brothers Drive. (Stokes) (08/29/17)
53. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Brame Street (from Northside Drive to the Dead End of Eubanks Creek) to Bishop Hollis Musgrove Drive. (Stokes) (08/29/17)
54. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Kimball Avenue (from Sunset Drive to Liberty Street) to Johnetta Jurden Drive. (Stokes) (08/29/17)
55. Order authorizing the Mayor to execute an agreement with BFAC.Com for the purchase and maintenance of a mobile app service and design. (Hatcher, Lumumba) (10/10/17)
56. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Livingston Road (from Five Points Medgar Evers Boulevard at Woodrow Wilson Drive to Northside Drive) to Dr. Aaron Shirley Drive. (Stokes) (11/21/17)
57. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Hamilton Street (from Mill Street to West Street) to Charles W. Tisdale Drive. (Stokes) (11/21/17)
58. Discussion: Sign Ordinance (Stokes) (12/5/17)

ALL ITEMS IN COMMITTEE

59. Ordinance of the City Council of Jackson, Mississippi renaming Sunray Drive (in its entirety) to Willie Lindsey, Jr. Drive. (Stamps) (02/27/18)
60. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Carnation Street (from Pocahontas Avenue to Holmes Avenue) to Reverend Frank Wilbert James Drive. (Stokes) (02/27/18)
61. Resolution of the City Council of Jackson, Mississippi supporting the reopening of Lake Hico. (Stokes) (02/27/18)

RULES

1. Ordinance of the City Council of Jackson, Mississippi to amend the Code of Ordinances of the Internal Audit Committee. (Banks) (02/13/18)

GOVERNMENT OPERATIONS

1. Discussion: Minority participation (Stokes) (06/02/15)
2. Discussion: 21st Century policing (Stamps) (06/02/15)
3. Discussion: EBO (Yarber) (06/02/15)
4. Ordinance of the City Council of Jackson, Mississippi amending Chapter 2 Administration, Article IV, Departments, Section 2-336, of the Code of Ordinances of the City of Jackson, Mississippi to delete Constituents Services and Information as a department and to remove Youth Court as a principal function of police. (Stamps) (09/06/16)
5. Ordinance amending Section 2-325 of the Jackson Code of Ordinances to include qualifications for the position of Chief Administration Officer. (Stamps) (11/1/16)
6. Order authorizing the Mayor to accept the transfer of ownership of the Jackson Multimodal Transportation Facility, commonly known as Union Station, from the Jackson Redevelopment Authority to the City of Jackson. (Stokes) (07/18/17)
7. Discussion: Officer Involved Shootings (Stamps) (02/27/18)
8. Discussion: Cash Bonds (Stamps) (02/27/18)

OFFICE OF THE ATTORNEY
3/8/18

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 19, 2017 FOR THE FOLLOWING CASES:

2014-2895	2014-2899	2017-1272	2017-1285	2017-1447	2017-1471
2017-1472	2017-1486	2017-1513	2017-1514	2017-1522	2017-1523
2017-1524	2017-1525	2017-1644	2017-1713	2017-1716	2017-1718
2017-1719	2017-1721	2017-1723	2017-1724	2017-1725	2017-1726
2017-1727	2017-1731	2017-1732	2017-1733	2017-1746	2017-1775
2017-1776	2017-1777	2017-1778	2017-1781		

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on September 19, 2017; and

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

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

ITEM# #3
AGENDA March 27, 2018

- 1) **Case #2014-2895 Parcel #210-198** located at 2401 Coronet Place/Lot North Of 2415: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Cutting grass & weeds, shrubbery, fence-line, bushes, saplings and remove trash and debris.

- 2) **Case #2014-2899: Parcel #210-168** located at 2440 Coronet Place/House South Of 2434: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 5*

Scope of Work: Cutting grass & weeds, shrubbery, fence-line, bushes, saplings and remove trash, debris and furniture.

- 3) **Case #2017-1272: Parcel #839-612** located at formerly 3042 Fleetwood Dr/Lot N Of 3048 Fleetwood Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. *Ward 6*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts.

- 4) **Case #2017-1285: Parcel #634-245** located at 2031 Tivoli Terrace (Formerly) Lot S Of 2021 Tivoli Terrace: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. *Ward 6*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

- 5) **Case #2017-1447: Parcel #433-169** located at 4646 Meadow Ridge Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove tree limbs, wooden boards, appliances, tree limbs, old furniture, old bricks, tree parts and tires

- 6) **Case #2017-1471: Parcel #119-467 located at 145 Road of Remembrance:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. *Ward 3*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove tree limbs, wooden boards, appliances, tree limbs, old furniture, old bricks, tree parts and tires

- 7) **Case #2017-1472: Parcel #162-190 located at 1712-14 Shirley Ave:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove tree limbs, fallen tree, wooden boards, tree limbs, old furniture, old bricks, tires, clean curbside, tree parts and tires

- 8) **Case #2017-1486: Parcel #833-6 located at 5144 Lurline Dr:** After hearing Mr. William D. Waltz testimony, hearing officer offer 14 days to enter into a repair agreement by February 13, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 4*

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, wooden boards, crates ,tires, Gray Charger, White Impala. Clean curbside.

- 9) **Case #2017-1513: Parcel #303-27 located at 1003 Terrace Ave:** After hearing Thomas Washington & Jill Berry-Alpha Capital/BMO Harris testimony, hearing officer offered 30 days to cure, expiring October 19, 2017. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 5*

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

- 10) **Case #2017-1514: Parcel #303-29** located at 2877 Arbor Hills Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

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

- 11) **Case #2017-1522 Parcel #122-10** located at 0/3rd Lot East Of 3036 Willing Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 4*

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

- 12) **Case #2017-1523: Parcel #121-74** located at 245 Holland Ave. No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs *Ward 5*

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

- 13) **Case #2017-1524: Parcel #121-7-1** located at 265 Holland Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

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

- 14) **Case #2017-1525: Parcel #303-7** located at 2929 Robinson St: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

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

- 15) **Case #2017-1644: Parcel #306-132** located at 0 Officer Thomas Catchings. No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 4*

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

- 16) **Case #2017-1713: Parcel #611-303** located at 3730 Veld Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, wooden boards, building materials, old furniture, and tires. Clean curbside

- 17) **Case #2017-1716: Parcel #628-334** located at 2984 Lakewood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 6*

Scope of Work: Board-up and secure house, cut grass, weeds, shrubbery, cut fence line remove trash and debris, remove fallen tree limbs, tree parts and appliance .

- 18) **Case #2017-1718: Parcel #630-186** located at 375 Lea Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 4*

Scope of Work: Board-up and secure house and cut grass, weeds, bushes, saplings and remove trash and debris, remove building materials, tree limb, tree parts, cut fence line, remove

- 19) **Case #2017-1719: Parcel #630-186** located at 0 Thousand Oaks Dr/Lot Btwn 2104 & 2108: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 4*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

- 20) **Case #2017-1721: Parcel #4854-411-242** located at 5069 Raintree Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings and removing of trash and debris, tree limbs, tree parts, tires.

- 21) **Case #2017-1723: Parcel #635-511** located at 1765 Waycona Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Cutting of grass, weed, shrubbery, fence line, bushes, and saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

- 22) **Case #2017-1724: Parcel #635-544** located at 1735 Waycona Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

- 23) **Case #2017-1725: Parcel #635-543 located at 1729 Waycona Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

- 24) **Case #2017-1726: Parcel #635-540 located at 1711 Waycona Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

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

- 25) **Case #2017-1727: Parcel #213-315 located at 2261 Paden St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

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

- 26) **Case #2017-1731: Parcel #209-81 located at 2647 Pine Tree:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds

- 27) **Case #2017-1732: Parcel #606-399 located at 3032 Lasalle St.:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds

- 28) **Case #2017-1733: Parcel #606-336 located at 451 Floyd Ave.:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 7*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds

- 29) **Case #2017-1746: Parcel #614-68 located at 2981 Greenview Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. *Ward 6*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds

- 30) **Case #2017-1775: Parcel #101-84-1 located at Lot S Of 2833 Booker Washington St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

Scope of Work: Cutting of grass, weeds, fence line, bushes, saplings and removing of trash, debris, tires, tree parts, tree limbs and clean curbside

- 31) **Case #2017-1776: Parcel #308-53 located at 353 Broadview St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 *Ward 4*

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

- 32) **Case #2017-1777: Parcel #101-100 located at 3011 Smith Robinson St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 33) **Case #2017-1778: Parcel #408-561** located at 3372 Elraine Blvd: After hearing Marcus Thompson & the grandson of Franklin testimony, hearing officer offered 30 days to enter into a repair agreement by October 19, 2017. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 3*

Scope of Work: Cutting grass, removing of trash, debris, tires and inoperable v vehicles: red Buick Lesabre and green Oldsmobile ninety-eight

- 34) **Case #2017-1781: Parcel #308-148** located at Lot Between 4303 & 4317 Lynda St: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

Scope of Work: Cutting of grass, weeds, fence line, bushes, saplings and removing of trash, debris, tree limbs, tree parts, tires

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

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

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

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

APPROVED FOR AGENDA

CHIEF OF POLICE
ASSISTANT CHIEF
DEPUTY CHIEF
COMMANDER
LEGAL DEPARTMENT
MAYOR'S OFFICE

INITIALS

DATE

MOORE
CHIEF OF POLICE

DAVIS
ASST. CHIEF

STASHER
DEPUTY CHIEF

COLEMAN
COMMANDER

LUMUMBA
MAYOR

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09-21-2017
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.			
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"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	JACKSON POLICE DEPARTMENT COMMUNITY IMPROVEMENT UNIT			
8.	COST	To be determined pending execution of contracts.			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___

Jackson Police Department
Community Improvement Unit



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

MEMORANDUM

TO: Chief Anthony Moore

AM 2/25/18

VIA: Assistant Chief James Davis

JD 2/28/18

Deputy Chief Sandra Stasher

SS 2/28/18

Commander Jaye Coleman

JC 2/28/18

FROM: Henry Davis, Supervisor
Community Improvement Unit

HD 2/28/18

DATE: February 28, 2018

Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.


OFFICE OF THE CITY ATTORNEY


OFFICE OF THE CITY ATTORNEY
3/13/18

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 19, 2017 FOR THE FOLLOWING CASES:

- | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 2014-2895 | 2014-2899 | 2017-1272 | 2017-1285 | 2017-1447 | 2017-1471 |
| 2017-1472 | 2017-1486 | 2017-1513 | 2017-1514 | 2017-1522 | 2017-1523 |
| 2017-1524 | 2017-1525 | 2017-1644 | 2017-1713 | 2017-1716 | 2017-1718 |
| 2017-1719 | 2017-1721 | 2017-1723 | 2017-1724 | 2017-1725 | 2017-1726 |
| 2017-1727 | 2017-1731 | 2017-1732 | 2017-1733 | 2017-1746 | 2017-1775 |
| 2017-1776 | 2017-1777 | 2017-1778 | 2017-1781 | | |

is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Dana Sims, *Deputy City Attorney* 

3/13/18
DATE

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 23, 2018 FOR THE FOLLOWING CASES:

OFFICE OF THE CLERK OF COURTS
JACKSON, MISSISSIPPI
5/8/18

2017-2024	2017-2026	2017-2027	2017-2066	2017-2072	2017-2127
2017-2129	2017-2133	2017-2135	2017-2136	2017-2138	2017-2140
2017-2141	2017-2143	2017-2144	2017-2169	2017-2170	2017-2171
2017-2173	2017-2174	2017-2175	2017-2176	2017-2177	2017-2179
2017-2180	2017-2182	2017-2185	2017-2186	2017-2187	2017-2188
2017-2191	2017-2192	2018-1001	2018-1002		

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on February 6, 2018; and

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

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

ITEM# #4
AGENDA March 27, 2018

- 1) **Case #2017-2024 Parcel #108-81** located at 2323 Ludlow Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 2) **Case #2017-2026: Parcel #408-825** located at 2222 Margaret W Alexander: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 3) **Case #2017-2027: Parcel #100-121** located at 2602 Prosperity Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris remove tree limbs cut shrubbery cut fence line remove tree parts cut bushes cut saplings remove tires clean curbside house located at ne prosperity street & James Street

- 4) **Case #2017-2066: Parcel #642-168** located at 5442 Queen Mary Lane: Mr. James H. King testimony hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring February 23, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00.. *Ward 4*

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

- 5) **Case #2017-2072 Parcel #108-144-47** located at 2030 Ludlow Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 6) **Case #2017-2127: Parcel #175-2** located at 1680 S Gallatin Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*
- Scope of Work: Cutting of grass, weeds and removing of trash and debris cut shrubbery, fence line, bushes, saplings, remove tree limbs, tree parts, wooden boards, crates, building materials, old furniture, bricks, clean curbside.*
- 7) **Case #2017-2129: Parcel #125-46-1** located at 198 Kolb Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*
- Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove wooden boards, building materials, tree limbs, tree parts, tires, clean curbside..*
- 8) **Case #2017-2133: Parcel #120-145-4** located at South Dr/Lot W. Of 3515 Officer Thomas Catchings: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*
- Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove wooden boards, crates, building materials, tree limbs, old bricks, tree parts, tires, clean curbside.*
- 9) **Case #2017-2135 Parcel #822-80** located at 1214 E Westhaven Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. *Ward 4*
- Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, cut shrubbery, fence line, bushes, saplings, remove fallen tree, wooden boards, crates, building materials, tree limbs, old bricks, tree parts, tires, clean curbside..*
- 10) **Case #2017-2136: Parcel #822-194** located at 4955 Westwood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. *Ward 4*
- Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, cut shrubbery, fence line, bushes, saplings, remove fallen tree, wooden boards, building materials, tree limbs, old bricks, tree parts, tires, clean curbside.*
- 11) **Case #2017-2138: Parcel #822-188** located at 4919 Westwood Dr: After hearing testimony, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded twenty (20) days to cure expiring February 12, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 4*
- Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove wooden boards, building materials, tree limbs, old bricks, tree parts, tires, and clean curbside..*

- 12) **Case #2017-2140: Parcel #822-178** located at 4805 Westwood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

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

- 13) **Case #2017-2141: Parcel #822-147** located at 4905 Sunnybrook Dr: After hearing testimony from David McAllen, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded seven (7) days to cure expiring January 30, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. *Ward 4*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove wooden boards, tires, several vehicles, located on property, several vehicles, parts located on property.

- 14) **Case #2017-2143: Parcel #822-133** located at 4826 E Westhaven Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 *Ward 4*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove wooden boards, tires, two vehicles, located on property appears to be inoperative light blue station wagon, gray sedan.

- 15) **Case #2017-2144: Parcel #822-167** located at 4914 Sunnybrook Dr: After hearing testimony from Michael Bridges, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded fourteen (14) days to cure expiring February 5, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00 *Ward 4*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove wooden boards, building materials, tree limbs, tree parts, tires, clean curbside

- 16) **Case #2017-2169 Parcel #573-90** located at 1718 Winchester Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 1*

Scope of Work: Cutting of grass, weeds and removing of trash and debris remove building material remove old furniture cut shrubbery cut fence line cut bushes cut saplings remove tires.

- 17) **Case #2017-2170: Parcel #107-54** located at 1001 Carver Street: After hearing testimony, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded fourteen (14) days to enter into a repair agreement or cure expiring February 5, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00 *Ward 3*

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

- 18) **Case #2017-2171: Parcel #107-12-20** located at 1007 Lanier Court: After hearing testimony from Gerald Kelly (property manager), hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded sixty (60) days to cure expiring March 23, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00 *Ward 3*

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

- 19) **Case #2017-2173: Parcel #630-627** located at 1539 Dorgan Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 6*

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

- 20) **Case #2017-2174 Parcel #606-70** located at 141 Grandview Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 21) **Case #2017-2175 Parcel #606-76** located at 402 Grandview Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 22) **Case #2017-2176: Parcel #606-53** located at 226 Grandview Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 23) **Case #2017-2177: Parcel #606-58** located at 140 Grandview Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 24) **Case #2017-2179: Parcel #101-103** located at 3003 Smith Robinson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00 Ward 3
- Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.*
- 25) **Case #2017-2180 Parcel #822-440** located at 1020 Westhaven Blvd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4
- Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.*
- 26) **Case #2017-2182: Parcel #606-96** located at 2857 Greenwood Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7
- Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.*
- 27) **Case #2017-2185: Parcel #616-85** located at 2771 Emerald Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6
- Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.*
- 28) **Case #2017-2186: Parcel #207-49** located at 245 Ferguson Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7
- Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.*
- 29) **Case #2017-2187: Parcel #207-26** located at 238 Ferguson Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 Ward 7
- Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.*

- 30) **Case #2017-2188 Parcel #618-105** located at 2732 Shannon Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 6*

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

- 31) **Case #2017-2191 Parcel #606-389** located at 441 Conner Avenue No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 32) **Case #2017-2192: Parcel #606-292** located at 442 Clark Avenue : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 33) **Case #2018-1001 Parcel #618-160** located at 2835 Carleton Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

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

- 34) **Case #2018-1002 Parcel #618-159** located at 2825 Carleton Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

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

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

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

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

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

APPROVED FOR AGENDA	INITIALS	DATE
CHIEF OF POLICE	<u> <i>AM</i> </u>	<u> 2/24/18 </u>
ASSISTANT CHIEF	_____	_____
DEPUTY CHIEF	<u> <i>SS</i> </u>	<u> 2/20/18 </u>
COMMANDER	<u> <i>JC</i> </u>	<u> 2/16/18 </u>
LEGAL DEPARTMENT	_____	_____
MAYOR'S OFFICE	_____	_____

MOORE CHIEF OF POLICE	DAVIS ASST. CHIEF	STASHER DEPUTY CHIEF	COLEMAN COMMANDER	LUMUMBA MAYOR
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ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/16/2018
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.	
5.	Schedule (beginning date)	To be determined pending execution of contracts.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	JACKSON POLICE DEPARTMENT COMMUNITY IMPROVEMENT UNIT	
8.	COST	To be determined pending execution of contracts.	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	

Jackson Police Department
Community Improvement Unit



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

MEMORANDUM

TO: Chief Anthony Moore *AM 2/20/18*

VIA: Assistant Chief James Davis
Deputy Chief Sandra Stasher *SS 2/20/18*
Commander Jaye Coleman *JC 2/16/18*

FROM: Henry Davis, Supervisor *HD 2/16/18*
Community Improvement Unit

DATE: February 16, 2018

Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Jackson Police Department



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

Memorandum

To: Mayor Chokwe A. Lumumba
From: Anthony Moore *Am 2/21/18*
Chief of Police
Ref: Agenda Item
Date: February 21, 2018

The attached agenda item is a Resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of the Mississippi Code.

Therefore, we respectfully request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY


This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 23, 2018 FOR THE FOLLOWING CASES:

2017-2024	2017-2026	2017-2027	2017-2066	2017-2072	2017-2127
2017-2129	2017-2133	2017-2135	2017-2136	2017-2138	2017-2140
2017-2141	2017-2143	2017-2144	2017-2169	2017-2170	2017-2171
2017-2173	2017-2174	2017-2175	2017-2176	2017-2177	2017-2179
2017-2180	2017-2182	2017-2185	2017-2186	2017-2187	2017-2188
2017-2191	2017-2192	2018-1001	2018-1002		

is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*



Dana Sims, *Deputy City Attorney*

3/15/18
DATE

OFFICE OF THE CITY ATTORNEY
2/27/18

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 30, 2018 FOR THE FOLLOWING CASES:

2017-2139 2017-2142 2017-2152 2017-2164 2017-2166 2018-1003
2018-1004 2018-1005 2018-1006

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on January 30, 2018; and

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

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

ITEM#
AGENDA

#5
March 27, 2018

- 1) **Case #2017-2139 Parcel #606-54 located at 0 Grandview Circle/Lot E. of 170 Grandview Circle:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings and removing of trash and debris, wooden boards, building materials, tree limbs, tree parts, tires. Clean curbside.

- 2) **Case #2017-2142: Parcel #606-72 located at 161 Grandview Circle:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings and removing of trash and debris, wooden boards, building materials, tree limbs, tree parts, tires. Clean curbside.

- 3) **Case #2017-2152: Parcel #606-38 located at 362 Grandview Circle:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Cutting of grass, weed, shrubbery, fence line, bushes, and saplings and removing of trash and debris, wooden boards, building materials, tires. Clean curbside.

- 4) **Case #2017-2164: Parcel #211-166 located at 2548 Shepwood Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings and removing of trash and debris, wooden boards, tree limbs, tree parts, building materials, old furniture, and tires. Clean curbside.

- 5) **Case #2017-2166: Parcel #839-733 located at 1943 Longwood Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 6*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings and removing of trash and debris, tree limbs, tree parts, tires. Clean curbside.

- 6) **Case #2018-1003: Parcel #207-96 located at 209 Arbor Hills Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds

- 7) **Case #2018-1004: Parcel #207-70 located at 208 Arbor Hills Dr:** After hearing Mr. William D. Waltz testimony, hearing officer offer 14 days to enter into a repair agreement by February 13, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds.

- 8) **Case #2018-1005: Parcel #207-95 located at 217 Arbor Hills Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds.

- 9) **Case #2018-1006: Parcel #606-156 located at 2877 Arbor Hills Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds BURNED.

OFFICE OF THE CITY ATTORNEY
 3/1/18

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

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

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

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

APPROVED FOR AGENDA	<u>INITIALS</u>	<u>DATE</u>
CHIEF OF POLICE	<u>Am</u>	<u>2/20/18</u>
ASSISTANT CHIEF	<u>JS</u>	<u>2/20/18</u>
DEPUTY CHIEF	<u>JC</u>	<u>2/14/18</u>
COMMANDER	_____	_____
LEGAL DEPARTMENT	_____	_____
MAYOR'S OFFICE	_____	_____

MOORE
CHIEF OF POLICE

DAVIS
ASST. CHIEF

STASHER
DEPUTY CHIEF

COLEMAN
COMMANDER

LUMUMBA
MAYOR

ITEM# _____
 AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/16/2018
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
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10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">N/A</td> <td style="width: 5%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Jackson Police Department
Community Improvement Unit



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

MEMORANDUM

TO: Chief Anthony Moore *AM 2/21/18*

VIA: Assistant Chief James Davis
Deputy Chief Sandra Stasher *JS 2/20/18*
Commander Jaye Coleman *JC 2/16/18*

FROM: Henry Davis, Supervisor *HP 2/16/18*
Community Improvement Unit

DATE: February 16, 2018

Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Jackson Police Department



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

Memorandum

To: Mayor Chokwe A. Lumumba
From: Anthony Moore *AM 2/21/18*
Chief of Police
Ref: Agenda Item
Date: February 21, 2018

The attached agenda item is a Resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of the Mississippi Code.

Therefore, we respectfully request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY


This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 30, 2018 FOR THE FOLLOWING CASES:**

2017-2139	2017-2142	2017-2152	2017-2164	2017-2166	2018-1003
2018-1004	2018-1005	2018-1006			

is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Dana Sims, *Deputy City Attorney* 



DATE

OFFICE OF THE CITY ATTORNEY
3/4/18

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 6, 2018 FOR THE FOLLOWING CASES:

- | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 2017-2054 | 2017-2098 | 2017-2100 | 2017-2101 | 2017-2102 | 2017-2114 |
| 2017-2117 | 2017-2119 | 2017-2120 | 2017-2155 | 2017-2156 | 2017-2157 |
| 2017-2158 | 2017-2159 | 2017-2161 | 2018-1000 | 2018-1007 | 2018-1009 |

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on February 6, 2018; and

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

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

ITEM# _____ #6
AGENDA _____ March 27, 2018

- 1) **Case #2017-2054 Parcel #131-209** located at 1300 Grand Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. *Ward 5*

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

- 2) **Case #2017-2098: Parcel #607-50** located at 131 Maple Ridge Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 3) **Case #2017-2100: Parcel #607-41** located at 113 Maple Ridge Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 4) **Case #2017-2101: Parcel #607-38** located at 107 Maple Ridge Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 5) **Case #2017-2102: Parcel #607-37** located at 105 Maple Ridge Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 6) **Case #2017-2114: Parcel #821-512 located at Gault St/Lot E. of 5208 Gault St:** After hearing testimony from Mrs. Carol Garrett, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty(30) days to cure expiring March 8, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 4*

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

- 7) **Case #2017-2117: Parcel #825-192 located at 0 Dewey St/2nd Lot N Of 1846 Dewey St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 *Ward 7*

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

- 8) **Case #2017-2119: Parcel #825-196 located at 1846 Dewey St:** After hearing testimony from Mrs. Jane Walker-owner sister, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty(45) days to cure expiring March 24, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward*

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

- 9) **Case #2017-2120: Parcel #190-6 located at 213 W. Capitol St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. *Ward 7*

Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, remove wooden boards, building materials, old bricks, clean curbside.

- 10) **Case #2017-2155: Parcel #107-90 located at 862 Carver St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 *Ward 3*

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

- 11) **Case #2017-2156: Parcel #606-265** located at 2926 Englewood Blvd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 12) **Case #2017-2157: Parcel #606-149** located at 2862 Greenwood Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 13) **Case #2017-2158: Parcel #606-98** located at 2869 Greenwood Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 14) **Case #2017-2159: Parcel #125-45-1** located at 190 Kolb St: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 *Ward 5*

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

- 15) **Case #2017-2161: Parcel #607-35** located at 101 Maple Ridge Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 *Ward 7*

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

- 16) **Case #2018-1000: Parcel #806-22** located at 0 Upton Dr/Lot Btw 266 & 270 Upton Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 2*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut fence line, bushes, saplings, remove tree limbs, tree parts, tires, clean curbside, and rebound mound of fiberglass objects.

- 17) **Case #2018-1007: Parcel #119-211** located at 173 Sewanee Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds

- 18) **Case #2018-1009: Parcel #409-181** located at 3430 Shady Oaks St: After hearing testimony from Mrs. Marion Matherne, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty(60) days to cure expiring April 2, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 3*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weed

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

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

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

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

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/16/2018
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
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"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	JACKSON POLICE DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	To be determined pending execution of contracts.																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">___</td> <td style="width: 5%;">no</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Jackson Police Department
Community Improvement Unit



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

MEMORANDUM

TO: Chief Anthony Moore *AM 2/21/18*

VIA: Assistant Chief James Davis
Deputy Chief Sandra Stasher *JS 2/22/18*
Commander Jaye Coleman *JC 2/16/18*

FROM: Henry Davis, Supervisor *H.D. 2/16/18*
Community Improvement Unit

DATE: February 16, 2018

Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Jackson Police Department



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

Memorandum

To: Mayor Chokwe A. Lumumba
From: Anthony Moore *AM 2/21/18*
Chief of Police
Ref: Agenda Item
Date: February 21, 2018

The attached agenda item is a Resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of the Mississippi Code.

Therefore, we respectfully request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY


This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 6, 2018 FOR THE FOLLOWING CASES:

2017-2054	2017-2098	2017-2100	2017-2101	2017-2102	2017-2114
2017-2117	2017-2119	2017-2120	2017-2155	2017-2156	2017-2157
2017-2158	2017-2159	2017-2161	2018-1000	2018-1007	2018-1009

is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Dana Sims, *Deputy City Attorney* 



3/4/18
DATE

OFFICE OF THE CITY ATTORNEY
3/1/18

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD February 13, 2018 FOR THE FOLLOWING CASES:

2017-1977	2017-2025	2017-2034	2017-2035	2017-2037
2017-2047	2017-2065	2017-2067	2017-2070	2017-2125
2017-2147	2018-1010	2018-1011	2018-1012	2018-1020

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on February 13, 2018; and

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

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

ITEM# #7
AGENDA March 27, 2018

- 1) **Case #2017-1977 Parcel #410-393** located a 3644 Skyline Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 2) **Case #2017-2025: Parcel #108-85** located at 2331 Ludlow Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 3) **Case #2017-2034: Parcel #98-167** located at 1623 Wood St: After hearing testimony from Mr. Jonas Davis hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring March 15, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Cutting of grass, weeds and removing of trash and debris remove wooden boards remove tree limbs cut shrubbery cut fence line remove tree parts cut bushes cut saplings remove tires clean curbside remove auto part auto body parts engine parts inoperable vehicles beige van white Mazda blue chevy truck black saturn

- 4) **Case #2017-2035: Parcel #309-184** located a 277 Englewood St: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. *Ward 4*

Scope of Work: Cut grass, weeds, shrubbery, fence line bushes and saplings, remove trash and debris, clean curbside. Backyard needs attention.

- 5) **Case #2017-2037: Parcel #410-396** located a 3706 Skyline Dr After hearing testimony from Ms Lisa Dobbin hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring March 15, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 6*

Scope of Work: Cutting of grass, weeds and removing of trash and debris cut shrubbery cut fence line remove tree parts cut bushes cut saplings remove tires clean curbside remove sink on side of the house.

- 6) **Case #2017-2047: Parcel #516-2-1** located a 220 Edgewood Ter: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove old furniture, tires, screen dumpster areas immediately, clean curbside.

- 7) **Case #2017-2065: Parcel #642-127** located a 208 Queen Victoria Ln: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 4*

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

- 8) **Case #2017-2067: Parcel #642-167** located a 5428 Queen Mary Lane : After hearing testimony from Mr. James King hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring March 15, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 2*

Scope of Work: Cutting of grass, weeds and removing of trash and debris remove appliances cut grass weeds remove tree limbs remove old furniture cut shrubbery cut fence line remove tree parts cut bushes cut saplings remove tires clean curbside & inoperable trailer

- 9) **Case #2017-2070: Parcel #108-114** located at 2170 Ludlow Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

Scope of Work: Cutting of grass, weeds and removing of trash and debris and remove tree limbs remove old furniture cut fence line remove tree parts cut bushes cut saplings remove tires clean curbside

- 10) **Case #2017-2125: Parcel #442-128** located at 3622 Cavalier Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. *Ward 7*

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

- 11) **Case #2017-2147: Parcel #429-346** located at 146 W Northside Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 12) **Case #2018-1010: Parcel #616-128** located at 2706 Revere St: After hearing testimony from Mr. Robie Kight Jr hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring March 15, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 6*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds.

- 13) **Case #2017-1011: Parcel #215-137** located a 315 Raymond Rd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 5*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds.

- 14) **Case #2018-1012: Parcel #623-36-1** located at 558 Cooper Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 6*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds.

- 15) **Case #2018-1020: Parcel #822-194** located at 617 Cherry St: After hearing testimony from Mr. Carlos Lopez hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded fifteen (15) days to cure expiring February 27, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 7*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove wooden boards, crates, appliances, building materials, tree limbs, old furniture, bricks, tree parts, tires, clean curbside, White Nissan SUV appears to be inoperable, no tag located on vehicle.

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

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

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

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

APPROVED FOR AGENDA

CHIEF OF POLICE
ASSISTANT CHIEF
DEPUTY CHIEF
COMMANDER
LEGAL DEPARTMENT
MAYOR'S OFFICE

INITIALS

DATE

MOORE
CHIEF OF POLICE

DAVIS
ASST. CHIEF

STASHER
DEPUTY CHIEF

COLEMAN
COMMANDER

LUMUMBA
MAYOR

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/16/18

DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.	
5.	Schedule (beginning date)	To be determined pending execution of contracts.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	JACKSON POLICE DEPARTMENT COMMUNITY IMPROVEMENT UNIT	
8.	COST	To be determined pending execution of contracts.	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS	
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 ___

Jackson Police Department



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

Memorandum

To: Mayor Chokwe A. Lumumba

From: Anthony Moore *AM 2/21/18*
Chief of Police

Ref: Agenda Item

Date: February 21, 2018

The attached agenda item is a Resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of the Mississippi Code.

Therefore, we respectfully request that you authorize cleaning.

Thank you for your consideration.

Jackson Police Department
Community Improvement Unit



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

MEMORANDUM

TO: Chief Anthony Moore *A 2/21/18*

VIA: Assistant Chief James Davis
Deputy Chief Sandra Stasher *JS 2/20/18*
Commander Jaye Coleman *JC 2/16/18*

FROM: Henry Davis, Supervisor *HD 2/16/18*
Community Improvement Unit

DATE: February 16, 2018

Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 13, 2018 FOR THE FOLLOWING CASES:


2017-1977	2017-2025	2017-2034	2017-2035	2017-2037
2017-2047	2017-2065	2017-2067	2017-2070	2017-2125
2017-2147	2018-1010	2018-1011	2018-1012	2018-1020

is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Dana Sims, *Deputy City Attorney*

 3/1/18

3/4/18

DATE

OFFICE OF THE CITY ATTORNEY
3/4/18

OFFICE OF THE CITY ATTORNEY
3/5/18

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 27, 2018 FOR THE FOLLOWING CASES:

2017-2178 2018-1021 2018-1022 2018-1025 2018-1026 2018-1030
2018-1032 2018-1033 2018-1035 2018-1036

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on February 27, 2018; and

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

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

ITEM# _____
AGENDA _____

#8
March 27, 2018

- 1) **Case #2017-2178: Parcel #421-210 located at 3206 Sears St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 3*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards remove 12x14 storage building.

- 2) **Case #2018-1021 Parcel #854-135 located a 3526 Rainey Rd:** After hearing testimony from owner , hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded ninety (90) days to cure expiring May 30, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs. and a penalty of \$500.00. *Ward 6*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds

- 3) **Case #2018-1022: Parcel #606-152 located at 2865 Arbor Hills Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 7*

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

- 4) **Case #2018-1025: Parcel #640-322 located at 365 Clubview Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs .*Ward 4*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards remove 12x14 storage building.

- 5) **Case #2018-1026: Parcel #409-75 located at 3183 Tudor St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 3*

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

- 6) **Case #2018-1030: Parcel #409-76 located at 3189 Tudor St:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 3*

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

- 7) **Case #2018-1032: Parcel #409-614 located at 3548 Martin Luther King Jr Dr:** After hearing testimony from Mr. Mcharris hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded ninety (90) days to cure expiring May 30, 2018. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. *Ward 3*

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

- 8) **Case #2018-1033: Parcel #409-271 located at 1919 Oakland Ave:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs. *Ward 6*

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

- 9) **Case #2018-1035: Parcel #614-36 located at 2980 Greenview Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 6*

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

- 10) **Case #2018-1036: Parcel #614-50 located at 2845 Greenview Dr:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. *Ward 6*

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

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

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

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

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

APPROVED FOR AGENDA	<u>INITIALS</u>	<u>DATE</u>
CHIEF OF POLICE	_____	_____
ASSISTANT CHIEF	_____	_____
DEPUTY CHIEF	JJ	2/28/18
COMMANDER	JC	2/28/18
LEGAL DEPARTMENT	_____	_____
MAYOR'S OFFICE	_____	_____

MOORE
CHIEF OF POLICE

DAVIS
ASST. CHIEF

STASHER
DEPUTY CHIEF

COLEMAN
COMMANDER

LUMUMBA
MAYOR

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/28/2018
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
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"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	JACKSON POLICE DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	To be determined pending execution of contracts.																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Jackson Police Department
Community Improvement Unit



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

MEMORANDUM

TO: Chief Anthony Moore *AM 2/28/18*

VIA: Assistant Chief James Davis *AD 2/28/18*
Deputy Chief Sandra Stasher *SS 2/28/18*
Commander Jaye Coleman *JC 2/28/18*

FROM: Henry Davis, Supervisor *HD 2/28/18*
Community Improvement Unit

DATE: February 28, 2018

Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY


This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 27, 2018 FOR THE FOLLOWING CASES:

2017-2178	2018-1021	2018-1022	2018-1025	2018-1026	2018-1030
2018-1032	2018-1033	2018-1035	2018-1036		

is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*



Dana Sims, *Deputy City Attorney*



DATE

OFFICE OF THE CITY ATTORNEY
Brynn Cole
3/6/18

ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-CANNED AND/OR DRY, GROUP IIB, NO. 38702-120616 (All Wards).

WHEREAS, the Department of Human and Cultural Services previously solicited bids for Canned and/or Dry, Group IIB;

WHEREAS, the food was needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bids and determined that the bid submitted by Merchants FoodService was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expired on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children's best interest if Merchants Foodservice bid term is extended for six months, starting March 01, 2018 for each specified items as listed below:

COMPANY NAME	ITEMS
Merchants Foodservice 870 Boling Street Jackson, MS 39209	1, 3, 4-40, & 44

WHEREAS, Merchants Foodservice has agreed, in writing, to continue to honor its bid specifications.

IT IS THEREFORE ORDERED that Merchants Foodservice's term for canned and/or dry-Group IIB is extended for six months, starting March 1, 2018.

IT IS FURTHER ORDERED that payment for said Canned and/or Dry Group IIB, be made from various funds.

APPROVED FOR AGENDA:

#9
March 27, 2018
(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S																																								
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve month supply of foods-canned and/or dry, Group IIB; Bid No. 38702-120616.																																								
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.																																								
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)																																								
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.																																								
5.	Schedule (beginning date)	After Approval.																																								
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide (All Wards).																																								
6.	Action implemented by: <ul style="list-style-type: none"> o Mayor's Office o City Department o Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)																																								
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$ 6, 000.00.																																								
9.	Source of Funding <ul style="list-style-type: none"> o General Fund o Enterprise o Grant o Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72 General Fund																																								
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> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	AABE	_____ %	WAIVER	yes	___	no	___	N/A	WBE	_____ %	WAIVER	yes	___	no	___	N/A	HBE	_____ %	WAIVER	yes	___	no	___	N/A	NABE	_____ %	WAIVER	yes	___	no	___	N/A
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WBE	_____ %	WAIVER	yes	___	no	___	N/A																																			
HBE	_____ %	WAIVER	yes	___	no	___	N/A																																			
NABE	_____ %	WAIVER	yes	___	no	___	N/A																																			

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director
Department of Human and Cultural
Services

AOK

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods-Canned and/or Dry-
Group IIB; Term: March 01, 2017 through February 28, 2018; **BID NO. 38702-022316**;
Advertised November 10 & 17, 2016; Opened: December 6, 2016

I recommend the following vendor for the following items:

Merchants Foodservice
870 Boling Street
Jackson, Ms 39209

Item # 1	Applesauce
Item # 3	Fruit Cocktail, Light Syrup
Item # 4	Peach, Slices, Light Syrup
Item # 5	Diced Peaches
Item # 6	Pears, Diced, Light Syrup
Item # 7	Pineapple, Sliced, 60-65 ct. Light Syrup
Item # 8	Pineapple, Chunks
Item # 9	Diced Pineapples
Item # 11	Diced Pears
Item # 12	Mandarin Oranges
Item # 13	Mixed Fruit Cup
Item # 14	Baked Beans
Item # 15	Beans, Green, Cut, Cans, 3SV
Item #16	Carrots, Sliced
Item # 17	Macaroni, Elbow, Enriched Flour
Item # 18	Noodles, Medium, Egg, Enriched Flour
Item # 19	Peas, Green, Early June 3SV
Item # 20	Potatoes, Instant, with Vitamin C, without Dry Milk

- Item # 21 Spaghetti, Long, Thin, Enriched Flour
- Item # 22 Tuna, Chunk Light in Water
- Item #23 Fruit Juice, Grape, Cans 100% Juice
- Item # 24 Fruit Juice, Orange, Cans 100% Juice
- Item # 25 Fruit Juice, Pineapple, Cans 100% Juice
- Item # 26 Spaghetti Sauce, Thick, Top Brand
- Item # 27 Cream of Chicken
- Item # 28 Cream of Mushroom
- Item #29 Swanson Chicken Broth
- Item #30 Whole Kernel Corn
- Item # 31 Cheese Sauce Mix
- Item # 32 Beets
- Item # 33 Wide Egg Noodles, Enriched Flour
- Item # 34 Cranberry Sauce
- Item # 35 Cream of Celery
- Item #36 Cream Style Corn
- Item #37 Tropical Fruit
- Item # 38 Fruit Cocktail
- Item # 39 Applesauce
- Item #40 Mandarin Oranges
- Item #44 Welch's Fruit Snacks, Real Fruit 100%

3/7/18

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
3/10/18

This **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-CANNED AND/OR DRY, GROUP 11B, NO. 38702-120616 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

3/8/18

DATE

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



OFFICE OF THE CITY ATTORNEY
3/27/18

ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED, GROUP 1A (BID NO. 38601-120616).

WHEREAS, the Department of Human and Cultural Services previously solicited bids for frozen and/or chilled-Food Group 1A;

WHEREAS, the food was needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services reviewed said bids and determined the bid submitted by Merchants Food Service was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children's best interest if East Side Dairy bid term be extended for six months, starting March 01, 2018, for each of the specified items as listed below:

<u>Company Name</u>	<u>Items</u>
Merchants Foodservice 870 Boling Street Jackson, MS 39209	1-18, 20-24

WHEREAS, Merchants Foodservice has agreed, in writing, to continue to honor its bid Specifications.

IT IS THEREFORE ORDERED that Merchants Foodservice's term bid for frozen and/or chilled- Food Group 1A be extended for six months, starting March 1, 2018.

FURTHER ORDERED that payment for said Frozen and/or Chilled Products, Group 1A, be made from various funds.

APPROVED FOR AGENDA:

(KIDD, LUMUMBA)

#10
March 27, 2018

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S																																								
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve month supply of frozen and/or chilled, Group IA; Bid No. 38601-120616.																																								
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.																																								
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)																																								
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.																																								
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9.	Source of Funding o General Fund o Enterprise o Grant o Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72 General Fund																																								
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> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	AABE	_____ %	WAIVER	yes	___	no	___	N/A	WBE	_____ %	WAIVER	yes	___	no	___	N/A	HBE	_____ %	WAIVER	yes	___	no	___	N/A	NABE	_____ %	WAIVER	yes	___	no	___	N/A
ABE	_____ %	WAIVER	yes	___	no	___	N/A																																			
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HBE	_____ %	WAIVER	yes	___	no	___	N/A																																			
NABE	_____ %	WAIVER	yes	___	no	___	N/A																																			

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director 
Department of Human & Cultural Services

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods—Condiments
Group III; Term: March 01, 2017 through February 28, 2018; Bid No. 38801-
120616; Advertised November 10 & 17, 2016; Opened; December 06, 2016

I recommend the following vendor for the following bid items:

Merchants Foodservice
870 Boling Street
Jackson, Mississippi 39209

- Item # 1 Catsup, Tomato, 33% Solids
- Item # 2 Cinnamon, Ground
- Item # 3 Dressing, Ranch, Dry, Mix Pack
- Item # 4 Flour, H & R, All Purpose, White Enriched
- Item # 5 Garlic Powder
- Item # 6 Onion Powder
- Item # 7 Gravy Mix, Brown
- Item # 8 Jelly, Apply
- Item # 9 Jelly, Grape
- Item # 10 Mayonnaise, Heavy Duty
- Item # 11 Corn Meal, White, Plain, Enriched & Self-rising
- Item # 12 Mustard, Yellow, Prepared
- Item # 13 Nutmeg, Ground
- Item # 14 Peanut Butter, Creamy
- Item # 15 Pepper, Black, Ground
- Item # 16 Pickles, Dill, Sliced, Hamburger
- Item # 17 Pickle, Relish, Sweet
- Item # 18 Salt, Granulated, Plain, Iodized
- Item # 19 Salt, Seasoned
- Item # 20 Lawry's Taco Seasoning, Mix or Comparable
- Item # 21 Lawry's, Seasoning Salt or Comparable
- Item # 22 Sloppy Joe Seasoning, Mix or Comparable
- Item # 23 Sauce, Bar-B-Q-Mild, Cattleman's or equal to meat standards
- Item # 24 Shortening, Liquid, All Vegetable

- Item # 25 Sugar, Granulated, X-Fine, White
- Item # 26 Sugar, Powdered, Brown
- Item # 27 Sugar, Powdered, White
- Item # 28 Syrup, Maple, for Pancake & Waffle
- Item # 29 Whole Tomatoes
- Item # 30 Spaghetti Sauce
- Item # 31 Vinegar, White
- Item # 32 Ham Base
- Item # 33 Meat Tenderizer
- Item # 34 Self Rising, Flour Enriched
- Item # 35 Tea
- Item # 36 Lemonade
- Item # 37 Maraschino Cherries
- Item # 38 Corn Starch
- Item # 39 Kosher Dill Spears
- Item # 40 Ementos
- Item # 41 Pam Spray

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
3/5/18
3/5/18

This ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED, GROUP IA, (BID. NO. 38601-120616) (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* PA/LS

3/5/18

DATE

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Bolling St.
Jackson, MS 39209



Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



OFFICE OF THE CITY ATTORNEY
By: [Signature]
5/6/18

ORDER REQUESTING AN EXTENSION FOR THE BID OF EAST SIDE JERSEY DAIRY FOR A SIX MONTH SUPPLY OF FOODS-DAIRY PRODUCTS-GROUP IV, BID. NO. 37301-120616 (ALL WARDS).

WHEREAS, WHEREAS, the Department of Human and Cultural Services previously solicited bids for Condiments-Group III; and

WHEREAS, the condiments were needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services reviewed said bids and determined that the bid submitted by East Side Jersey Dairy was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to East Side Jersey Dairy for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children's best interest if East Side Jersey Dairy's bid term be extended for six months, starting March 01, 2018, for each of the specified items as listed below:

Company Name	Items
East Side Jersey Dairy PO Box 1229 Kosciusko, MS 39090	1, 3-41

WHEREAS, East Side Jersey Dairy has agreed, in writing, to continue to honor its bid specifications.

IT IS THEREFORE ORDERED that East Side Jersey Dairy's term bid for foods-condiments products be extended for six months, starting March 1, 2018.

FURTHER ORDERED that payment for said foods-condiments products be made from various funds.

APPROVED FOR AGENDA:

Item #11
March 27, 2018

(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Luvel Dairy for twelve month supply of dairy products, Group IV; Bid No. 37301-120616.
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.
5.	Schedule (beginning date)	After Approval.
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide (All Wards).
6.	Action implemented by: <ul style="list-style-type: none"> o Mayor's Office o City Department o Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$3, 000.00.
9.	Source of Funding <ul style="list-style-type: none"> o General Fund o Enterprise o Grant o Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72 General Fund

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director
Department of Human & Cultural Services

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods-Dairy Products, Group IV; Term: March 01, 2017 through February 28, 2018; **Bid No. 37301-120616**; Advertised November 10 & 17, 2017; Opened; December 06, 2016

I am recommending the bid submitted by East Side Dairy, 427 Dory Street, Jackson, Mississippi, 39201 be accepted as the best bid received for items below:

- Item # 5 Milk, Chocolate, 1% or low fat to which chocolate syrup or powder plus other ingredients has been added plastic
- Item # 6 Milk Homogenized, Vitamin D Enriched with 3.35% Butterfat in plastic container
- Item # 7 Milk, Skim in plastic container
- Item # 10 Sour Cream
- Item# 15 Butter Milk
- Item# 17 Milk, White, 1% or low fat, plastic container
- Item#18 Milk, Cookies & Cream, 1% or low fat to which syrup or powder plus ingredients has been added, plastic container

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 REQUESTING AN EXTENSION FOR THE BID OF EAST SIDE JERSEY DAIRY FOR SIX MONTHS SUPPLY OF FOODS-DAIRY PRODUCTS, GROUP IV, BID NO. 37301-120616 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* RNA

3/5/18

DATE

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



OFFICE OF THE CITY ATTORNEY
Billy
3/6/2018

ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR A SIX MONTH SUPPLY OF FOODS- CONDIMENTS- GROUP III, BID NO. 38801-120616 (ALL WARDS)

WHEREAS, the Department of Human and Cultural Services previously solicited bids for Condiments-Group III;

WHEREAS, the food was needed for children in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services reviewed said bids and determined that the bid submitted by Merchants Foodservice was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children's best interest if Merchants Foodservice bid term be extended for six months, starting March 01, 2018 for each specified items as listed below:

Company Name	Items
Merchants Foodservice 870 Boling Street Jackson, MS 39209	1, 3-41

IT IS THEREFORE ORDERED that Merchants Foodservice's term bid for condiments be extended for six months, starting March 01, 2018.

FURTHER ORDERED that payment for said supply of foods-condiments products, Group III, be made from various funds.

APPROVED FOR AGENDA:

(KIDD, LUMUMBA)

Item #12
March 27, 2018

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve month supply of condiments, Group III; Bid No. 38801-120616.					
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.					
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)					
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.					
5.	Schedule (beginning date)	After Approval.					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide (All Wards).					
6.	Action implemented by: <ul style="list-style-type: none"> o Mayor’s Office o City Department o Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)					
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$ 6, 000.00.					
9.	Source of Funding <ul style="list-style-type: none"> o General Fund o Enterprise o Grant o Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72 General Fund					
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director 
Department of Human & Cultural Services

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods–Condiments
Group III; Term: March 01, 2017 through February 28, 2018; **Bid No. 38801-
120616**; Advertised November 10 & 17, 2016; Opened; December 06, 2016

I recommend the following vendor for the following bid items:

Merchants Foodservice
870 Boling Street
Jackson, Mississippi 39209

Item # 1	Catsup, Tomato, 33% Solids
Item # 2	Cinnamon, Ground
Item # 3	Dressing, Ranch, Dry, Mix Pack
Item # 4	Flour, H & R, All Purpose, White Enriched
Item # 5	Garlic Powder
Item # 6	Onion Powder
Item # 7	Gravy Mix, Brown
Item # 8	Jelly, Apply
Item # 9	Jelly, Grape
Item # 10	Mayonnaise, Heavy Duty
Item # 11	Corn Meal, White, Plain, Enriched & Self-rising
Item # 12	Mustard, Yellow, Prepared
Item # 13	Nutmeg, Ground
Item # 14	Peanut Butter, Creamy
Item # 15	Pepper, Black, Ground
Item # 16	Pickles, Dill, Sliced, Hamburger
Item # 17	Pickle, Relish, Sweet
Item # 18	Salt, Granulated, Plain, Iodized
Item # 19	Salt, Seasoned
Item # 20	Lawry's Taco Seasoning, Mix or Comparable
Item # 21	Lawry's, Seasoning Salt or Comparable
Item # 22	Sloppy Joe Seasoning, Mix or Comparable
Item # 23	Sauce, Bar-B-Q-Mild, Cattleman's or equal to meat standards
Item # 24	Shortening, Liquid, All Vegetable

Item # 25	Sugar, Granulated, X-Fine, White
Item # 26	Sugar, Powdered, Brown
Item # 27	Sugar, Powdered, White
Item # 28	Syrup, Maple, for Pancake & Waffle
Item # 29	Whole Tomatoes
Item # 30	Spaghetti Sauce
Item # 31	Vinegar, White
Item # 32	Ham Base
Item # 33	Meat Tenderizer
Item # 34	Self Rising, Flour Enriched
Item # 35	Tea
Item # 36	Lemonade
Item # 37	Maraschino Cherries
Item # 38	Corn Starch
Item # 39	Kosher Dill Spears
Item # 40	Pimentos
Item # 41	Pam Spray

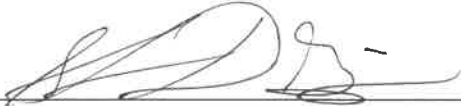
Office of the City Attorney


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
3/8/18
2018

This **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-CONDIMENTS-GROUP III, BID NO. 38801-120616 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* 

3/8/18

DATE



Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



3/16/2018
JUDGE OF THE CITY ATTORNEY

**ORDER REQUESTING AN EXTENTION FOR THE BIDS OF MERCHANTS
FOODSERVICE FOR A SIX MONTH SUPPLY OF FOODS-FRESH PRODUCE,
GROUP V, BID. NO. 37888-120616 (ALL WARDS).**

WHEREAS, the Department of Human and Cultural Services previously solicited bids for fresh produce, Group V, Bid No. 37888-120616; and

WHEREAS, the food was needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services reviewed said bids and determined that the bid submitted by Merchants Foodservice was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children’s best interest if Merchants Foodservice bid term be extended for six months, starting March 01, 2018, for each of the specified items as listed below:

<u>Company Name</u>	<u>ITEMS</u>
Merchants Foodservice 870 Boling Street Jackson, MS 39209	1-12

WHEREAS, Merchants Foodservice has agreed, in writing, to continue to honor its bid specifications.

IT IS THEREFORE ORDERED that Merchants Foodservice’s term bid for fresh produce, Group V, be extended for six months, starting March 1, 2018.

FURTHER ORDERED that payment for the fresh produce, Group V, be made from various funds.

APPROVED FOR AGENDA:

Item #13
March 27, 2018

(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve months supply of fresh produce, Group V; Bid No. 37888-120616.
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.
5.	Schedule (beginning date)	After Approval.
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide.
6.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$ 8, 000.00.
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director
Department of Human and Cultural
Services

AKC

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods-Fresh produce,
Group V; Term: March 01, 2017 through February 28, 2018; **BID NO. 37888-120616**;
Advertised; November 10 & 17, 2016; Opened: December 6, 2016

I recommend the following vendor for the following items:

Merchants Food Service
870 Boling Street
Jackson, Ms 39209


- Item # 1 Shredded Carrot
- Item # 2 Salad Mix- Red Cabbage and Shredded Carrot
- Item # 3 Chopped Onions
- Item # 4 Chopped Bell Pepper
- Item # 5 Dice Potatoes
- Item # 6 Sliced Carrots
- Item # 7 Shredded Lettuce
- Item # 8 Shredded Cabbage and carrot for Coleslaw
- Item # 9 Chopped Cabbage
- Item # 10 Carrot Sticks
- Item # 11 Celery Sticks
- Item #12 Chopped Celery


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 REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-FRESH PRODUCE, GROUP V, BID NO. 37888-120616 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* 



DATE

OFFICE OF THE CITY ATTORNEY
3/8/18
37888-120616

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



OFFICE OF THE CITY ATTORNEY
J. Kelly
3/6/2018

ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR A SIX MONTHS SUPPLY OF FOODS-CANNED AND/OR DRY, GROUP IIA, NO. 38701-120616 (ALL WARDS)

WHEREAS, the Department of Human and Cultural Services previously solicited bids for Canned and/or Dry, Group IIA;

WHEREAS, the food was needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bids and determined that the bid submitted by Merchants FoodService was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children's best interest if Merchants Foodservice bid term be extended for six months, starting March 01, 2018, for each specified items as listed below:

COMPANY NAME	ITEMS
Merchants Foodservice 870 Boling Street Jackson, MS 39209	1-15, 18-20, 22, 24, -25, 27,-28, 31, -35, 37, & 39

WHEREAS, Merchants Foodservice has agreed, in writing, to continue to honor its bid specifications.

IT IS HEREBY ORDERED that Merchants Foodservice's term bid for canned and/or dry-Group IIB, starting March 01, 2018.

IT IS THEREFORE ORDERED that payment for said Canned and/or Dry IIB, be made from various funds.

APPROVED FOR AGENDA

(KIDD, LUMUMBA)

Item #14
March 27, 2018

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve month supply of foods-canned and/or dry, Group IIA; Bid No. 38701-120616.					
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.					
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)					
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.					
5.	Schedule (beginning date)	After Approval.					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide (All Wards).					
6.	Action implemented by: <ul style="list-style-type: none"> o Mayor’s Office o City Department o Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)					
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$ 6, 000.00.					
9.	Source of Funding <ul style="list-style-type: none"> o General Fund o Enterprise o Grant o Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72 General Fund					
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director
Department of Human and Cultural
Services

ADK

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods-Canned and/or Dry-
Group IIA; Term: March 01, 2017 through February 28, 2017; **BID NO. 38701-120616**;
Advertised: November 10 & 17, 2016; Opened: December 06, 2016

I recommend the following vendor for the following items:

Merchants Foodservice
870 Boling Street
Jackson, Ms 39209

- Item # 1 Cereal, Apple Cinnamon-General Mills
- Item # 2 Cereal, Cheerios, Plain-General Mills
- Item # 3 Cereal, Honey Nut Cheerios-General Mills
- Item # 4 Cereal, Rice Krispies-Kellogg
- Item # 5 Fresh Toast Sticks
- Item # 6 Granola Bars Fruit
- Item # 7 Grits, Quick
- Item # 8 Quick Oatmeal
- Item # 9 Gelatin, Strawberry
- Item # 10 Pudding, Vanilla, Ready to Use
- Item # 11 Cookies, Honey Graham Crackers, Enriched
- Item # 12 Cookies, Honey, Graham Crackers, Enriched
- Item # 13 Cookies, Vanilla Wafers or Comparable Enriched Flour
- Item # 14 Fig Newton
- Item # 15 Crackers, Ritz
- Item # 18 Crackers, Saltine, Enriched Flour
- Item # 19 Crackers, Wheat
- Item # 20 Teddy Graham

Item # 21	Cheese Nips
Item # 22	Animal Crackers
Item # 24	Café Crackers
Item # 25	Peanut Butters Crackers
Item # 27	Goldfish, Cheddar
Item # 28	Goldfish, Pretzel
Item # 31	Baked Cheetos
Item # 32	Nacho Doritos
Item # 33	Frito Corn Chips
Item # 34	Sun Harvest Chips
Item # 35	Rice Krispie Treats
Item # 39	Pasta Spaghetti Whole Grain Barilla

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
3/16/2018

This **ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-CANNED AND/OR DRY, GROUP 11A, NO. 38701-120616 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

3/8/18

DATE

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



OFFICE OF THE CITY ATTORNEY
3/16/2018

ORDER REQUESTING AN EXTENSION FOR THE BID OF MERCHANT FOODSERVICE, FOR A SIX MONTH SUPPLY OF FOODS-BABY FOODS, BID NO. 39331-120616 (ALL WARDS).

WHEREAS, the Department of Human and Cultural Services previously solicited bids for Baby Food;

WHEREAS, the food was needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bids and determined that the bid submitted by Merchants Foodservice was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children's best interest if Merchants Foodservice bid term be extended for six months, starting March 01, 2018, for each specified items as listed below:

<u>COMPANY NAME</u>	<u>ITEMS</u>
Merchants Foodservice 870 Boling Street Jackson, Mississippi 39209	1, 3-4, 6-7

IT IS HEREBY ORDERED that Merchants Foodservice's term bid for baby foods be extended for six months, starting March 01, 2018.

FURTHER ORDERED that payment for said Baby Foods be made various funds.

APPROVED FOR AGENDA:

(KIDD, LUMUMBA)

Item #15
March 27, 2018

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S																																									
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve month supply foods; baby foods- Bid No. 39331-120616.																																									
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.																																									
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)																																									
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.																																									
5.	Schedule (beginning date)	After Approval.																																									
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide (All Wards).																																									
6.	Action implemented by: o Mayor’s Office o City Department o Consultant	Department of Human & Cultural Services, Early Childhood Development Division (Program)																																									
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$ 6, 000.00.																																									
9.	Source of Funding o General Fund o Enterprise o Grant o Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72																																									
10.	EBO participation	<table style="width:100%; border:none;"> <tr> <td colspan="6" style="text-align:center;">General Fund</td> </tr> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> </table>						General Fund						ABE	_____ %	WAIVER	yes ___	no ___	N/A	AABE	_____ %	WAIVER	yes ___	no ___	N/A	WBE	_____ %	WAIVER	yes ___	no ___	N/A	HBE	_____ %	WAIVER	yes ___	no ___	N/A	NABE	_____ %	WAIVER	yes ___	no ___	N/A
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WBE	_____ %	WAIVER	yes ___	no ___	N/A																																						
HBE	_____ %	WAIVER	yes ___	no ___	N/A																																						
NABE	_____ %	WAIVER	yes ___	no ___	N/A																																						

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director 
Department of Human & Cultural Services

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods-Baby Foods;
Term: March 01, 2017 through February 28, 2018; **Bid No. 39331-120616**;
Advertised: November 10 & 17, 2016; Opened: December 06, 2016

I recommend the vendor for the following bid items:

Merchants Foodservice
870 Boling Street
Jackson, Mississippi 39209

Item #1	Applesauce, Strained 2 nd Food
Item #3	Green Beans, Strained
Item# 4	Green Beans, Strained 2 nd Food
Item #6	Carrot, Strained 2 nd Food

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 REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-BABY FOODS, BID NO. 39331-120616 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

3/8/18

DATE

OFFICE OF THE CITY ATTORNEY
3/8/18

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



OFFICE OF THE CITY ATTORNEY
Brylyn Lee
3/6/2018

ORDER REQUESTING AN EXTENSION FOR BIDS OF MERCHANTS FOOD SERVICE FOR A SIX MONTH SUPPLY OF FOODS-FROZEN AND/OR CHILLED PRODUCTS, GROUP 1B BID. NO. 38602-120616 (ALL WARDS)

WHEREAS, the Department of Human and Cultural Services previously solicited bids for frozen and/or chilled-Food Group 1B;

WHEREAS, the food was needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services reviewed said bids and determined that the bid submitted by Merchants Foodservice was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children’s best interest if Merchants Foodservice bid term be extended for six months, starting March 01, 2018, for each of the specified items as listed below:

Company Name	Items
Merchant Foodservice 870 Boling Street Jackson, Ms 39209	1-50, 52-59

WHEREAS, Merchants Foodservice has agreed, in writing, to continue to honor its bid specifications.

IT IS THEREFORE ORDERED that Merchants Foodservice’s term bid for frozen and/or chilled- Food Group 1C be extended for six months, starting March 1, 2018.

FURTHER ORDERED that payment for said Frozen and/or Chilled Products, Group 1C, be made from various funds.

APPROVED FOR AGENDA:

Item #16
March 27, 2018

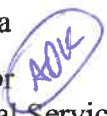
(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 7, 2018

P O I N T S		C O M M E N T S						
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve month supply of frozen and/or chilled, Group IB; Bid No. 38602-120616.						
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.						
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside)						
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.						
5.	Schedule (beginning date)	After Approval.						
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide (All Wards).						
6.	Action implemented by: <ul style="list-style-type: none"> o Mayor’s Office o City Department o Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)						
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$ 6, 000.00.						
9.	Source of Funding <ul style="list-style-type: none"> o General Fund o Enterprise o Grant o Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72 General Fund						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	

Memorandum

To: The Honorable Chokwe Lumumba
From: Dr. Adriane Dorsey-Kidd, Director 
Department of Human and Cultural Services

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods–Frozen and/or Chilled-Group IB; Term: March 01, 2017-February 28, 2018; Bid No. 38602-120616; Advertised; November 10th & 17th, 2016; Opened; December 6, 2016.

I recommend the following vendor on the bid items:

The Merchants Company
870 Boling Street
Jackson, Mississippi 39209

Item # 1	Beans, Baby Lima
Item # 2	Beans, Green, Cut
Item # 3	Broccoli Cuts
Item # 4	Broccoli Cuts
Item #5	Corn on Cob
Item # 6	Greens, Collard
Item #7	Greens, Mustard
Item# 8	Greens, Turnip
Item #9	Okra, Whole
Item #10	Peas, Black-eyed
Item #11	Peas & Carrots
Item #12	Field Peas
Item #13	California Vegetables
Item # 14	Oriental Vegetables
Item # 15	Vegetables, Mixed 5-Way
Item # 16	Squash (Sliced)
Item #17	Spinach, Chopped
Item #18	Potato Wedges, Frozen Seasoned
Item #19	Potato, French Fries, Straight Cut
Item #20	Potato, Tater Tots
Item #21	Potato, Yam Patties, Candied Bulk
Item#22	Sweet French Fries
Item#23	Oven Fries
Item #25	Strawberry Frozen Fruit Cup
Item #26	Blue Ice Frozen Fruit Cup
Item #27	Cantaloupes

Item #28	Strawberries
Item #29	Bananas
Item #30	Oranges
Item # 32	Watermelons
Item #33	Tomatoes
Item #34	Cucumbers
Item #35	Kiwi
Item #36	Blueberries
Item #37	Golden Apples
Item #38	Salad Mix
Item #39	Honeydew

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 REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED PRODUCTS, **GROUP 1B BID NO. 38602-120616** (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* 



DATE

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



OFFICE OF THE CITY ATTORNEY
3/16/2018

ORDER REQUESTING AN EXTENSION FOR BIDS OF MERCHANTS FOOD SERVICE FOR A SIX MONTH SUPPLY OF FOODS-FROZEN AND/OR CHILLED PRODUCTS, GROUP 1C BID. NO. 38603-120616 (ALL WARDS)

WHEREAS, the Department of Human and Cultural Services previously solicited bids for frozen and/or chilled-Food Group 1C;

WHEREAS, the food was needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services reviewed said bids and determined that the bid submitted by Merchants Foodservice was the lowest and best bid based on an estimated number of children to be served; and

WHEREAS, based on that fact, the contract was awarded to Merchants Foodservice for a one year term; and

WHEREAS, that term expires on February 28, 2018; and

WHEREAS, the Department of Human and Cultural Services believes it is in the children’s best interest if Merchants Foodservice bid term be extended for six months, starting March 01, 2018, for each of the specified items as listed below:

Company Name	Items
Merchant Foodservice 870 Boling Street Jackson, Ms 39209	1-50, 52-59

WHEREAS, Merchants Foodservice has agreed, in writing, to continue to honor its bid specifications.

IT IS THEREFORE ORDERED that Merchants Foodservice’s term bid for frozen and/or chilled- Food Group 1C be extended for six months, starting March 1, 2018.

FURTHER ORDERED that payment for said Frozen and/or Chilled Products, Group 1C, be made from various funds.

APPROVED FOR AGENDA:

Item #17
March 27, 2018
(Kidd, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: February 7, 2018

P O I N T S		C O M M E N T S						
1.	Brief Description/Purpose	Order requesting an extension for the bid of the Merchants Food Service for twelve Month supply of foods, Frozen and/or Chilled- Group 1C, Bid No. 38603-120616.						
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program (Jones, & Westside ECD Centers); two healthy meals (breakfast & lunch), and snack, five days a week.						
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program.						
4.	Benefits	Healthy eating habits and meeting requirements mandated by the Mississippi Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.						
5.	Schedule (beginning date)	After Approval.						
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide (All Wards).						
6.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program).						
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$6, 000.00						
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: October 1 st -September 30 th , 2018. (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.598.10, 598.51, & 598.72 General Fund						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director 
Department of Human and Cultural
Services

Date: February 7, 2018

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods-Frozen and/or Chilled-
Group 1C; Term: March 01, 2017 through February 28, 2018; **BID NO. 38603-120616**;
Advertised: November 10 & 17, 2016; Opened: December 06, 2016

I recommend the following vendor for the following items:

Merchants Foodservice
870 Boling Street
Jackson, Ms 39209

Item # 1	Bar-B-Que Beef
Item # 2	Salisbury Steak
Item # 3	Beef Steak Salisbury
Item # 4	Beef, Patties, Charbroiled
Item # 5	Beef, Ground, Patties, Pure, 80/20
Item # 6	Beef, Ground, 10 lb., Bulk Pure, 80/20
Item # 7	Beef Steak & Pepper, Chopped
Item # 8	Breaded Beef Steak
Item # 9	Beef Fingers, Breaded Precooked
Item # 10	Bologna, Sliced, All Meat
Item # 11	Cod, Breaded, Raw Fish
Item # 12	Cod, Oven Baked
Item # 13	Cod, Breaded Raw
Item # 14	Chicken Strips
Item # 15	Tyson Breaded, Chicken Strips
Item #16	Chicken Nuggets, Breaded
Item # 17	Chicken Patties, Breaded
Item # 18	Pizza, Hamburger-Tony's or equal
Item # 19	Pizza, Fiesta- Tony's or equal
Item # 20	Pizza, Sausage- Tony's or equal

- Item # 21 Pizza, Cheese- Tony's or equal
- Item # 22 Frozen Dough Dinner Roll, Soft
- Item #23 Fresh Turkey Ham
- Item # 24 Ham, Pork, Whole
- Item # 25 Turkey, Whole Tom, (Raw)
- Item # 26 Turkey, Breakfast Sausage
- Item # 27 Polk's Sausage- Continuing Link
- Item # 28 Jimmy Dean Pork Sausage, Patties, Precooked
- Item #29 Sticks, Ground Beef, Bulk 80/20
- Item #30 Diced Beef 1-inch, Cube Lean Beef
- Item # 31 Precooked Sliced Bacon
- Item # 32 Boneless Chicken Thighs
- Item # 33 Fish Sticks Breaded (Minced Meat)
- Item # 34 Pancake on Stick
- Item # 35 Meatballs
- Item #36 Skin-on Wieners
- Item #37 Corn Dog Nuggets
- Item # 38 Corn Dogs
- Item # 39 Corn Dogs, Whole Grain
- Item #40 Bologna Sliced
- Item #41 Roast Beef Deli Sliced
- Item #42 Beef Stew Meat
- Item #43 Burritos, Beef & Bean
- Item #44 Ham Deli Sliced
- Item #45 Pork Bar-B-Que w/Sauces
- Item #46 Packaged Sausage Patties
- Item #47 Chicken, Grilled Southwestern
- Item#48 Chicken, Grilled Strips
- Item#49 Chicken, Patties Precooked
- Item #50 Chicken, Patties Un-breaded
- Item#52 Chicken, Pulled
- Item#53 Catfish Fillets
- Item#54 Turkey, Deli Sliced
- Item #55 Turkey Franks
- Item#56 Turkey, Ground
- Item #57 Turkey Ham
- Item#58 Turkey Roast
- Item #59 Turkey Sausage Patties

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 REQUESTING AN EXTENSION FOR THE BID OF MERCHANTS FOOD SERVICE FOR SIX MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED PRODUCTS, GROUP 1C, BID. NO. 38603-022316 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 



DATE

Helleen Greer

From: Van Carter <vcarter@merchantsfoodservice.com>
Sent: Monday, January 08, 2018 9:40 AM
To: Helleen Greer
Subject: RE: Price Extension for the City of Jackson

To Whom It May Concern,

Merchants Foodservice will extend the 9 Food bids for The City of Jackson Childcare Facilities for 6 months. This is acknowledged and agreed upon by Van Carter DSR of Merchants Foodservice. We appreciate your business and look forward to providing you the services required & if any further assistance please let me know.

Sincerely,

Van Carter
Merchants Foodservice
870 Boling St.
Jackson, MS 39209

Helleen Greer

From: Jan Deason <JDeason@prairiefarms.com>
Sent: Thursday, January 11, 2018 11:38 AM
To: Helleen Greer
Subject: City of Jackson Price Extension

Morning :

Prairie Farms will honor the current pricing on Dairy Product use by the City of Jackson Childcare Program, for the extended 6 month time frame requested.

We wish to THANK YOU for your business and wish you a great NEW YEARS . We look forward to a long and health working relationship with the City of Jackson.

Jan M Deason
Office Manager
P.O. Box 1229
Kosciusko MS 39090
662-289-3344
662-582-4167 cell



ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO AMEND THE JACKSON CODE OF ORDINANCES TO ESTABLISH THE OFFICE AND FUNCTION OF THE INTERNAL AUDITOR AS A SEPARATE AND INDEPENDENT OFFICE. THE PRINCIPAL FUNCTION OF THE OFFICE OF THE INTERNAL AUDITOR AND TO PLACE SAID OFFICE UNDER THE DIRECTION AND SUPERVISION OF THE MAYOR.

WHEREAS, the City Council of Jackson, Mississippi is dedicated to increasing accountability and transparency within the City of Jackson; and

WHEREAS, the City Council recognizes the need to ensure that the Office of Internal Audit maintains a keen sense of neutrality and objectivity with respect to auditing and reporting within City departments; and

WHEREAS, the governing authorities of the City of Jackson are in agreement that the Office of Internal Audit would best serve the citizens of Jackson by being placed under the direction and supervision of the City Attorney as a separate and independent office.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that amendments to the Code of Ordinances of Jackson, Mississippi to establish the Office of Internal Audit as a separate and independent office under the direction and supervision of the City Attorney is in the best interest of the City of Jackson and amendments are hereby made as follows:

Section 1. Section 2-531 is hereby amended to establish the principal duties of the Internal Auditor and to ~~place~~ establish the Internal Auditor and his or her staff ~~under the direction of the mayor as a separate and independent office~~ and shall read: a separate office of the internal auditor which shall not be under the supervision of the previously established departments. The internal auditor and his/her assistants shall work ~~under the direction and supervision of the mayor as well as report to the request of council and shall be subject to the provision of such other ordinances as shall be adopted regarding such office~~ as separate and independent office at the direction of the internal auditor. Instructions shall be given to the internal auditor Internal audit committee or by council action. The internal auditor shall be an applied at-will position. The department of personnel shall submit to council the top three applicants according to scoring to city council for appointment of the internal auditor. The internal auditor who shall perform audits of all offices, departments, commissions and boards of the city. The city internal auditor shall be adequately staffed and compensated.

Sec. 2-531. – Internal auditor; duties.

There is hereby established a separate office of the internal auditor which shall not be under the supervision of the previously established departments. ~~The internal auditor and his assistants shall work under the direction and supervision of the mayor as well as report to the request of the Audit Committee, and shall be subject to the provisions of such other ordinances as shall be adopted regarding such office.~~

~~The Division of Internal Audit shall provide independent, objective assurance and consulting activity designed to promote adequate systems of internal controls in compliance with laws, regulations, policies, procedures and agreements through reviews and analyses of City services and activities. Primary duties shall include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories. The Division of Internal Audit shall conduct special reviews/audits, programmatic reviews/audits, forensic/audits at the request of the Internal Audit Committee, the mayor, the city council, director of city departments. —There shall be an independent office of the internal auditor which is charged with conducting financial, fiscal compliance, and financial procedure audits of all city departments, boards and commissions. The office of the internal auditor may, with approval from the audit committee conduct audits of other matters. The office of the internal auditor shall be under the supervision of the internal auditor. Audits performed by the office of the internal auditor shall include but not be limited to the following determinations:~~

- a) Whether financial operations are properly conducted in accordance with standards for governmental accounting and generally accepted accounting controls.
- b) Whether the audited entity is operating within its budgetary restraint.
- c) Whether the audited entity is in compliance with the Mississippi Constitution, City Ordinances, and all other applicable laws and regulations.
- d) Whether the audited entity is managing and utilizing its resources in an economical and efficient manner.
- e) Whether the management information system, administrative procedure and organizational structure are adequate to insure the timeliness and reliability of management information.
- f) Whether the property of the city is properly accounted for and safeguarded from losses.
- g) Whether the objectives or benefits of the audited entity are being achieved.

The Internal Auditor shall:

- a) Report his/her findings to the council at least quarterly.
- b) Issue a report to the council at least annually on all operations of the city.
- c) Submit such reports and financial data, information and statements to the council as it may from time to time require of him/her, and
- d) Perform such duties as may be assigned by ordinance and perform other auditing services of an official nature as may be required by the council.

Instructions shall be given the internal auditor only by the internal audit committee or by council action.

For the purpose of performing his/her duties, the internal auditor shall have access to the books and records of all offices, departments, boards, commissions and agencies of the city, and it shall be the duty of all officers and employees thereof to supply to him/her such information and documents in their possession concerning the affairs of the city as him/her may request.

This section shall take effect immediately.

Section 2. Section 2-216 shall be amended to remove the Office of Internal Audit from under the direct supervision of the City Attorney and shall read:

Sec. 2-216. – Office established; duties and establishing the procedure for appointment qualifications and term of office.

There is hereby established a separate office of city attorney, not to be under the supervision of previously established departments. The city attorney and his or her deputies and assistants shall give advice and counsel to the mayor and the city council and shall represent the city in all civil matters.

- (1) The city attorney shall be appointed by the mayor, and confirmed by a majority of the city council at its first meeting in July. He/she must be a practicing attorney residing in Hinds County with an office in the city at the time of appointment.
- (2) This section shall take effect immediately.

By: Aaron Banks

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO REQUIRE THE MONTHLY REPORT OF FINANCIAL PERFORMANCE SHOWING EXPENDITURES AND LIABILITIES IN ACCORDANCE TO MS CODE 21-35-13.

WHEREAS, the City Council of Jackson, Mississippi is dedicated to increasing accountability and transparency within the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the need to ensure compliance with codes of the state, Mississippi Title 21, Chapter 35-Municipal Budget 21-35-13; and

WHEREAS, 21-35-13 states *“At the regular meeting in each month, the city clerk shall submit to the governing authorities of the municipality a report showing the expenditures and liabilities incurred against each separate budget appropriation item during the preceding calendar month, and like information for the whole of the fiscal year to the first day of the month in which such report is made, together with the unexpended balance of each appropriation item and the unencumbered balance. He shall also set forth the receipts from property taxes and, in detail, the receipts from other taxes and all other sources of each fund for the same period”*; and

WHEREAS, in order for the city clerk to be in compliance with MS Code 21-35-13, the mayor shall require all city departments, boards, commissions to provide monthly reports to clerk on the first day of the month.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI that a monthly report of financial performance showing expenditures and liabilities incurred against each separate budget appropriation item during the preceding calendar month, and like information for the whole fiscal year to the first day of the month in which such report is made, together with the unexpended balance of each appropriation item and the unencumbered balance. The report shall also set forth the receipts from property taxes and, in detail, the receipts from other taxes and all other sources of each fund for the same period.

ITEM: 19
DATE: 03/27/18
BY: AARON BANKS

Mississippi Municipal Laws Annotated

§ 21-35-13. Monthly report of clerk

At the regular meeting in each month, the city clerk shall submit to the governing authorities of the municipality a report showing the expenditures and liabilities incurred against each separate budget appropriation item during the preceding calendar month, and like information for the whole of the fiscal year to the first day of the month in which such report is made, together with the unexpended balance of each appropriation item and the unencumbered balance. He shall also set forth the receipts from property taxes and, in detail, the receipts from other taxes and all other sources of each fund for the same period. SOURCES: Codes, 1942, § 9121-12; Laws, 1950, ch. 497, § 12, eff from and after August 31, 1950.

§ 21-35-19. Emergency expenditures

Upon the happening of any emergency caused by fire, flood, explosion, storm, earthquake, epidemic, riot or insurrection, or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary, or when the restoration of a condition of usefulness of any public building which has been destroyed by accident appears advisable or in order to settle lawful claims for personal injuries or property damage where such municipality is liable therefore under law, exclusive of claims arising from the operation of any public utility owned by the municipality, or in order to meet mandatory expenditures required by law, the board of governing authorities may, **upon adoption by unanimous vote of all members present, at any meeting, of a resolution stating the facts constituting the emergency and entering the same upon its minutes, make the expenditures, borrow money, or incur the liabilities necessary to meet such emergency, without further notice or hearing, and may revise the budget accordingly.** SOURCES: Codes, 1942, 9121-09; Laws, 1950, ch. 497, § 9, eff from and after August 31, 1950.

§ 21-35-21. Emergency warrants

All emergency expenditures made under the provisions of Section 21-35-19 shall be made by the issuance of emergency warrants drawn against the special fund, or funds, properly chargeable with such expenditures. The municipal depository is authorized and directed to pay such emergency warrants with any money in such fund, or funds, available for such purpose. If at any time there shall not be sufficient money available in such fund, or funds, from usual sources or from grants, transfers or donations, to pay such warrants, **then the governing authorities of the municipality are hereby authorized to borrow the required amount,** not to exceed the authorized emergency expenditures, in the manner now provided by law, and shall execute the notes of the municipality for the amount borrowed. SOURCES: Codes, 1942, § 9121-10; Laws, 1950, ch. 497, § 10, eff from and after August 31, 1950.

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ESTABLISHING AND REGULATING THE COLLECTION AND USE
OF VIDEO FROM JPD BODY CAMERAS**

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

WHEREAS, the City Council of the City of Jackson recognizes that critical incidents have occurred involving JPD officers, including shootings by officers, some resulting in loss of life, and other instances when the use of force has killed or seriously injured; and

WHEREAS, the need for transparency and accountability in these matters directly affect public confidence in the actions of the Jackson Police Department which could be greatly enhanced by the use of video from body cameras.

IT IS THEREFORE ORDERED, that the City Council of Jackson, Mississippi is hereby authorized to establish and regulate the collection and use of video from Jackson Police Department body cameras.

SO ORDERED, this the _____ day of March, 2018

Agenda Item No. 20
Date: March 27, 2-18
By: STOKES

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 January 3, 2018, being the first Wednesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Charles Tillman, President, Ward 5; Melvin Priester, Jr., Vice President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; De'Keither Stamps, Ward 4; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Kristi Moore, City Clerk; Angela Harris, Deputy City Clerk; Allice Lattimore, Deputy City Clerk and James Anderson, Interim City Attorney.

Absent: None.

* * * * *

The meeting was called to order by **President Charles Tillman**.

* * * * *

The invocation was offered by **Chaplain Heath Ferguson** of Baptist Health Systems.

* * * * *

The following individual was introduced during the meeting:

- **Dr. Jerry Young**

* * * * *

President Charles Tillman requested that Agenda Item No. 30 be moved up on the Agenda. Hearing no objections, the following were presented:

President Tillman recognized **Council Member Stokes** who presented a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING DR. JERRY YOUNG, OUTSTANDING PRESIDEDNT OF THE NATIONAL BAPTIST CONVENTION, USA, INC., WHOSE VISIONARY LABORS ENSURE A FLOURISHING POSTURE**. Accepting the Resolution with appropriate remarks was **Dr. Jerry Young**.

* * * * *

President Tillman recognized the following individuals who provided public comments during the meeting:

- **Arneedra Smith-Gaddis** expressed concerns regarding non-payment for services provided from Fisher, Inc.
- **Dr. Bridgette Gandy** expressed concerns regarding non-payment for services provided from Fisher, Inc.
- **Dorothy Benford** expressed concerns regarding the City's residency policies.

* * * * *

President Tillman requested that Agenda Item No. 20 be moved up on the Agenda as an Introduction of Ordinances. Hearing no objections, the Clerk read the following:

ORDINANCE AMENDING ARTICLE II. SEWAGE DISPOSAL STANDARDS TO CREATE A FATS, OILS AND GREASE (FOG) CONTROL PROGRAM AND FOR OTHER RELATED PURPOSES. Said item was referred to the Water/Sewer Ad Hoc Committee.

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO AMEND THE CODE OF ORDINANCES TO ESTABLISH THE PRINCIPAL FUNCTION OF THE OFFICE OF THE INTERNAL AUDITOR AND TO PLACE SAID OFFICE UNDER THE DIRECTION AND SUPERVISION OF THE MAYOR.

WHEREAS, the City Council of Jackson, Mississippi is dedicated to increasing accountability and transparency within the City of Jackson; and

WHEREAS, the City Council recognizes the need to ensure that the Office of Internal Audit maintains a keen sense of neutrality and objectivity with respect to auditing and reporting within City departments; and

WHEREAS, the governing authorities of the City of Jackson are in agreement that the Office of Internal Audit would best serve the citizens of Jackson by being placed under the direction and supervision of the City Attorney.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that amendments to the Code of Ordinances of Jackson, Mississippi to place the Office of Internal Audit under the direction and supervision of the City Attorney is in the best interest of the City of Jackson and amendments are hereby made as follows:

Section 1. Section 2-531 is hereby amended to establish the principal duties of the Internal Auditor and to place the Internal Auditor and his or her staff under the direction of the mayor and shall read: a separate office of the internal auditor which shall not be under the supervision of the previously established departments. The internal auditor and his/her assistants shall work under the direction and supervision of the mayor as well as report to the request of council and shall be subject to the provision of such other ordinances as shall be adopted regarding such office

Sec. 2-531. – Internal auditor; duties.

There is hereby established a separate office of the internal auditor which shall not be under the supervision of the previously established departments. The internal auditor and his assistants shall work under the direction and supervision of the mayor as well as report to the request of the Audit Committee, and shall be subject to the provisions of such other ordinances as shall be adopted regarding such office.

The Division of Internal Audit shall provide independent, objective assurance and consulting activity designed to promote adequate systems of internal controls in compliance with laws, regulations, policies, procedures and agreements through reviews and analyses of City services and activities. Primary duties shall include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories. The Division of Internal Audit shall conduct special reviews/audits, programmatic reviews/audits, forensic/audits at the request of the Internal Audit Committee, the mayor, the city council, director of city departments.

This section shall take effect immediately.

Section 2. Section 2-216 shall be amended to remove the Office of Internal Audit from under the direct supervision of the City Attorney and shall read:

Sec. 2-216. – Office established; duties and establishing the procedure for appointment qualifications and term of office.

There is hereby established a separate office of city attorney, not to be under the supervision of previously established departments. The city attorney and his or her deputies and assistants shall give advice and counsel to the mayor and the city council and shall represent the city in all civil matters.

(1) The city attorney shall be appointed by the mayor, and confirmed by a majority of the city council at its first meeting in July. He/she must be a practicing attorney residing in Hinds County with an office in the city at the time of appointment.

(2) This section shall take effect immediately.

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

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

Nays- None.

Absent- None.

Vice President Priester left the meeting.

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO AMEND THE CODE OF ORDINANCES TO ESTABLISH THE PRINCIPAL FUNCTION OF THE EQUAL BUSINESS OPPORTUNITY OFFICE AND TO PLACE SAID OFFICE BACK UNDER THE DIRECTION AND SUPERVISION OF THE DIRECTOR OF PLANNING.

WHEREAS, the City Council of Jackson, Mississippi is dedicated to increasing accountability and transparency within the City of Jackson; and

WHEREAS, the City Council recognizes the need to ensure that the Equal Business Opportunity Office maintains a keen sense of neutrality and objectivity with respect to auditing and reporting within City departments; and

WHEREAS, the governing authorities of the City of Jackson are in agreement that the Equal Business Opportunity Office would best serve the citizens of Jackson by being placed back within the Department of Planning.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI that an ordinance to codify the principal function of the Equal Business Opportunity Office and to place said office under the direction and supervision of the Director of Planning is in the best practice and interest of the City of Jackson and is hereby added to the Jackson, Mississippi Code of Ordinances to read as follows:

Section 1. Section 127-1 is hereby created to establish the principal duties of the Office of Equal Business Opportunity.

Sec. 127-1. Equal Business Opportunity established; duties.

There is hereby established a separate office of Equal Business Opportunity which shall not be under the supervision of the previously established departments. The Equal Business Opportunity Officer and his assistants shall work under the direction and supervision of the Department of Planning, but shall be subject to the provisions of such other ordinances as shall be adopted regarding such office. The Equal Business Opportunity Office shall promote the inclusiveness of minority and female owned businesses within the City's procurement process and shall facilitate, via race and gender neutral tools, the equitable awarding of contracts to minority and female business enterprises. The Division of Equal Business Opportunity is responsible for the review, compliance and scoring and approval of Equal Business Opportunity Plans that are part of bid submissions by prospective contractors. In addition, the compliance and scoring during the performance of work being performed by contractors.

This section shall take effect immediately.

Section 2. Section 2-216 shall be amended to remove the Office of Internal Audit from under the direct supervision of the City Attorney and shall read:

Sec. 2-216. - Office established; duties and establishing the procedure for appointment qualifications and term of office.

There is hereby established a separate office of city attorney, not to be under the supervision of previously established departments. The Office of Internal Audit and Equal Business Opportunity Office shall be removed from under the direction and supervision of the city attorney. The city attorney and his or her deputies and assistants shall give advice and counsel to the mayor and the city council and shall represent the city in all civil matters.

Section 3. Section 2-336 shall be amended to add minority business enterprise back as a principal function of Planning and Development.

(7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAM, building and permits, community improvement.

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

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

Nays- None.

Absent- Priester.

* * * * *

President Tillman requested that Agenda Item No. 4 be moved to the end of the Agenda:

**ORDER APPROVING CLAIMS NUMBER 2472 TO 2748
APPEARING AT PAGES 317 TO 422 INCLUSIVE THEREON, ON MUNICIPAL
"DOCKET OF CLAIMS", IN THE AMOUNT OF \$9,127,496.08 AND MAKING
APPROPRIATIONS FOR THE PAYMENT THEREOF.**

* * * * *

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION
CLAIMS NUMBERED 2471 TO 2748 AND MAKING APPROPRIATION FOR
THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 2472 to 2748 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$215,569.84 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		1,986,193.13
PARKS & RECR FUND		62,446.92
LANDFILL FUND		12,779.77
SENIOR AIDES		2,451.35
WATER/SEWER OPER & MAINT		198,051.76
PAYROLL FUND		800.00
PAYROLL	215,569.84	
EARLY CHILDHOOD		28,776.76
HOUSING COMM DEV		6,894.40
TITLE III AGING PROGRAMS		4,161.86
TRANSPORTATION FUND		13,150.73
T-WARNER PA/GA FUND		4,643.35
SAMSHA		2,406.80
TOTAL		<u>\$2,322,756.83</u>

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

Yeas- Banks, Foote, Lindsay, Stamps, Stokes and Tillman.
Nays- None.
Absent- Priester.

* * * * *

Vice President Priester returned to the meeting.

* * * * *

ORDER APPROVING MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE 2017 AUDIT AND AUTHORIZING MAYOR TO EXECUTE SAID DOCUMENT.

WHEREAS, as part of the municipality’s annual audit, the City must complete the Municipal Compliance Questionnaire for Fiscal Year 2017; and

WHEREAS, The Municipal Compliance Questionnaire must be approved by the governing authorities and executed by the Mayor.

IT IS, THEREFORE, ORDERED that the Municipal Compliance Questionnaire for the 2017 City Audit be approved and that the Mayor be authorized to execute said questionnaire.

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

Yeas- Banks, Foote, Lindsay, Priester, Stokes and Tillman.
Nays- Stamps.
Absent- None.

* * * * *

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE INITIAL PURCHASE OF EIGHT (8) MOWERS FOR THE PARKS AND RECREATION DEPARTMENT.

WHEREAS, in connection with the initial purchase of eight (8) mowers for the Jackson Parks and Recreation Department, the City has advanced and will advance internal funds; and

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement.

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

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the initial purchase of eight (8) mowers for the Parks and Recreation Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the initial purchase of eight (8) mowers for the Parks and Recreation Department is expected not to exceed an aggregated principal amount of \$84,232.00.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution, and is authorized to execute necessary and related documents required for the issuance of the debt.

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

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

Nays- None.

Absent- None.

* * * * *

ORDER AMENDING SIGN ORDINANCE OF THE CITY OF JACKSON AS ADOPTED ON JANUARY 15, 2002 AND SUBSEQUENTLY AMENDED IN ORDER TO PROVIDE FOR AND ESTABLISH MORE EFFECTIVE SIGN REGULATIONS FOR THE CITY OF JACKSON SIGNAGE.

WHEREAS, the purpose of the Sign Ordinance is to promote the health, safety, morals and the general welfare of the city; and

WHEREAS, the purpose of the Sign Ordinance is to create the legal framework for a comprehensive but balanced systems of street graphics and thereby to facilitate an easy and pleasant communication between people and their environment; and

WHEREAS, the Sign Ordinance is enacted more specifically to:

- (1) Preserve and protect the beauty, character, economic, and aesthetic value of the land;
- (2) Promote a pleasant, safe environment while providing for a fair and consistent system for the regulation of commercial signs as a permissible means of identifying places of business and of advertising;
- (3) Further protect the safety and efficiency of the city's transportation network by reducing the risk of distraction or confusion to drivers who may endanger citizens driving or walking on streets and thoroughfares;

(4) Eliminate structural hazards which threaten the health and safety of citizens as a result of neglect, deterioration, improper or defective installation, accumulation of trash or weeds, or risk of falling on passersby or nearby structures;

(5) Protect and promote the tourist industry, which is an important element in the city's economy, by providing for an unobstructed view of the city's scenic areas, and where signs are necessary, by reducing the negative impression of the city which may be conveyed to tourists and visitors by signs which are not properly installed and maintained or which are not erected in accordance with sound aesthetic standards; and

WHEREAS, ordinance No. 2003-21(26), adopted June 10, 2003 amended article II, §§ 102-26--102-39, in their entirety and ordinance No. 2010-12(7), § 7, adopted July 13, 2010 amended to add section 102-40. Formerly, said article pertained to similar subject matter as enacted by Ordinance No. 2002-6(24), § 16, adopted January 15, 2002; and

WHEREAS, in order to establish more effective sign regulations for the City of Jackson to streamline the sign variance review process, for any signs request for variance, Chapter 102 Signs, Sec. 102-40, Request for Variance will be amended to grant the Signs and License Division Manager or his/her designee authority to make a written recommendation for approval or denial to be included in the sign variance request application/documents that will be placed on the City Council agenda.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MS:

That Section 102-40. Request for Variance, of Chapter 102 Signs of Jackson, Mississippi is hereby amended to read as follows:

(a) The public health, safety or general welfare of the community may require that variances be granted as provided below:

(1) Public hearing required. No action shall be taken concerning a variance from the sign regulations contained herein until after a public hearing in relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard. These public hearings shall be held before the city council at such time and place as may be determined by the City Council.

(2) Procedure for variances. No variance from this sign article shall be passed by the City Council unless and until the following conditions have been met.

a. Application requirements. A written application for a variance from these regulations shall be filed with the Signs and License Division Manager or his/her designee. This application shall include a legal description; location map plot plan, the exact nature of the requested variance, the grounds upon which it is requested, or such other information as may be required by said Signs and License Division Manager. The variance applications shall demonstrate the following:

1. That 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. That literal interpretation of the provisions of this section would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this section.

3. That the special conditions and circumstances do not result from actions of the applicant.

4. That granting the variance requested will not confer upon the applicant any special privilege that is denied by this section to other similar lands, structures or buildings in the same district.

5. Within 15 days of receipt of the completed sign variance application, the Signs and License Division Manager or his/her designee shall prepare a written recommendation for approval or denial. At that time, the Signs and License Division Manager or his/her designee shall notify the applicant of the recommendation to allow the applicant two weeks to respond before the Signs and License Division Manager or his/her designee places the sign variance request application with the recommendation for the approval or denial on the Jackson City Council Agenda. Council shall then, by regular or special called meeting, conduct a public hearing in which interested parties and general citizenry shall have an opportunity to be heard.

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

President Tillman recognized **Council Member Stamps** who inquired whether or not said item should be an Introduction of Ordinances. **President Tillman** recognized **James Anderson**, Interim City Attorney who stated that said item should have been submitted as an Introduction of Ordinances and in order for action to be taken on said item, Council would have to make a motion and unanimously vote would have to take place.

Council Members Stokes and **Banks** removed their motion and second.

Thereafter, **President Tillman** stated that said item would be placed as an Introduction of Ordinances and would be placed on the next Regular Council meeting agenda for adoption.

Vice President Priester left the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HUNDEN STRATEGIC PARTNERS TO PROVIDE A FEASIBILITY/MARKET ANALYSIS OF THE CITY'S CENTRAL BUSINESS DISTRICT OF THE DOWNTOWN AREA.

WHEREAS, the City of Jackson, Mississippi seeks the services of a consultant to provide a feasibility/market analysis of its Central Business District (CBD); and

WHEREAS, a Request for Proposal (RFP) was advertised on November 16th and November 23rd, 2017 to provide a "Feasibility Analysis of the Downtown area"; and

WHEREAS, the City received and opened sealed proposals on December 8, 2017, for said services and four (4) proposals were received; and

WHEREAS, as a result of the RFP process, a review committee evaluated proposals received and recommends that the City accept Hunden Strategic Partners' proposal; and

WHEREAS, Hunden Strategic Partners proposes to provide feasibility/market analysis services of the City's Central Business District of the Downtown Area in a competent and professional manner; and

WHEREAS, the feasibility/market analysis will provide a comprehensive range of uses including but not limited to: inventory and analysis of existing conditions, conceptual site plans, and market feasibility reports of general uses.

IT IS, THEREFORE, ORDERED that the Department of Planning be able to negotiate and the Mayor be authorized to execute a contract with Hunden Strategic Partners to provide a feasibility/market analysis of the City’s Central Business District of the Jackson Downtown Area for a cost not to exceed \$72,000.

IT IS FURTHER ORDERED that should the City be unable to negotiate and execute a contract on agreeable terms with Hunden Strategic Partners within a reasonable time, that the Department of Planning be able to negotiate and the Mayor be authorized to execute a contract with C. H. Johnson Consulting, whose proposal was ranked second by the review committee, to provide a feasibility/market analysis of the City’s Central Business District of the Jackson Downtown Area for an amount not to exceed \$88,000.

Council Member Lindsay moved adoption.

Note: Item died for lack of a second.

* * * * *

Council Member Banks left the meeting.

* * * * *

ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF JACKSON AND MANAGEMENT SERVICES RESOURCES, LLC, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES AT 412 ERIE STREET.

WHEREAS, on October 24, 2017, found at Minute Book 6-M, Page 74-75, the Mayor was authorized to execute a contract between the City of Jackson and Management Services Resources, LLC, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental Funds, and Community Development Block Grant (CDBG) to implement Lead Safe Jackson Housing Program activities at 412 Erie Street, Jackson, MS; and

WHEREAS, the contract work involved a variety of repairs to meet federal lead safe standards and additional repairs were subsequently discovered and required as part of the scope of work to address health hazards that were identified throughout the home; and

WHEREAS, Change Order No. 1 represents an increase of \$9,700.00 to the current contract amount due to the discovery of a severe mold infestation found in the sheetrock of the walls, ceiling of the bathroom, and along base molding, and trim, along with the replacement of deteriorated floors and cabinets found in the kitchen area; and

WHEREAS, an inspection was conducted by the Office of Housing and Community Development certified housing inspectors to verify the necessity of the change; and

WHEREAS, the recommendation to accept the subject change was determined by the Office of Housing and Community Development inspectors after thorough review; and

WHEREAS, the existing contract amount is Thirty-Four Thousand, Nine Hundred Dollars 00/100 (\$34,900.00) will increase to Forty-Four Thousand, Six Hundred Dollars 00/100 (\$44,600.00); and

WHEREAS, the Office of Housing and Community Development recommends the approval and authorization of the subject change as necessary to complete repairs described in the original scope of work and recognizes that the discovery of the mold infestation poses severe health issues for the homeowner.

IT, IS THEREFORE, ORDERED that change order no. 1 for an increase of \$9,700 to the Agreement between the City of Jackson and Management Services Resources, LLC, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities at 412 Erie street be approved.

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

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

Nays- None.

Absent- Banks and Priester.

* * * * *

Vice President Priester and **Council Member Banks** returned to the meeting.

* * * * *

ORDER AUTHORIZING THE DONATION OF FUNDS TO THE HINDS COUNTY HUMAN RESOURCE AGENCY PURSUANT TO MISSISSIPPI CODE ANNOTATED SECTION 21-17-1(8) TO ASSIST IN ITS PROVISION OF EMERGENCY SERVICES.

WHEREAS, the Hinds County Human Resource Agency was established by the Hinds County Board of Supervisors by a resolution duly passed and adopted on September 22, 1975 pursuant to Section 17-15-1 of the Mississippi Code; and

WHEREAS, the Hinds County Human Resource Agency provided to the City of Jackson a letter dated October 15, 1979 from the Internal Revenue Service indicating that it was modifying its determination that the agency was a private foundation and indicating that its exempt status under 26 USCS Section 501 (c)(3) code was in effect and could be relied upon by contributors and grantors until notice to the contrary was published; and

WHEREAS, the governing authorities for the City of Jackson are not aware of the Internal Revenue Service publishing notice to the contrary indicating that the Hinds County Human Resource Agency is not exempt under 26 USCS Section 501 (c)(3); and

WHEREAS, Section 21-17-1(8) of the Mississippi Code as amended authorizes the governing authorities of a municipality to expend municipal funds to match other state, federal, or private funding for programs administered by the State of Mississippi, the United States government or *any nonprofit* organization that is exempt under 26 USCS Section 501 (c)(3) from paying federal income tax; and

WHEREAS, the Hinds County Human Resource Agency is a public nonprofit organization that has qualified for exemption pursuant to 26 USCS Section 501 (c) (3) and is eligible to receive matching funds from the City of Jackson; and

WHEREAS, the Hinds County Human Resource Agency has a Community Service Block Grant Program (CSBG) which provides an array of community and social services to those eligible and qualifying, including but not limited to, emergency services which includes assistance with the payment of utilities; and

WHEREAS, the governing authorities for the City of Jackson recognize that certain economic conditions present in the national and local economy, including but not limited to proposed water and sewer rate increases, may result in the agency receiving additional requests for its emergency services; and

WHEREAS, the best interest of the City of Jackson and its residents would be served by contributing *matching* funds to the Hinds County Human Resource Agency to assist in its provision of emergency services.

IT IS HEREBY ORDERED that the sum of \$47,000.00 shall be contributed to match other funds and resources of the Hinds County Human Resource Agency to assist in its provision of emergency services.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute an agreement which governs the Hinds County Human Resource Agency's receipt and use of the funds.

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

President Tillman recognized **Council Member Stamps** who moved, seconded by **Council Member Stokes** to change the sum of \$47,000 to \$175,000. The motion prevailed by the following vote:

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

Nays- Foote.

Absent- None.

Thereafter, **President Tillman** called for a vote on said item as amended:

ORDER AUTHORIZING THE DONATION OF FUNDS TO THE HINDS COUNTY HUMAN RESOURCE AGENCY PURSUANT TO MISSISSIPPI CODE ANNOTATED SECTION 21-17-1(8) TO ASSIST IN ITS PROVISION OF EMERGENCY SERVICES.

WHEREAS, the Hinds County Human Resource Agency was established by the Hinds County Board of Supervisors by a resolution duly passed and adopted on September 22, 1975 pursuant to Section 17-15-1 of the Mississippi Code; and

WHEREAS, the Hinds County Human Resource Agency provided to the City of Jackson a letter dated October 15, 1979 from the Internal Revenue Service indicating that it was modifying its determination that the agency was a private foundation and indicating that its exempt status under 26 USCS Section 501 (c)(3) code was in effect and could be relied upon by contributors and grantors until notice to the contrary was published; and

WHEREAS, the governing authorities for the City of Jackson are not aware of the Internal Revenue Service publishing notice to the contrary indicating that the Hinds County Human Resource Agency is not exempt under 26 USCS Section 501 (c)(3); and

WHEREAS, Section 21-17-1(8) of the Mississippi Code as amended authorizes the governing authorities of a municipality to expend municipal funds to match other state, federal, or private funding for programs administered by the State of Mississippi, the United States government or *any nonprofit* organization that is exempt under 26 USCS Section 501 (c)(3) from paying federal income tax; and

WHEREAS, the Hinds County Human Resource Agency is a public nonprofit organization that has qualified for exemption pursuant to 26 USCS Section 501 (c) (3) and is eligible to receive matching funds from the City of Jackson; and

WHEREAS, the Hinds County Human Resource Agency has a Community Service Block Grant Program (CSBG) which provides an array of community and social services to those eligible and qualifying, including but not limited to, emergency services which includes assistance with the payment of utilities; and

WHEREAS, the governing authorities for the City of Jackson recognize that certain economic conditions present in the national and local economy, including but not limited to proposed water and sewer rate increases, may result in the agency receiving additional requests for its emergency services; and

WHEREAS, the best interest of the City of Jackson and its residents would be served by contributing *matching* funds to the Hinds County Human Resource Agency to assist in its provision of emergency services.

IT IS HEREBY ORDERED that the sum of \$175,000.00 shall be contributed to match other funds and resources of the Hinds County Human Resource Agency to assist in its provision of emergency services.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute an agreement which governs the Hinds County Human Resource Agency's receipt and use of the funds.

Yeas- Banks, Lindsay, Priester, Stamps, Stamps and Tillman.
Nays- Foote.
Absent- None.

* * * * *

Council Member Stokes left the meeting.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER.

WHEREAS, the City of is committed to ensuring that homeless persons are housed during severe weather periods; and

WHEREAS, during severe weather periods existing Emergency Shelters become filled to capacity and there is an overflow; and

WHEREAS, the City of Jackson wishes to enter into a Memorandum of Understanding with Stewpot Community Services, Inc. to open the Opportunity Center Day Shelter when temperatures reach 34 degrees or lower; and

WHEREAS, the City of Jackson will reimburse Stewpot Community Services, Inc. for staffing the Emergency Shelter during severe weather periods; and

WHEREAS, the cost of such services will be dependent on the number of severe weather days that occur during the winter months, the cost should not exceed \$10,000; and

WHEREAS, the Department of Human and Cultural Services recommends the execution of an MOU with Stewpot Community Services, Inc.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a MOU between the City of Jackson and Stewpot Community Services, Inc. for the operation of the Emergency Shelter at Opportunity Center as well as any and all documents related thereto.

Council Member Stamps moved adoption; **President Tillman** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

* * * * *

ORDER AUTHORIZING FINAL PAYMENT TO DELTA CONSTRUCTORS, INC., FOR THE MARSHALL STREET WATER MAIN REPAIR, CITY PROJECT NO. 18B0100.701.

WHEREAS, the City of Jackson accepted Delta Constructors, Inc.'s quote of \$34,500.00 for the Marshall Street Water Main Repair, City Project No. 18B0100.701; and

WHEREAS, the contract work involved repairing a broken 12" water main on Marshall Street; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$34,500.00 to Delta Constructors, Inc.; and

WHEREAS, the bonding company The Ohio Casualty Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract.

IT IS THEREFORE ORDERED that the City make final payment in the amount of \$34,500.00 and release all securities held to Delta Constructors, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Marshall Street Water Main Repair, City Project No. 18B0100.701.

Vice President Priester moved adoption; **President Tillman** seconded.

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

Nays- None.

Absent- Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH RECYCLING PARTNERSHIP TO FUND THE CONVERSION OF RECYCLING PROGRAM FROM BIN-BASED COLLECTION TO A 96-GALLON CART-BASED PROGRAM.

WHEREAS, the City of Jackson offers a single stream, curbside recycling service to over 50,000 households; and

WHEREAS, only twenty percent of these households participate in the City's recycling programs; and

WHEREAS, the City of Jackson is seeking to upgrade the recycling program to cart-based curbside recycling collection to increase participation; and

WHEREAS, The Recycling Partnership provides up to \$7/cart in grant funding, tailored educational materials, and best in class technical assistance needed to develop a better recycling program; and

WHEREAS, the City is requesting \$468,000.00 from The Recycling Partnership to assist in the purchasing of 96-gallon carts and for education and outreach tools to drive community engagement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to apply for a grant for \$468,000 with The Recycling Partnership to fund the program.

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

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

Nays- None.

Absent- Stokes.

* * * * *

President Tillman recognized **Mayor Lumumba** who requested that the Council re-consider Agenda Item No. 9. **Vice President Priester** moved, seconded by **Council Member Lindsay** to re-consider Agenda Item No. 9. The motion prevailed by the following vote:

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

Nays- None.

Absent- Stokes.

President Tillman requested that the Clerk read the Order:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HUNDEN STRATEGIC PARTNERS TO PROVIDE A FEASIBILITY/MARKET ANALYSIS OF THE CITY'S CENTRAL BUSINESS DISTRICT OF THE DOWNTOWN AREA.

WHEREAS, the City of Jackson, Mississippi seeks the services of a consultant to provide a feasibility/market analysis of its Central Business District (CBD); and

WHEREAS, a Request for Proposal (RFP) was advertised on November 16th and November 23rd, 2017 to provide a "Feasibility Analysis of the Downtown area"; and

WHEREAS, the City received and opened sealed proposals on December 8, 2017, for said services and four (4) proposals were received; and

WHEREAS, as a result of the RFP process, a review committee evaluated proposals received and recommends that the City accept Hunden Strategic Partners' proposal; and

WHEREAS, Hunden Strategic Partners proposes to provide feasibility/market analysis services of the City's Central Business District of the Downtown Area in a competent and professional manner; and

WHEREAS, the feasibility/market analysis will provide a comprehensive range of uses including but not limited to: inventory and analysis of existing conditions, conceptual site plans, and market feasibility reports of general uses.

IT IS, THEREFORE, ORDERED that the Department of Planning be able to negotiate and the Mayor be authorized to execute a contract with Hunden Strategic Partners to provide a feasibility/market analysis of the City's Central Business District of the Jackson Downtown Area for a cost not to exceed \$72,000.

IT IS FURTHER ORDERED that should the City be unable to negotiate and execute a contract on agreeable terms with Hunden Strategic Partners within a reasonable time, that the Department of Planning be able to negotiate and the Mayor be authorized to execute a contract with C. H. Johnson Consulting, whose proposal was ranked second by the review committee, to provide a feasibility/market analysis of the City's Central Business District of the Jackson Downtown Area for an amount not to exceed \$88,000.

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

Yeas- Lindsay, Priester, Stamps and Tillman.

Nays- Banks and Foote.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC, FOR THE SAVANNAH STREET WWTP LEVEE CERTIFICATION.

WHEREAS, the City of Jackson is in need of engineering services to assist with the Savannah Street WWTP Levee Certification; and

WHEREAS, the City of Jackson selected Southern Consultants, Inc., a local Civil Engineering firm from its solicited statement of qualifications to perform necessary engineering services as required for certain professional engineering task; and

WHEREAS, Southern Consultants, Inc., has provided a cost proposal of \$121,000.00 to provide engineering services for the levee certification.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an engineering services contract with Southern Consultants, Inc., for the Savannah Street WWTP Levee Certification in an amount not to exceed \$121,000.00.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

* * * * *

ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF KEY CONSTRUCTORS, INC. FOR THE ROBINSON ROAD BRIDGE REPLACEMENT, CITY PROJECT NO. 15B4503.401, ER-7288-00(002), LPA/107259-701000.

WHEREAS, on March 21, 2017 the City of Jackson accepted Key Constructors, Inc.'s bid of \$776,803.55 for the Robinson Road Bridge Replacement; and

WHEREAS, on August 1, 2017 the City of Jackson approved Supplemental Agreement No. 1 with Key Constructors, Inc. increasing the original bid of \$776,803.55 to \$786,803.55 for additional construction related items for the Robinson Road Bridge Replacement; and

WHEREAS, the contract work involved removing and replacing the existing bridge structure on Robinson Road within the City of Jackson corporate limits; and

WHEREAS, Change Order No. 1/Final represents a 5.4% decrease to the current contract amount due to the adjustment of quantities and the removal or addition of items; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the current contract amount is \$786,803.55 and the decreased contract amount will be \$744,627.36; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$6,397.25 to Key Constructors, Inc.; and

WHEREAS, the bonding company Travelers Casualty and Surety Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract.

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final to the contract of Key Constructors, Inc., decreasing the contract amount by \$42,176.19 to a final contract amount of \$744,627.36 is authorized.

IT IS FURTHER ORDERED that the City make final payment in the amount of \$6,397.25 and release all securities held to Key Constructors, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Robinson Road Bridge Replacement Project, City Project No. 15B4503.401, ER-7288-00(002), LPA/107259-701000.

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

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

Nays- None.

Absent- Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH MIDDLE SOUTH COMPUTER FOR A HP DESIGNJET T2530 MULTIFUNCTION PRINTER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Engineering Division of the Department of Public Works received competitive quotes from local vendors for a large multifunction format printer; and

WHEREAS, Middle South Computer provided the Engineering Division with the lowest quote of \$306.96 per month for a HP DesignJet T2530 large Multifunction format printer with auxiliary equipment; and

WHEREAS, Middle South Computer offers these services through state contract pricing; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the competitive quote of Middle South Computer for a 48-month rental of a HP DesignJet T2530 Multifunction Printer with auxiliary equipment at a cost of \$306.96 per month to be the lowest and best competitive quote.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Middle South Computer providing for the 48-month rental of a HP DesignJet T2530 Multifunction Printer with auxiliary equipment at a cost of \$306.96 per month including a maintenance agreement for all parts and labor for the 48-month rental term.

IT IS FURTHER ORDERED that payment for said rental is made from the general fund.

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

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

Nays- None.

Absent- Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C754E MULTIFUNCTION COPIER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Engineering Division of the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub C754e Multifunction Copier with auxiliary equipment through State of Mississippi Contract #8200024360; and

WHEREAS, the Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, it is the recommendation of the Department of Public Works that a contract is approved with Advantage Business Systems.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental for a Konica Minolta Bizhub C754e Multifunction Copier with auxiliary equipment at a cost of \$495.00 per month, plus a copy charge of \$0.0073 (Black & White), \$0.059 (Color Copies), and maintenance program inclusive of labor, parts, toner and drum, except paper or staples.

IT IS FURTHER ORDERED that payment for said rental is made from the general fund.

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

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

Nays- None.

Absent- Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT OF WAY ACQUISITION SERVICES CONTRACT WITH ALFRED CLARK ENTERPRISES.

WHEREAS, the City of Jackson is in need of right of way services to assist with the acquisition of certain temporary construction easements for proposed drainage projects within the City of Jackson Corporate Limits; and

WHEREAS, the City of Jackson selected Alfred Clark Enterprises, a local right of way acquisition company located in the City of Jackson, Mississippi to assist with the acquisition of certain temporary construction easements to perform drainage improvements; and

WHEREAS, Alfred Clark Enterprises has provided a hourly ranging from \$18.00 dollars an hour to \$25.00 dollars an hour to perform such services for right of way acquisition; and

WHEREAS, the Public Works Department is requesting authorization to execute a contract with Alfred Clark Enterprises at a cost not to exceed \$5,000.00.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a right of way acquisition services contract with Alfred Clark Enterprises for right of way acquisition services not to exceed \$5,000.00.

President Tillman moved adoption; **Vice President Priester** seconded.

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

Nays- None.

Absent- Stokes.

* * * * *

ORDER RATIFYING EMERGENCY CONTRACT WITH THYSSENKRUPP ELEVATOR CORPORATION TO PROVIDE REPAIR SERVICE FOR THALIA MARA HALL.

WHEREAS, the sole passenger elevator in Thalia Mara Hall failed and has been locked out of service, impairing operations at the facility; and

WHEREAS, a great number of citizens who attend events, while not wheelchair users, depend on the elevator to access the auditorium; and

WHEREAS, the Mayor of the City of Jackson determined that the repair of the elevator was an emergency, and it was determined that delays incident to the letting of competitive bids would not be in the best interest of the City of Jackson; and

WHEREAS, the Mayor executed a declaration which authorized the letting of contracts pursuant to Section 31-7-13(k) of the Mississippi Code for the repair of damage; and

WHEREAS, the Public Works Department solicited a quote from ThyssenKrupp pursuant to its Master Maintenance Agreement to perform the repair of failed equipment; and

WHEREAS, the Public Works Department recommended to the Mayor that the vendor be authorized to perform the work for the cost of \$80,860.00; and

WHEREAS, the sum of \$80,860.00 for the equipment, materials and contract service is commercially reasonable and the procurement of the service was not made for the purpose of circumventing the state's purchasing laws concerning public construction projects.

IT IS, THEREFORE, ORDERED that the emergency procurement for repair to Thalia Mara Hall Facility is hereby ratified in the amount of \$80,860.00, and payment to the ThyssenKrupp Elevator Corporation, for the emergency service shall be issued upon the completion of all service as specified.

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

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

* * * * *

ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2018.

WHEREAS, on December 18, 2017, the City received three sealed bids from The Mississippi Link, and The Jackson Advocate and The Clarion Ledger for the publication of legal notices of the City required by law to be published in the 2018 calendar year; and

WHEREAS, The Jackson Advocate submitted the lowest bid, it being in the amount of \$0.030000 per word for the first publication; \$0.030000 per word for the second publication; and \$0.000000 per word for the third publication, with a \$0.00 charge for the proof of publication; and

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

IT IS, THEREFORE ORDERED that the bid of The Jackson Advocate in the amount of \$0.030000 per word for the first publication; \$0.030000 per word for the second publication; and \$0.000000 per word for the third publication, with a \$0.00 charge for the proof of publication be accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the City Clerk be authorized to publish legal notices as required by law to be published during the period January 1, 2018 through December 31, 2018, in said newspaper on an item-by-item basis as best suits the needs and convenience of the City, and in accordance with the applicable law thereto.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

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There came on for consideration Agenda Item No. 23:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING ONLY BUSINESSES THAT HAVE FACILITIES IN THE CITY OF JACKSON FOR RECOVERY OF VEHICLES BE ALLOWED TO TOW VEHICLES IN THE CITY OF JACKSON. Said item would be held for a later date at the request of **Council Member Stokes.**

There came on for consideration Agenda Item No. 24:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING STRONG DISCIPLINE IN THE JACKSON PUBLIC SCHOOL DISTRICT. Said item would be held for a later date at the request of **Council Member Stokes.**

There came on for consideration Agenda Item No. 25:

ORDER AMENDING THE CITY OF JACKSON'S PAY PLAN TO CHANGE THE HOURLY RATE OF THE DEPUTY CITY CLERK 1 (PT) FROM \$9.70 TO \$14.93. **President Tillman** stated that said item would be held for discussion in Executive Session.

There came on for consideration Agenda Item No. 26:

DISCUSSION: LAKE HICO: President Tillman stated that said item would be held for a later date at the request of **Council Member Stokes.**

There came on for consideration Agenda Item No. 27:

DISCUSSION: MEDGAR EVERS BOULEVARD: President Tillman stated that said item would be held for a later date at the request of **Council Member Stokes.**

DISCUSSION: SIDEWALKS, RAYMOND ROAD: President Tillman recognized **Council Member Banks** who requested that the Administration make it a priority to provide sidewalks in the residential areas along Raymond Road for a safer route for children walking to school.

DISCUSSION: LITIGATION: President Tillman recognized **Council Member Stamps** who stated that said item should be discussed during Executive Session.

President Tillman recognized **Council Member Stamps** who moved, seconded by **Council Member Banks** to consider going into Executive Session to discuss potential litigation, Agenda Item No. 4- Claims and Agenda Item No. 25. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

Council Member Stamps moved and **Council Member Banks** seconded to go into Executive Session to discuss litigation, Agenda Item No. 4 and Agenda Item No. 25. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

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President Tillman announced to the public that the Council voted to go into Executive Session to discuss potential litigation, Agenda Items No. 4 and 25.

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Council Member Stamps moved, seconded by **Council Member Lindsay** to come out of Executive Session. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.
Nays- None.
Absent- Priester and Stokes.

Note- Vice President Priester left the meeting during Executive Session.

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President Tillman announced to the public that the Council voted to come out of Executive Session and no action was taken.

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President Tillman requested that the Clerk read Agenda Item No. 4:

ORDER APPROVING CLAIMS NUMBER 2472 TO 2748 APPEARING AT PAGES 378 TO 422 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$4,210,231.36 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 2472 to 2748 appearing at pages 378 to 422, inclusive thereon, in the Municipal “Docket of Claims”, in the aggregate amount of \$4,210,231.36 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
EARLY CHILDHOOD (DAYCARE)	8,272.45
GENERAL FUND	1,031,595.06
H O P W A GRANT – DEPT. OF HUD	121,619.71
HOME PROGRAM FUND	789.44
HOUSING COMM DEV ACT (CDBG) FD	1,928.46
JXN CONVENTION & VISITORS BUR	285,570.55
LANDFILL/SANITATION FUND	1,138.63
MADISON SEWAGE DISP OP & MAINT	2,435.68
P E G ACCESS- PROGRAMMING FUND	1,918.53
PARKS & RECR FUND	33,772.52
REPAIR & REPLACEMENT FUND	3,644.91

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, JANUARY 3, 2018 10:00 A.M.**

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SAMSHA – 1 U79 SM061630-01	487.87
STATE TORT CLAIMS FUND	2,694.00
TECHNOLOGY FUND	55,274.02
TITLE III AGING PROGRAMS	54,186.00
TRANSPORTATION FUND	457,929.62
WATER/SEWER OP & MAINT FUND	2,035,662.99
WATER/SEWER REVENUE FUND	111,310.92

TOTAL **\$4,210,231.36**

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

Yeas- Foote, Lindsay and Stamps.

Nays- Banks and Tillman.

Absent- Priester and Stokes.

ORDER AMENDING THE CITY OF JACKSON’S PAY PLAN TO CHANGE THE HOURLY RATE OF THE DEPUTY CITY CLERK I (PT) FROM \$9.70 TO \$14.93.

IT IS HEREBY ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in Minute Book 4Y, be further amended to change the hourly rate of the Deputy City Clerk I (PT) from \$9.70 to \$14.93.

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

Yeas- Banks, Foote, Lindsay and Tillman.

Nays- Stamps.

Absent- Priester and Stokes.

The meeting was closed in the memory of the following individual:

- **Bishop Hollis Musgrove**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council meeting at 6:00 p.m. on January 16, 2018; at 2:54 p.m., the Council stood adjourned.

ATTEST:

APPROVED:

CITY CLERK

_____, _____
COUNCIL MEMBER **DATE**

_____, _____
COUNCIL MEMBER **DATE**

_____, _____
COUNCIL MEMBER **DATE**

_____, _____
COUNCIL MEMBER **DATE**

OFFICE OF THE CITY ATTORNEY
3/31/2018

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE CAPITOL CITY RADIO CONTROL CLUB, AN UNINCORPORATED ASSOCIATION, FOR THE SUPERVISION AND OPERATION OF THE SMALL AIRFIELD USED BY MODEL AIRCRAFT AND REMOTE CONTROLLED MODEL AIRCRAFT AT BUDDY BUTTS PARK LOCATED AT 6180 NORTH MCRAVEN ROAD. (WARD 4) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Mississippi ("City") constructed a small airfield at Buddy Butts Park located at 6180 McRaven Road in Jackson, Mississippi ("Field") to be used by model aircraft and remote controlled model aircraft; and

WHEREAS, the successful operation of a radio controlled model flying field, and the protection of flyers and the general public from improper use of the Federal Communications Commission ("FCC") assigned radio frequencies requires that such operate under the supervision of a competent authority, such as the Capitol City Radio Control Club, an unincorporated association ("Club"), that is familiar with the requirements for proper utilization of these radio frequencies; and

WHEREAS, the Club is a chartered club of the Academy of Model Aeronautics and is well-qualified to maintain, operate and use the Field; and

WHEREAS, the Club provided the City proof of liability insurance in the amount of one million dollars (\$1,000,000), and added the City as an additional insured. (CCRC will provide a 2018/19 proof of liability insurance certificate in the amount of one million dollars (\$1,000,000) on March 31, 2018; and

WHEREAS, the Club has abided by all prior mutual agreements with the City; and

WHEREAS, the Club shall use the Field in accordance with the rules and regulations promulgated the Academy of Model Aeronautics, the Federal Communications Commission, the Club and the City.

IT IS HEREBY ORDERED, that the Mayor is authorized to execute a Facilities Use Agreement with Capitol City Radio Control Club, an unincorporated association, for the supervision and operation of a small airfield used by model aircraft and remote controlled model aircraft at Buddy Butts Park located at 6180 North McRaven Road in Jackson, Mississippi for the period commencing on the last date of execution of the agreement and ending on March 31, 2019, unless terminated earlier.

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

ITEM #: 24
DATE: 3-27-18
BY: HARRIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


02-26-18
DATE

	P O I N T S	C O M M E N T S
1.	Brief Description	To operate and supervise the area of Buddy Butts Park known as Hinkel Field for the gas powered radio controlled airplanes located at 6180 North McRaven Road.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth, Crime Prevention, Economic Development, Quality of Life
3.	Who will be affected	Citizens of Jackson
4.	Benefits	Provides citizens the opportunity to fly model airplanes.
5.	Schedule (beginning date)	Upon the last date of execution of an agreement by both parties.
6.	Location: ▪ WARD ▪ CITYWIDE (<u>yes</u> or no) (area) ▪ Project limits if applicable	4
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	
8.	COST	None
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> AABE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> WBE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> HBE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> NABE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>

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



Memo

To: Mayor Chokwe A. Lumumba
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation 
Date: February 26, 2018
Re: Facility Use Agreement – Capitol City Radio Control Club (CCRC)

The attached agenda item is a Facility Use Agreement between the City of Jackson, and the Capitol City Radio Control Club utilizing a City owned facility for the operation of flying model airplanes that are powered by gas engines. The agreement defines the respective responsibilities of both the City of Jackson, and the Capitol City Radio Control Club.

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

IBHjr/pb

3/8/18

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
3/8/18

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE CAPITOL CITY RADIO CONTROL CLUB, AND UNINCORPORATED ASSOCIATION, FOR THE SUPERVISION AND OPERATION OF THE SMALL AIRFIELD USED BY MODEL AIRCRAFT AT BUDDY BUTTS PARK LOCATED AT 6180 NORTH MCRAVEN ROAD (WARD 4)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* RNG

3/9/18

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOYS BASEBALL ASSOCIATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN GROVE PARK. (WARD 4) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
M. S. ...

WHEREAS, the Boys Baseball Association has previously partnered with City of Jackson, Mississippi (“City”) as the management group for the athletic fields at Grove Park located at 4126 Parkway Avenue in Jackson, Mississippi (“Fields”); and

WHEREAS, the Boys Baseball Association has provided the City proof of liability insurance in the amount of one million dollars (\$1,000,000), and added the City as an additional insured, but only with respect to the liability arising out of the operations of the Boys Baseball Association; and

WHEREAS, the Boys Baseball Association abided by all prior mutual agreements with the City; and

WHEREAS, the Boys Baseball Association shall operate its Youth Sports Program and use the Fields in accordance with the rules and regulations established by its Youth Association Charter and the City.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Facilities Use Agreement with the Boys Baseball Association governing its use of the athletic fields at Grove Park for the period commencing on the last date of execution and ending on February 1, 2019, unless terminated earlier.

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

APPROVED FOR AGENDA:

	Date
ITEM #:	25
DATE:	3-27-18
BY:	HARRIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


03-06-18
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	Contract renewal for the Grove Park Youth Association for use of athletic facility. This is a annual contract renewal for Grove Park Association, to conduct youth league play on city athletic facilities at Grove Park.
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	Youth & Education, Crime Prevention, Neighborhood Enhancement, Economic Development, Quality of Life
3.	Who will be affected	Youth in the northwest Jackson area.
4.	Benefits	Provides youth the opportunity to play in various athletic events.
5.	Schedule (beginning date)	Upon the last date of execution of an agreement by both parties.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	4
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Parks & Recreation Department
8.	COST	None
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 <u>99</u> % WAIVER ___ Yes ___ No ___ N/A ___ AABE ___ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> WBE ___ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> HBE ___ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> NABE ___ % WAIVER ___ Yes ___ No ___ N/A <u>X</u>

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



Memo

To: Mayor Chokwe A. Lumumba
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation 
Date: March 6, 2018
Re: Facility Use Agreement – Grove Park Boys Baseball Association

The attached agenda item is a Facility Use Agreement between the City and the Boys Baseball Association utilizing a City owned facility for Baseball field. The agreement defines the respective responsibilities of both the City and the Boys Baseball Association.

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

Thank you!

IBHjr/pb

3/9/18

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
Roslyn Griffin
3/9/18

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOYS BASEBALL ASSOCIATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN GROVE PARK (WARD 4) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, City Attorney

Roslyn Griffin, Deputy City Attorney 

3/13/18

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK JUNIOR GOLF CLUB, INC., FOR USE OF THE CITY-OWNED SONNY GUY MUNICIPAL GOLF COURSE LOCATED AT 3200 WOODROW WILSON DRIVE. (WARD 3) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
J. Lynn Lee
3/27/18

WHEREAS, Grove Park Junior Golf Club, Inc., has previously partnered with the City of Jackson, Mississippi (“City”) as the management group for junior golf at the Sonny Guy Municipal Golf Course located at 3200 Woodrow Wilson; and

WHEREAS, Grove Park Junior Golf Club, Inc. provided the City proof of liability insurance in the amount of one million dollars (\$1,000,000), and added the City as an additional insured, but only for liability cause, in whole or in part, by the acts and omissions of the Grove Park Junior Golf Club, Inc.; and

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

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Facility Use Agreement with Grove Park Junior Golf Club, Inc., a provider governing its use of the Sonny Guy Municipal Golf Courses, for the period commencing on the last date of execution and ending on June 1, 2019, unless terminated earlier.

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

ITEM #:

#26

DATE:

3-27-18

BY:

HARRIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03-06-18
DATE

POINTS		COMMENTS																																													
1.	Brief Description	Order authorizing the mayor to execute an agreement between the City of Jackson and Grove Park Junior Golf Club, Inc., for the supervision, operation, and use of Sonny Guy Municipal Golf Course located at 3200 Woodrow Wilson Drive.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention, Quality of Life																																													
3.	Who will be affected	Youth participating in junior golf at the Sonny Guy Municipal Golf Course.																																													
4.	Benefits	Provides the youth of the City of Jackson, with a municipal golf course where they can participate in junior golf activities.																																													
5.	Schedule (beginning date)	Upon Council Approval.																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 3																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Parks & Recreation Department																																													
8.	COST	None																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>																																														
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	√																																							

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



Memo

To: Mayor Chokwe A. Lumumba
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation *IBH*
Date: March 6, 2018
Re: Facility Use Agreement – Grove Park Junior Golf Club, Inc.

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

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

IBHjr/pb

3/9/18

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
3/13/18

This ^{TOP} ORDER AUTHORIZING THE MAYOR ~~RO~~ EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE GROVE PARK JUNIOR GOLF CLUB, INC., FOR USE OF THE CITY-OWNED SONNY GUY MUNICIPAL GOLF COURSE LOCATED AT 3200 WOODROW WILSON DRIVE (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

3/13/18

DATE

OFFICE OF THE CITY ATTORNEY
B. Williams
3/9/18

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

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

WHEREAS, the Forest Hill Youth Club, Inc. provided the City proof of liability insurance in the amount of one million dollars (\$1,000,000), and added the City as an additional insured, but only for liability caused, in whole or in part, by the acts and omissions of the named insured; and

WHEREAS, the Forest Hill Youth Club, Inc. abided by all prior mutual agreements with the City; and

WHEREAS, the Forest Hill Youth Club, Inc. shall operate and use the Fields in accordance with the rules and regulations established by its Youth Association Charter and the City.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Facilities Use Agreement with the Forest Hill Youth Club, Inc. governing its use of City-owned athletic fields located at 1344 McCluer Road for the period commencing on the last date of execution and ending on March 16, 2019, unless terminated earlier.

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

ITEM #: 27
DATE: 3-27-18
BY: HARRIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 03-05-18


P O I N T S		C O M M E N T S																																																							
1.	Brief Description	This is a yearly renewal for the Forest Hill Youth Club, Inc. to conduct youth league play on city athletic facilities at Forest Hill Park.																																																							
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	Youth & Education, Crime Prevention, Neighborhood Enhancement, Economic Development, Quality of Life																																																							
3.	Who will be affected	Youth in the South Jackson area.																																																							
4.	Benefits	Provides youth the opportunity to play in various athletic events.																																																							
5.	Schedule (beginning date)	Upon Council Approval.																																																							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	6																																																							
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	COST	None																																																							
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>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															

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



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe A. Lumumba
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation 
Date: March 5, 2018
Re: Facility Use Agreement – Forest Hill Youth Club, Inc.

The attached agenda item is a Facility Use Agreement between the City of Jackson and the Forest Hill Youth Club, Inc. utilizing a City owned athletic field. The agreement defines the respective responsibilities of the City of Jackson and the Forest Hill Youth Club, Inc.

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

IBHjr/pb

3/9/18

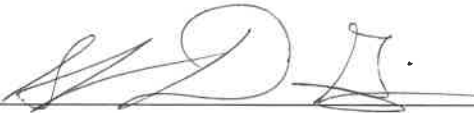
Office of the City Attorney

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
2-11-2018

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE FOREST HILL YOUTH CLUB, INC. FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT 1344 MCCLUER ROAD (WARD 6)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

3/13/18

DATE



ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND MID-MISSISSIPPI R/C CLUB, INC. D/B/A MID-MISSISSIPPI RADIO CONTROL CLUB. (HARRIS, LUMUMBA)

Shelby Le...
3/27/18

WHEREAS, the City of Jackson, Mississippi (“City”) constructed a small airfield at the rear of the City’s Solid Waste Landfill located at 6810 I-55 South Frontage Road, Byram, Mississippi 39272 (“Field”) to be used by model aircraft and remote controlled model aircraft; and

WHEREAS, the successful operation of a radio controlled model flying field, and the protection of flyers and the general public from improper use of the Federal Communications Commission (“FCC”) assigned radio frequencies requires that such operate under the supervision of a competent authority, such as the Mid-Mississippi R/C Club, Inc. D/B/A Mid-Mississippi Radio Control Club (“Club”); and

WHEREAS, the Club is a chartered club of the Academy of Model Aeronautics and is well-qualified to maintain, operate and use the Field; and

WHEREAS, the Club provided the City proof of liability insurance in the amount of one million dollars (\$1,000,000) and added the City as an additional insured; and

WHEREAS, the Club has abided by all prior mutual agreements with the City; and

WHEREAS, the Club shall use the Field in accordance with the rules and regulations promulgated the Academy of Model Aeronautics, the Federal Communications Commission, the Club and the City.

IT IS HEREBY ORDERED, that the Mayor is authorized to execute a Facilities Use Agreement with Mid-Mississippi R/C Club, Inc. D/B/A Mid-Mississippi Radio Control Club for the supervision and operation of an airfield located at the rear of the City’s Solid Waste Landfill for the period commencing on the last date of execution of the agreement and ending on March 31, 2019, unless terminated earlier.

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

APPROVED FOR AGENDA:

Initials	Date
ITEM #:	28
DATE:	3-27-18
BY:	HARRIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


03-07-18
DATE

	P O I N T S	C O M M E N T S																																																							
1.	Brief Description	To operate and supervise gas powered radio controlled airplanes, located at the rear of the City's Solid Waste Landfill, at 6810 I-55 South Frontage Road, Byram, MS 39272.																																																							
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	Youth, Crime Prevention, Economic Development, Quality of Life																																																							
3.	Who will be affected	Citizens of Jackson																																																							
4.	Benefits	Provides youth and adults the opportunity to fly radio controlled model airplanes.																																																							
5.	Schedule (beginning date)	Upon the last date of execution of an agreement by both parties.																																																							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Byram, MS																																																							
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department																																																							
8.	COST	None																																																							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>																																																								
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">___</td> <td style="width: 10%;">Yes</td> <td style="width: 5%;">___</td> <td style="width: 10%;">No</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">___</td> <td style="width: 5%; text-align: center;">X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> <td style="text-align: center;">X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> <td style="text-align: center;">X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> <td style="text-align: center;">X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> <td style="text-align: center;">X</td> </tr> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	___	X	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	___	X	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	___	X	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	___	X	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	___	X
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Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



Memo

To: Mayor Chokwe A. Lumumba
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation 
Date: March 7, 2018
Re: Facility Use Agreement - Mid-Mississippi Radio Control Club (MMRCC)

The attached agenda item is a Facility Use Agreement between the City of Jackson, and the Mid-Mississippi Radio Control Club (MMRCC), to operate and supervise gas powered, radio controlled airplanes, located in the rear of the City's Solid Waste Landfill, at 6810 I-55 South Frontage Road, Byram, Mississippi.

The mission of the MMRCC is to promote the awareness of, and participation in, remote controlled flying in the community.

Thank you.

IBHjr/pb

3/13/18

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY

3/13/18
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND MID-MISSISSIPPI R/C CLUB, INC. D/B/A MID-MISSISSIPPI RADIO CONTROL CLUB is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

3/13/18

DATE

OFFICE OF THE CITY ATTORNEY
Harris
3/27/18

ORDER AUTHORIZING THE MAYOR TO EXECUTE FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE NORTH JACKSON YOUTH BASEBALL FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN LAKELAND PARK. (WARD 1) (HARRIS, LUMUMBA)

WHEREAS, the North Jackson Youth Baseball has partnered with City of Jackson, Mississippi (“City”) for the past twelve years as the management group for the athletic fields at Lakeland Park located at 1399 Lakeland Drive in Jackson, Mississippi; and

WHEREAS, the North Jackson Youth Baseball provided the City proof of liability insurance in the amount of one million dollars (\$1,000,000) and added the City as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of North Jackson Youth Baseball; and

WHEREAS, the North Jackson Youth Baseball abided by all prior mutual agreements with the City; and

WHEREAS, the North Jackson Youth Baseball shall use the fields in accordance with the rules and regulations established by its Youth Association Charter and the City.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Facility Use Agreement with North Jackson Youth Baseball for the supervision and operation of the athletic fields at Lakeland Park for the period commencing on the last date of execution of the agreement and ending on April 1, 2019, unless terminated earlier.

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

ITEM #: 29
DATE: 3-27-18
BY: HARRIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03-07-18


DATE

	P O I N T S	C O M M E N T S																																																												
1.	Brief Description	This is a yearly contract with the North Jackson Youth Baseball Inc., for the use of athletic ball fields, at Lakeland Park, located at 1399 Lakeland Drive, for league play.																																																												
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1, 2, 4, 5 & 7																																																												
3.	Who will be affected	Youth in the area served by this youth association.																																																												
4.	Benefits	Provides youth of the City of Jackson with facilities on which they can participate in youth baseball and softball activities.																																																												
5.	Schedule (beginning date)	Upon the last date of execution of an agreement by both parties.																																																												
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1																																																												
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Parks & Recreation Department																																																												
8.	COST	None																																																												
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																																												
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Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



Memo

To: Mayor Chokwe A. Lumumba
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation 
Date: March 7, 2018
Re: Facility Use Agreement - North Jackson Youth Baseball (NJYBB)

The attached agenda item is a Facility Use Agreement between the City and North Jackson Youth Baseball Inc., utilizing a City owned facility for baseball fields. The agreement defines the respective responsibilities of both the City and the North Jackson Youth Baseball, Inc.

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

IBHjr/pb

3/9/18

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
3/9/18

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE NORTH JACKSON YOUTH BASEBALL FOR USE OF CITY OWNED-ATHLETIC FIELDS LOCATED IN LAKELAND PARK (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney*

3/13/18

DATE

OFFICE OF THE CITY ATTORNEY
3-5-2018

ORDER AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL AGREEMENTS WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR IMPROVEMENTS TO CABANISS STREET (WARD 4)

WHEREAS, the Hinds County Board of Supervisors intends to provide up to \$250,000.00 to the City of Jackson for improvements to Cabaniss Street; 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 Hinds County Board of Supervisors to enter into interlocal agreements with the City of Jackson to allow these two projects to proceed; and

WHEREAS, the Department of Public Works recommends that the governing authorities enter into one or more proposed Interlocal Agreements for these two proposed project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Interlocal Agreements with the Hinds County Board of Supervisors for improvements to Capitol Street and Cabaniss Street, and to accept donation of funds from the Hinds County Board of Supervisors for the Cabaniss Street improvements.

ITEM#:

30

AGENDA:

March 27, 2018

BY: MILLER, WILLIAMS, R. LEE, LUMUMBA

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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller 
Director

Date: March 1, 2018

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an interlocal agreement with the Hinds County Board of Supervisors for improvements to Cabaniss Street.

Cabaniss Street is in need of various improvements. The City has contracted with a consultant for design work, and the County intends to donate up to \$250,000.00 for construction. The City will advertise the plans for bids, accept and award bids, and enter into a construction contract in the same manner as a routine construction project.

An interlocal agreement is required by state law to allow for the county to provide funds for this work and for the County to perform work on City streets. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 1, 2018
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Interlocal agreements with Hinds County for Cabaniss St
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	Motorists and residents on Cabaniss St.
4.	Benefits	Street and related improvements
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	Cabaniss Street (Ward 4)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Hinds County will provide up to \$250,000.00 to the City for Cabaniss St.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
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 ___

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
3-5-2018

This ORDER AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL AGREEMENTS WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR IMPROVEMENTS TO CABANISS STREET (WARD 4) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Terry Williamson, *Legal Counsel*

3/8/18

DATE

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI
16, 2018
nmw

ORDER ACCEPTING THE BID OF GREAT SOUTHERN RECREATION FOR CONSTRUCTION SERVICES FOR THE POINDEXTER PARK RESURFACING PROJECT, PROJECT NUMBER 16B7000.701 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY (WARD 7).

WHEREAS, the Poindexter Park Resurfacing Project advertised for bids on August 24 and 31, 2017; and

WHEREAS, three (3) bids were received in response to the City's advertisement for bids and opened on September 26, 2017; and

WHEREAS, the bid received from Great Southern Recreation, in the amount of \$19,548.00, was the lowest bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Great Southern Recreation, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Great Southern Recreation, opened September 26, 2017; being the lowest and best bid for Poindexter Park Resurfacing Project, at and for the total amount of \$19,548.00, be accepted.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the City Clerk attest a contract with Great Southern Recreation, in accordance with the City's Advertisement For Bidders, said bid, and the specifications on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

ITEM # 31
DATE: March 27, 2018
BY: MILLER, WILLIAMS, EWING, LUMUMBA

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Robert K. Miller, Director
Public Works Department



DATE: February 12, 2018

RE: AGENDA ITEM FOR THE CITY COUNCIL MEETING

Attached, you will find an item for the City Council Agenda requesting acceptance of the bid of Great Southern Recreation, in the amount of \$19,548.00 for Poindexter Park Resurfacing Project.

City staff has reviewed the bid and has determined that it is acceptable, being that it is within proposed estimates and budgeted amount.

The delay in awarding this contract was caused by the close-out of FY 2016-2017. We have attached a letter in which the low bidder states that they will honor their bid of September 26, 2017.

The Poindexter Park Resurfacing Project will provide impact absorbing surfacing at an existing playground in Poindexter Park. This project is being funded through Community Development Block Grant (CDBG) Funds.

It is the recommendation of this office that this contract be awarded. If you have any questions, or require additional information, please do not hesitate to contact this office at 960-1823.

/ge

cc: Vanessa Henderson, Deputy Director, Development Assistance Division
Charles Richardson, Development Assistance Division

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director
Public Works Department



Date: February 12, 2018

Agenda Item:

Item #:

Council Meeting:

Consultant/Contractor: Great Southern Recreation

EBO Compliance Details: CDBG Funded, must meet federal requirements

Purpose: To provide an impact absorbing surface at an existing playground in Poindexter Park located at 800 W. Capitol Street.

Cost: Bid - \$19,548.00

Project/Contract Type: Construction

Funding Source: 085-858.10-6B7000.701-6485

Schedule/Time: This project is begin as soon as contracts are signed.

DPW Manager: Charles Williams, Jr., P.E., Ph.D.

Background: The project was funded through the Development Assistance Division with CDBG Funds. The original bids for this work exceeded the budgeted amount. The budget has since been revised and the project re-bid.

Talking Points:

- This project will help reduce yearly maintenance and expense at this park.
- The impact absorbing material will increase safety at this park.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 12, 2018

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	To provide impact absorbing surfacing at an existing playground in Poindexter Park.																																													
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 four and seven.																																													
3.	Who will be affected	The users of Poindexter Park playground.																																													
4.	Benefits	The use of this impact absorbing playground surfacing will reduce maintenance and provide greater safety.																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 7.																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Parks and Recreation Department and the Engineering Division.																																													
8.	COST	\$19,548.00																																													
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	085-858.10-6B7000.701-6485 \$19,548.00																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

2/16/18

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF GREAT SOUTHERN RECREATION FOR CONSTRUCTION SERVICES FOR THE POINDEXTER PARK RESURFACING PROJECT, PROJECT NUMBER 16B7000.701 AND AUTHORIZING THE MAYOR RO EXECUTE A CONTRACT WITH SAID COMPANY (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Nakesha Watkins, *Legal Counsel* NW

2/20/18

DATE

OFFICE OF THE CITY ATTORNEY
2/20/18
Nakesha Watkins

OFFICE OF THE CITY ATTORNEY
March 19, 2018
MLW

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF BROOKHOLLOW CIRCLE DRAINAGE IMPROVEMENTS (SMITH CREEK TRIBUTARY NO. 1, CITY PROJECT NUMBER 15B5008.401. (WARD 4)

WHEREAS, on June 13, 2017, the City of Jackson accepted Wilco, Inc, bid of \$714,150.00 for the Brookhollow Circle Drainage Improvements (Smith Creek Tributary No. 1), City Project No.15B5008.401; and

WHEREAS, the contract work involved drainage improvements to Smith Creek Tributary No. 1 within the City of Jackson corporate limits; and

WHEREAS, Change Order No. 1/Final represents a 12.24% decrease to the current contract amount due to the adjustment of quantities and the removal or addition of items; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the current contract amount is \$714,150.00 and the decreased contract amount will be \$626,744.84; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$63,692.34 to Wilco, Inc; and

WHEREAS, the bonding company Travelers Casualty and Surety Company of America, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final to the contract of Wilco, Inc, decreasing the contract amount by \$87,405.16 to a final contract amount of \$626,744.84 is authorized.

IT IS FURTHER ORDERED that the City make final payment in the amount of \$63,692.34 and release all securities held to Wilco, Inc, for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Brookhollow Circle Drainage Improvements (Smith Creek Tributary No. 1), City Project No.15B5008.401.

Item #32
March 27, 2018
Miller, Lumumba

ITEM #

DATE:

BY:

WILLIAMS, MILLER, LUMUMBA



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba
From: Robert K Miller, Director of Public Works
Date: March 14, 2018

Agenda Item: Brookhollow Circle Drainage Improvements (Smith Creek Tributary No. 1)

Item #:

Council Meeting: Regular Council Meeting, March 27, 2018

Consultant/Contractor: Wilco, Inc.

EBO Compliance Details:

- ABE: 0%
- AABE: 12.5%
- HBE: .0761%
- NABE: N/A
- FBE: 4.0%

Purpose: Drainage Improvements
Cost: Final Cost \$626,744.84
Project/Contract Type: Construction
Funding Source: 1% Sales Tax
Schedule/Time: Completed February 2018
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda authorizing final payment to Wilco, Inc., in the amount of \$63,692.34 for the completion of the Brookhollow Circle Drainage Improvements (Smith Creek Tributary No. 1).

City staff inspected the work, and concluded that it is acceptable, meeting all requirements detailed within written specifications.



**City of Jackson
Department of Public Works**

It is the recommendation of this office that final payment be issued to Wiloc Inc, for services rendered in the Brookhollow Circle Drainage Improvements. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Talking Points:

Brookhollow Circle Drainage Improvements Talking Points

- The contractor repaired embankment erosion along Smith Creek on Brookhollow Circle.
- The contractor has completed the work per written specifications.
- The project was funded by 1% Sales Tax funds.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
March 14, 2018

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF BROOKHOLLOW CIRCLE DRAINAGE IMPROVEMENTS (SMITH CREEK TRIBUTARY NO. 1, CITY PROJECT NUMBER 15B5008.401. (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	This item addresses Items 4, 6, and 7																																													
3.	Who will be affected	Residents & businesses in Ward 4																																													
4.	Benefits	Drainage Improvement																																													
5.	Schedule (beginning date)	This project is complete.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 4.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Final Cost: \$626,744.84, Final Payment: \$63,692.34																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Fund 173 ^a 173-451355B50084016485																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

3/19/18

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
MARCH 19 2018
NOW

This ORDER AUTHORIZING CHANGE ORDER NO.1FINAL/TO THE CONTRACT OF BROOKHOLLOW CIRCLE DRAINAGE IMPROVEMENTS (SMITH CREEK TRIBUTARY NO. 1 CITY PROJECT NUMBER 15B5008.401 (WARD 4) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Nakesha Watkins, *Legal Counsel* NW

3/20/18

DATE

**ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR
CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC.**

OFFICE OF THE CITY ATTORNEY
3/15/2018

WHEREAS, on January 3, 2018, the Mayor authorized the use of the emergency contract procedure of Section 31-7-13 (k) of the Mississippi Code of 1972, as amended because winter weather conditions threatened a loss of water supply to the customers of the City of Jackson water utility; and

WHEREAS, pursuant to the emergency contract procedure, the Department of Public Works obtained quotes from three contractors to provide equipment and labor to make emergency repairs to breaks in the water distribution system that threatened the loss of water supply to customers; and

WHEREAS, pursuant to the emergency contract procedure the Department of Public Works accepted the quotes provided by the three contractors, entered into contracts with them to perform repair work on the water distribution system, and authorized them to proceed with that work; and

WHEREAS, under its contract, Hemphill Construction Company, Inc. performed numerous repairs to the water distribution system at a total cost of \$755,826.25.

IT IS, THEREFORE, ORDERED that a contract with Hemphill Construction Company, Inc. to perform emergency repairs to the water distribution system, in accordance with the Mayor's January 3, 2018 Declaration of Emergency to Invoke Emergency Contract Procedure, in a total amount of \$685,698.50 is ratified.

IT IS FURTHER ORDERED that final payment in the amount of \$755,826.25 to Hemphill Construction Company, Inc. for emergency repairs to the City of Jackson water distribution system is authorized.

ITEM #

33

AGENDA DATE: _____

March 27, 2018

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2018

DATE

POINTS		COMMENTS
1.	Brief Description	ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC.
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 	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	City of Jackson Utility Customers
4.	Benefits	Allowed the City to continue providing water to its customers during a prolonged period of freezing weather
5.	Schedule (beginning date)	Emergency Work that has been completed
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works
8.	COST	\$755826.25 <i>ea</i>
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Water/Sewer Fund
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___x___ AABE _____ % WAIVER yes ___ no ___ N/A ___x___ FBE _____ % WAIVER yes ___ no ___ N/A ___x___ HBE _____ % WAIVER yes ___ no ___ N/A ___x___ NABE _____ % WAIVER yes ___ no ___ N/A ___x___

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
3/15/2018

This **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC.** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Terry Williamson, *Legal Counsel* 

3/18/18 
DATE



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Robert K. Miller

Council Agenda Item Briefing Memo

**Agenda Item: ORDER RATIFYING EMERGENCY WATER SYSTEM
REPAIR CONTRACT WITH HEMPHILL
CONSTRUCTION COMPANY, INC.**

Item #:

Council Meeting: Regular Council Meeting, March 27, 2018

Purpose: To ratify the contracts for the emergency water system repairs
required by winter weather

Cost: \$755,826.25

Funding Source: Water/Sewer Fund

Background:

Beginning in early January 2018, the City water system began experiencing issue with dropping pressure associated with prolonged, freezing weather. On January 3, 2018, the Mayor signed the Declaration of Emergency to Invoke Emergency Contract Procedure. The Declaration stated:

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Based on these circumstances, the Public Works Department, the City Attorney, and the Mayor determined that it was appropriate to use the emergency contracting procedures, Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, to contract with three local contractors with the immediate capability to begin repairing water line breaks.

Hemphill Construction Company, Inc., one of those three contractors, repaired 136 water line breaks between January 3 and February 27. The total cost of the repairs and work was \$755,826.25.



**City of Jackson
Department of Public Works**

By using contractors supplementing the repairs performed by City crews, the City was able avoid the prolonged water outages that happened during the winter of 2010. While the City did experience boil water notices due to water pressures following below the level required by the Mississippi State Department of Health, there were no widespread, prolonged water outages.

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

**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**


I. REQUEST

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete the repairs to water lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from William E. Miley, Utilities Manager. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.




ROBERT K. MILLER
Director of Public Works

1/2/2018

DATE


II. REVIEWED AND APPROVED



CHARLES B. HATCHER, Ph.D
Director of Administration

1/3/2018


DATE



JAMES ANDERSON
Special Assistant to the City Attorney

1/3/2018

DATE



ROBERT BLAINE, Ph.D
Interim Chief Administrative Officer

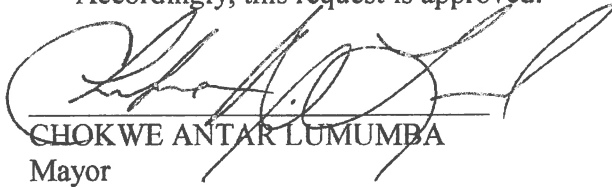
1/3/2018

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the issues with water production and water pressure caused by cold temperatures constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair water distribution lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

1/3/18

DATE

MEMORANDUM

TO: Robert K. Miller, Director of Public Works

FROM: William E. Miley, Utilities Manager

DATE: January 2, 2018

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

It is the recommendation of the Utilities Division that an emergency should be declared. This will allow the Department to hire contractors to assist in making repairs to water lines.

Please let me know if you have any questions.

ORDER AUTHORIZING PAYMENT TO CONSOLIDATED PIPE & SUPPLY CO., INC. FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES.

OFFICE OF THE CITY ATTORNEY
3/15/2018

WHEREAS, on January 3, 2018, the Mayor authorized the use of the emergency contract procedure of Section 31-7-13 (k) of the Mississippi Code of 1972, as amended because winter weather conditions threatened a loss of water supply to the customers of the City of Jackson water utility; and

WHEREAS, pursuant to the emergency contract procedure, the Department of Public Works purchased materials to be used by contractors and City Sewer Maintenance Division workers in making the emergency repairs to City water lines; and

WHEREAS, pursuant to the emergency contract procedure the Department of Public Works purchased materials used in the emergency water line repairs from Consolidated Pipe & Supply Co., Inc. in the total amount of \$17,164.79.

IT IS, THEREFORE, ORDERED that payment in the amount of \$17,164.79 to Consolidated Pipe & Supply Co., Inc. for materials supplied to make emergency repairs to water lines is authorized.

ITEM #

34

AGENDA DATE: March 27, 2018

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2018
DATE

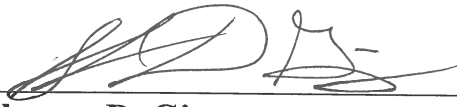
P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING PAYMENT TO CONSOLIDATED PIPE & SUPPLY CO., INC. FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	City of Jackson Utility Customers
4.	Benefits	Allowed the City to continue providing water to its customers during a prolonged period of freezing weather
5.	Schedule (beginning date)	Materials were used to make emergency repairs
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$17,164.79
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water/Sewer Fund
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ x ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ x ___ FBE _____ % WAIVER yes ___ no ___ N/A ___ x ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ x ___ NABE _____ % WAIVER yes ___ no ___ N/A ___ x ___


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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO CONSOLIDATED PIPE & SUPPLY CO. INC. FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Terry Williamson, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
3/15/2018



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING PAYMENT TO CONSOLIDATED PIPE & SUPPLY CO., INC. FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES.**

Item #:

Council Meeting: Regular Council Meeting, March 27, 2018

Purpose: To authorize payment to Consolidated Pipe for material supplied for emergency repairs to City water lines

Cost: \$17,164.79

Funding Source: Water/Sewer Fund

Background:

Beginning in early January 2018, the City water system began experiencing issue with dropping pressure associated with prolonged, freezing weather. On January 3, 2018, the Mayor signed the Declaration of Emergency to Invoke Emergency Contract Procedure. The Declaration stated:

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Based on these circumstances, the Public Works Department, the City Attorney, and the Mayor determined that it was appropriate to use the emergency contracting procedures, Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, to purchase the materials necessary to make the emergency water line repairs.

Consolidated Pipe & Supply Co., Inc., a materials supplier located in Jackson, provided materials for the emergency water line repairs costing \$17,164.79.

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

**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**


I. REQUEST

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete the repairs to water lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from William E. Miley, Utilities Manager. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.




ROBERT K. MILLER
Director of Public Works

1/2/2018

DATE


II. REVIEWED AND APPROVED



CHARLES B. HATCHER, Ph.D
Director of Administration

1/3/2018

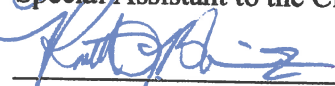
DATE



JAMES ANDERSON
Special Assistant to the City Attorney

1/3/2018

DATE



ROBERT BLAINE, Ph.D
Interim Chief Administrative Officer

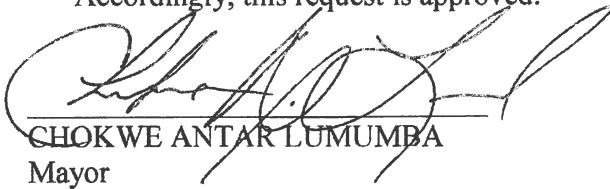
1/3/2018

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the issues with water production and water pressure caused by cold temperatures constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair water distribution lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

1/3/18
DATE

MEMORANDUM

TO: Robert K. Miller, Director of Public Works

FROM: William E. Miley, Utilities Manager

DATE: January 2, 2018

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

It is the recommendation of the Utilities Division that an emergency should be declared. This will allow the Department to hire contractors to assist in making repairs to water lines.

Please let me know if you have any questions.

**ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR
CONTRACT WITH UTILITY CONSTRUCTORS, INC.**

OFFICE OF THE CITY ATTORNEY
3/15/2018
JRW

WHEREAS, on January 3, 2018, the Mayor authorized the use of the emergency contract procedure of Section 31-7-13 (k) of the Mississippi Code of 1972, as amended because winter weather conditions threatened a loss of water supply to the customers of the City of Jackson water utility; and

WHEREAS, pursuant to the emergency contract procedure, the Department of Public Works obtained quotes from three contractors to provide equipment and labor to make emergency repairs to breaks in the water distribution system that threatened the loss of water supply to customers; and

WHEREAS, pursuant to the emergency contract procedure the Department of Public Works accepted the quotes provided by the three contractors, entered into contracts with them to perform repair work on the water distribution system, and authorized them to proceed with that work; and

WHEREAS, under its contract, Utility Constructors, Inc. performed numerous repairs to the water distribution system at a total cost of \$366,429.50.

IT IS, THEREFORE, ORDERED that a contract with Utility Constructors, Inc. to perform emergency repairs to the water distribution system, in accordance with the Mayor's January 3, 2018 Declaration of Emergency to Invoke Emergency Contract Procedure, in a total amount of \$366,429.50 is ratified.

IT IS FURTHER ORDERED that final payment in the amount of \$366,429.50 to Utility Constructors, Inc. for emergency repairs to the City of Jackson water distribution system is authorized.

ITEM # 35

AGENDA DATE: March 27, 2018

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 14, 2018

DATE


P O I N T S		C O M M E N T S
1.	Brief Description	ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH UTILITY CONSTRUCTORS, INC.
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 	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	City of Jackson Utility Customers
4.	Benefits	Allowed the City to continue providing water to its customers during a prolonged period of freezing weather
5.	Schedule (beginning date)	Emergency Work that has been completed
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works
8.	COST	\$366,429.50
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Water/Sewer Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___x___ AABE _____% WAIVER yes ___ no ___ N/A ___x___ FBE _____% WAIVER yes ___ no ___ N/A ___x___ HBE _____% WAIVER yes ___ no ___ N/A ___x___ NABE _____% WAIVER yes ___ no ___ N/A ___x___


Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH UTILITY CONSTRUCTORS, INC** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Terry Williamson, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
3/15/2018



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH UTILITY CONSTRUCTORS, INC.**

Item #:

Council Meeting: Regular Council Meeting, March 27, 2018

Purpose: To ratify the contracts for the emergency water system repairs required by winter weather

Cost: \$474,757.00

Funding Source: Water/Sewer Fund

Background:

Beginning in early January 2018, the City water system began experiencing issue with dropping pressure associated with prolonged, freezing weather. On January 3, 2018, the Mayor signed the Declaration of Emergency to Invoke Emergency Contract Procedure. The Declaration stated:

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Based on these circumstances, the Public Works Department, the City Attorney, and the Mayor determined that it was appropriate to use the emergency contracting procedures, Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, to contract with three local contractors with the immediate capability to begin repairing water line breaks.

Utility Constructors, Inc., one of those three contractors, repaired 24 water line breaks between January 10 and February 2. Utility Constructors, Inc. also assist in locating and checking water



**City of Jackson
Department of Public Works**

line valves and monitoring system water pressure. The total cost of the repairs and work was \$366,429.50.

By using contractors supplementing the repairs performed by City crews, the City was able avoid the prolonged water outages that happened during the winter of 2010. While the City did experience boil water notices due to water pressures following below the level required by the Mississippi State Department of Health, there were no widespread, prolonged water outages.

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

**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**


I. REQUEST

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete the repairs to water lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from William E. Miley, Utilities Manager. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.



ROBERT K. MILLER
Director of Public Works

1/2/2018

DATE

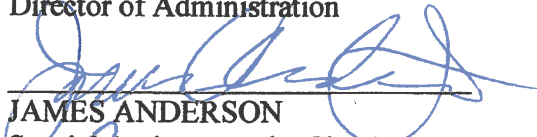
II. REVIEWED AND APPROVED



CHARLES B. HATCHER, Ph.D
Director of Administration

1/3/2018


DATE



JAMES ANDERSON
Special Assistant to the City Attorney

1/3/2018

DATE



ROBERT BLAINE, Ph.D
Interim Chief Administrative Officer

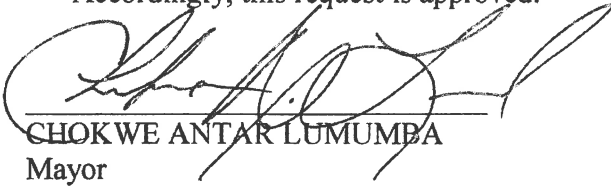
1/3/2018

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the issues with water production and water pressure caused by cold temperatures constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair water distribution lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

1/3/18

DATE

MEMORANDUM

TO: Robert K. Miller, Director of Public Works

FROM: William E. Miley, Utilities Manager

DATE: January 2, 2018

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

It is the recommendation of the Utilities Division that an emergency should be declared. This will allow the Department to hire contractors to assist in making repairs to water lines.

Please let me know if you have any questions.

**ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR
CONTRACT WITH DELTA CONSTRUCTORS, INC.**

OFFICE OF THE CITY ATTORNEY
3/15/2018

WHEREAS, on January 3, 2018, the Mayor authorized the use of the emergency contract procedure of Section 31-7-13 (k) of the Mississippi Code of 1972, as amended because winter weather conditions threatened a loss of water supply to the customers of the City of Jackson water utility; and

WHEREAS, pursuant to the emergency contract procedure, the Department of Public Works obtained quotes from three contractors to provide equipment and labor to make emergency repairs to breaks in the water distribution system that threatened the loss of water supply to customers; and

WHEREAS, pursuant to the emergency contract procedure the Department of Public Works accepted the quotes provided by the three contractors, entered into contracts with them to perform repair work on the water distribution system, and authorized them to proceed with that work; and

WHEREAS, under its contract, Delta Constructors, Inc. performed numerous repairs to the water distribution system at a total cost of \$474,757.00.

IT IS, THEREFORE, ORDERED that a contract with Delta Constructors, Inc. to perform emergency repairs to the water distribution system, in accordance with the Mayor's January 3, 2018 Declaration of Emergency to Invoke Emergency Contract Procedure, in a total amount of \$474,757.00 is ratified.

IT IS FURTHER ORDERED that final payment in the amount of \$474,757.00 to Delta Constructors, Inc. for emergency repairs to the City of Jackson water distribution system is authorized.

ITEM # 36

AGENDA DATE: March 27, 2018

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 14, 2018
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH DELTA CONSTRUCTORS, INC.
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	City of Jackson Utility Customers
4.	Benefits	Allowed the City to continue providing water to its customers during a prolonged period of freezing weather
5.	Schedule (beginning date)	Emergency Work that has been completed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$474,757.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water/Sewer Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___x___ AABE _____% WAIVER yes ___ no ___ N/A ___x___ FBE _____% WAIVER yes ___ no ___ N/A ___x___ HBE _____% WAIVER yes ___ no ___ N/A ___x___ NABE _____% WAIVER yes ___ no ___ N/A ___x___

Office of the City Attorney


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

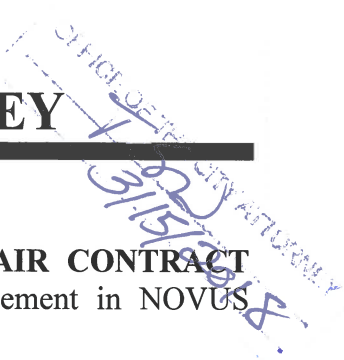
OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH DELTA CONSTRUCTORS, INC** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Terry Williamson, *Legal Counsel* 


3/20/18

DATE



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER RATIFYING EMERGENCY WATER SYSTEM REPAIR CONTRACT WITH DELTA CONSTRUCTORS, INC.**

Item #:

Council Meeting: Regular Council Meeting, March 27, 2018

Purpose: To ratify the contracts for the emergency water system repairs required by winter weather

Cost: \$474,757.00

Funding Source: Water/Sewer Fund

Background:

Beginning in early January 2018, the City water system began experiencing issue with dropping pressure associated with prolonged, freezing weather. On January 3, 2018, the Mayor signed the Declaration of Emergency to Invoke Emergency Contract Procedure. The Declaration stated:

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Based on these circumstances, the Public Works Department, the City Attorney, and the Mayor determined that it was appropriate to use the emergency contracting procedures, Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, to contract with three local contractors with the immediate capability to begin repairing water line breaks.

Delta Constructors, Inc., one of those three contractors, repaired 40 water line breaks between January 5 and January 29. The cost of those repairs was \$474,757.00.



**City of Jackson
Department of Public Works**

By using contractors supplementing the repairs performed by City crews, the City was able avoid the prolonged water outages that happened during the winter of 2010. While the City did experience boil water notices due to water pressures following below the level required by the Mississippi State Department of Health, there were no widespread, prolonged water outages.

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

**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete the repairs to water lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from William E. Miley, Utilities Manager. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.



ROBERT K. MILLER
Director of Public Works

1/2/2018

DATE


II. REVIEWED AND APPROVED



CHARLES B. HATCHER, Ph.D
Director of Administration

1/3/2018


DATE



JAMES ANDERSON
Special Assistant to the City Attorney

1/3/2018

DATE



ROBERT BLAINE, Ph.D
Interim Chief Administrative Officer

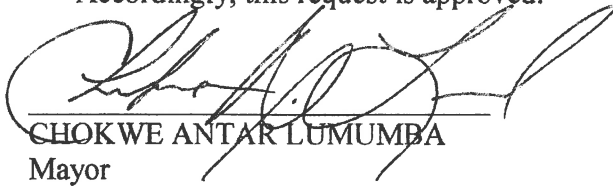
1/3/2018

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the issues with water production and water pressure caused by cold temperatures constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair water distribution lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

1/3/18

DATE

MEMORANDUM

TO: Robert K. Miller, Director of Public Works

FROM: William E. Miley, Utilities Manager

DATE: January 2, 2018

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

It is the recommendation of the Utilities Division that an emergency should be declared. This will allow the Department to hire contractors to assist in making repairs to water lines.

Please let me know if you have any questions.

ORDER AUTHORIZING PAYMENT TO EAGLE PIPE AND SUPPLY, LLC FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES.

OFFICE OF THE CITY ATTORNEY
JSM
3/15/2018

WHEREAS, on January 3, 2018, the Mayor authorized the use of the emergency contract procedure of Section 31-7-13 (k) of the Mississippi Code of 1972, as amended because winter weather conditions threatened a loss of water supply to the customers of the City of Jackson water utility; and

WHEREAS, pursuant to the emergency contract procedure, the Department of Public Works purchased materials to be used by contractors and City Sewer Maintenance Division workers in making the emergency repairs to City water lines; and

WHEREAS, pursuant to the emergency contract procedure the Department of Public Works purchased materials used in the emergency water line repairs from Eagle Pipe and Supply, LLC in the total amount of \$9,103.55.

IT IS, THEREFORE, ORDERED that payment in the amount of \$9,103.55 to Eagle Pipe and Supply, LLC for materials supplied to make emergency repairs to water lines is authorized.

ITEM # 37

AGENDA DATE: March 27, 2018

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2018

DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT TO EAGLE PIPE AND SUPPLY, LLC FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES.
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	City of Jackson Utility Customers
4.	Benefits	Allowed the City to continue providing water to its customers during a prolonged period of freezing weather
5.	Schedule (beginning date)	Materials were used to make emergency repairs
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$9,103.55
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Water/Sewer Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___x___ AABE _____% WAIVER yes ___ no ___ N/A ___x___ FBE _____% WAIVER yes ___ no ___ N/A ___x___ HBE _____% WAIVER yes ___ no ___ N/A ___x___ NABE _____% WAIVER yes ___ no ___ N/A ___x___


Office of the City Attorney




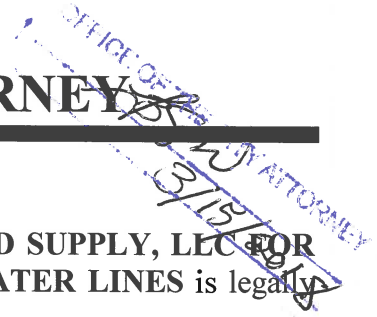
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO EAGLE PIPE AND SUPPLY, LLC FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Terry Williamson, *Legal Counsel* 



3/20/18
DATE



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING PAYMENT TO EAGLE PIPE AND SUPPLY, LLC FOR MATERIAL USED TO MAKE EMERGENCY REPAIRS TO WATER LINES.**

Item #:

Council Meeting: Regular Council Meeting, March 27, 2018

Purpose: To authorize payment to Consolidated Pipe for material supplied for emergency repairs to City water lines

Cost: \$9,103.55

Funding Source: Water/Sewer Fund

Background:

Beginning in early January 2018, the City water system began experiencing issue with dropping pressure associated with prolonged, freezing weather. On January 3, 2018, the Mayor signed the Declaration of Emergency to Invoke Emergency Contract Procedure. The Declaration stated:

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Based on these circumstances, the Public Works Department, the City Attorney, and the Mayor determined that it was appropriate to use the emergency contracting procedures, Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, to purchase the materials necessary to make the emergency water line repairs.

Consolidated Pipe & Supply Co., Inc., a materials supplier located in Jackson, provided materials for the emergency water line repairs costing \$9,103.55.

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

**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**


I. REQUEST

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete the repairs to water lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from William E. Miley, Utilities Manager. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.



ROBERT K. MILLER
Director of Public Works

1/2/2018

DATE


II. REVIEWED AND APPROVED



CHARLES B. HATCHER, Ph.D
Director of Administration

1/3/2018


DATE



JAMES ANDERSON
Special Assistant to the City Attorney

1/3/2018

DATE



ROBERT BLAINE, Ph.D
Interim Chief Administrative Officer

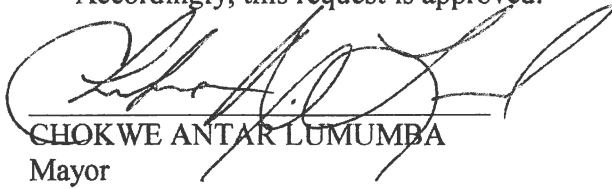
1/3/2018

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the issues with water production and water pressure caused by cold temperatures constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair water distribution lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

1/3/18

DATE

MEMORANDUM

TO: Robert K. Miller, Director of Public Works

FROM: William E. Miley^{WEM}, Utilities Manager

DATE: January 2, 2018

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

It is the recommendation of the Utilities Division that an emergency should be declared. This will allow the Department to hire contractors to assist in making repairs to water lines.

Please let me know if you have any questions.

ORDER AUTHORIZING PAYMENT TO SOUTHERN CONSULTANTS, INC. FOR ENGINEERING SERVICES TO SUPPORT CITY ENGINEERING STAFF DURING THE JANUARY WINTER WEATHER EVENT.

OFFICE OF THE CITY ATTORNEY
2782
3/15/2018

WHEREAS, on January 3, 2018, the Mayor authorized the use of the emergency contract procedure of Section 31-7-13 (k) of the Mississippi Code of 1972, as amended because winter weather conditions threatened a loss of water supply to the customers of the City of Jackson water utility; and

WHEREAS, the City Engineering Division was providing support to the City's water utility to assist in locating valves, verifying system pressures, verifying elevated tank levels, and reviewing as-built engineering drawings for the City water distribution system; and

WHEREAS, due to the volume of work involved, the City Engineering Division sought assistance from Southern Consultants, Inc. in performing the necessary support tasks; and

WHEREAS, Southern Consultants, Inc. provided ninety-five hours of support at a total cost of \$13,775.00 and the Department of Public Works recommends payment for these valuable services.

IT IS, THEREFORE, ORDERED that payment in the amount of \$13,775.00 to Southern Consultants, Inc. for engineering services to support City engineering staff during the January winter weather event is authorized.

ITEM # 38

AGENDA DATE: March 27, 2018

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2018

DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT TO SOUTHERN CONSULTANTS, INC. FOR ENGINEERING SERVICES TO SUPPORT CITY ENGINEERING STAFF DURING THE JANUARY WINTER WEATHER EVENT.
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 	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	City of Jackson Utility Customers
4.	Benefits	Assisted the City in continuing to provide water to its customers during a prolonged period of freezing weather
5.	Schedule (beginning date)	Services were provided during the January winter weather event and during the period when repairs were being made to the water system.
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works
8.	COST	\$13,775.00
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Water/Sewer Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___x___ AABE _____% WAIVER yes ___ no ___ N/A ___x___ FBE _____% WAIVER yes ___ no ___ N/A ___x___ HBE _____% WAIVER yes ___ no ___ N/A ___x___ NABE _____% WAIVER yes ___ no ___ N/A ___x___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO SOUTHERN CONSULTANTS, INC. FOR ENGINEERING SERVICES TO SUPPORT CITY ENGINEERING STAFF DURING THE JANUARY WINTER WEATHER EVENT** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, City Attorney

Terry Williamson, Legal Counsel 



DATE

DATE



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING PAYMENT TO SOUTHERN CONSULTANTS, INC. FOR ENGINEERING SERVICES TO SUPPORT CITY ENGINEERING STAFF DURING THE JANUARY WINTER WEATHER EVENT.**

Item #:

Council Meeting:

Regular Council Meeting, March 27, 2018

Purpose:

To authorize payment to Southern Consultants, Inc. for engineering services provided to support the City Engineering Division

Cost:

\$13,775.00

Funding Source:

Water/Sewer Fund

Background:

Beginning in early January 2018, the City water system began experiencing issue with dropping pressure associated with prolonged, freezing weather. On January 3, 2018, the Mayor signed the Declaration of Emergency to Invoke Emergency Contract Procedure to allow for repairs to be made by contractors and allow for the purchase of materials.

The City Engineering Division provided support for the repairs and the monitoring and stabilization of the pressure in the water system. Due to the volume of engineering services needed, the City Engineering Division sought assistance from Southern Consultants, Inc. to assist in locating and assessing the condition of valves, verifying system pressures and elevated tank levels, and reviewing as-built plans for purposes of locating valves and in support of contractors.

Southern Consultants, Inc. provided 95 hours of engineering services at a rate of \$145.00 per hour for a total cost of \$13,775.00.

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

**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**


I. REQUEST

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system that would result in the City being unable to supply water to its citizens.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete the repairs to water lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from William E. Miley, Utilities Manager. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.



ROBERT K. MILLER
Director of Public Works

1/2/2018

DATE


II. REVIEWED AND APPROVED



CHARLES B. HATCHER, Ph.D
Director of Administration

1/3/2018


DATE



JAMES ANDERSON
Special Assistant to the City Attorney

1/3/2018

DATE



ROBERT BLAINE, Ph.D
Interim Chief Administrative Officer

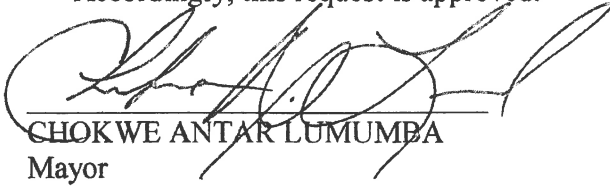
1/3/2018

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the issues with water production and water pressure caused by cold temperatures constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair water distribution lines, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

1/3/18

DATE

MEMORANDUM

TO: Robert K. Miller, Director of Public Works

FROM: William E. Miley, Utilities Manager

DATE: January 2, 2018

As a result of sustained cold temperatures, water production at the O.B. Curtis Water Treatment Plant has been reduced. As a result of reduced water production and ongoing major breaks, water level in most of the City's water tanks is at or near zero. This creates an immediate danger of losing water pressure in the distribution system.

The City does not have enough water maintenance crews at this time to make the necessary repairs in the distribution system quickly enough to ensure the City maintains water pressure during the continuing cold temperatures.

It is the recommendation of the Utilities Division that an emergency should be declared. This will allow the Department to hire contractors to assist in making repairs to water lines.

Please let me know if you have any questions.

ORDER AUTHORIZING APPLICATION FOR A WATER POLLUTION CONTROL REVOLVING FUND LOAN THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR SHORT-TERM COMPOSITE CORRECTION PROGRAM IMPROVEMENTS TO THE SAVANNA STREET WASTEWATER TREATMENT PLANT.

OFFICE OF THE CITY ATTORNEY
3/15/2018

WHEREAS, the Mississippi Department of Environmental Quality operates the State Water Pollution Control Revolving Fund Loan Program to provide low interest rate loans for the construction of projects to maintain the water quality of the State's waters; and

WHEREAS, the City of Jackson agreed to the entry of a Consent Decree on March 1, 2013 to resolve environmental claims alleged by the U.S.E.P.A. and the Mississippi Department of Environmental Quality; and

WHEREAS, the Consent Decree requires that the City determine the repairs and improvements necessary to bring the Savanna Street Wastewater Treatment Plant into compliance with its National Pollutant Discharge Elimination System (NPDES) permit; and

WHEREAS, the City completed a Composite Correction Program that identified short-term repairs and corrective actions that must be completed within twenty-four months and long-term improvements that must be completed within sixty months; and

WHEREAS, the City is in need of funding now for the short-term improvements, which are estimated to cost \$30,000,000.00; and

WHEREAS, the term for repayment of the loan is twenty years and repayment begins when the project is completed; and

WHEREAS, in order for the City to receive and administer a Water Pollution Control Revolving Fund Loan for the Short-Term Composite Correction Program Improvements to the Savanna Street Wastewater Treatment Plant, the Mayor must be designated as the City's authorized representative.

IT IS, THEREFORE, ORDERED that the Mayor is authorized on behalf of the City to apply to the Mississippi Department of Environmental Quality for a Water Pollution Control Revolving Fund Loan in the amount not to exceed \$30,000,000.00 for the Short-Term Composite Correction Program Improvements to the Savanna Street Wastewater Treatment Plant and is designated as the City's authorized representative for the loan.

ITEM # 39

AGENDA DATE: March 27, 2018

BY: MILLER, LUMUMBA



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING APPLICATION FOR A WATER POLLUTION CONTROL REVOLVING FUND LOAN THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR SHORT-TERM COMPOSITE CORRECTION PROGRAM IMPROVEMENTS TO THE SAVANNA STREET WASTEWATER TREATMENT PLANT.**

Item #:

Council Meeting: Regular Council Meeting, March 7, 2018

Purpose: To obtain SRF Loan Financing for Short-Term Improvements at the Savanna Street WWTP

Cost: N/A

Funding Source: N/A

Background:

The City's Clean Water Act Consent Decree requires it to make repairs and improvements to the Savanna Street WWTP. To determine the repairs and improvements needed, the Department of Public Works had a Comprehensive Performance Evaluation (CPE) done for the Savanna Street WWTP. Based on the results of the CPE, the Department of Public Works had a Composite Correction Program (CCP) developed to bring the Savanna Street WWTP into compliance with its NPDES permit.

Under the Consent Decree, short-term repairs and improvements are required to be completed in two years after approval of the CCP by the EPA and MDEQ. Based on cost estimates, the short-term repairs and improvements are projected to cost \$30,000,000.00. The City needs a source of funding to finance the cost of this work. The MDEQ Water Pollution Control Revolving Loan Fund Program (WPCRLF) offers very low interest loans repayable over a 20-year period beginning from the completion of the project. The Department of Public Works previously submitted a ranking request for the short-term improvements to the Savanna Street WWTP recommended in the CCP. MDEQ has indicated that they are willing to make the City two loans in successive years, each in the amount of \$15,000,000.00, to fund these short-term repairs and improvements.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 28, 2018
DATE


POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING APPLICATION FOR A WATER POLLUTION CONTROL REVOLVING FUND LOAN THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR SHORT-TERM COMPOSITE CORRECTION PROGRAM IMPROVEMENTS TO THE SAVANNA STREET WASTEWATER TREATMENT PLANT
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	City of Jackson Utility Customers
4.	Benefits	Provides long-term, low interest loan for Consent Decree-required repairs and improvements at the Savanna St. WWTP
5.	Schedule (beginning date)	Application will be submitted as soon as the City receives its loan offer
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7 (Location of Savanna St. WWTP)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	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___ FBE _____% WAIVER yes ___ no ___ N/A ___x___ HBE _____% WAIVER yes ___ no ___ N/A ___x___ NABE _____% WAIVER yes ___ no ___ N/A ___x___


Office of the City Attorney

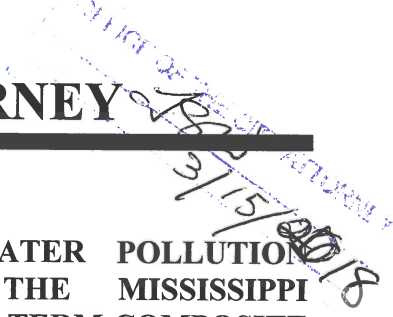
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING APPLICATION FOR A WATER POLLUTION CONTROL REVOLVING FUND LOAN THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR SHORT-TERM COMPOSITE CORRECTION PROGRAM IMPROVEMENTS TO THE SAVANNA STREET WASTEWATER TREATMENT PLANT is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Terry Williamson, *Legal Counsel* 



3/20/18
DATE

OFFICE OF THE CITY ATTORNEY
3/15/2018

ORDER AUTHORIZING AN AMENDMENT TO THE FLOW MONITORING CONTRACT WITH CSL SERVICES, INC. TO INCLUDE TEMPORARY FLOW MONITORING IN SUPPORT OF A SANITARY SEWER EVALUATION SURVEY AND HYDRAULIC MODELING. (WARDS 3 AND 5)

WHEREAS, the City of Jackson is currently under contract with CSL Services, Inc. (CSL) to provide flow monitoring services on West Bank Interceptor to meet requirements of the Consent Decree; and

WHEREAS, the Department of Public Works needs temporary flow monitoring services to determine baseline and wet weather flows in the area where a Sanitary Sewer Evaluation Survey will be performed and to assist in the calibration of the collection system hydraulic model being developed; and

WHEREAS, the Sanitary Sewer Evaluation Survey and hydraulic model are necessary for compliance with the City's Clean Water Act Consent Decree; and

WHEREAS, CSL has proposed to perform the required temporary flow monitoring at a cost of \$64,650.00; and

WHEREAS, the Department of Public Works recommends that the governing authorities authorize this amendment to the existing flow monitoring contract with CSL.

IT IS, THEREFORE, ORDERED that an amendment to the Flow Monitoring Contract with CSL Services, Inc. in an amount not to exceed \$64,650.00 to provide temporary flow monitoring services in support of a sanitary sewer evaluation survey and hydraulic modeling is authorized.

Item #40
March 27, 2018

AGENDA DATE: _____
BY: MILLER, LUMUMBA

Office of the City Attorney

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

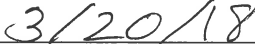
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING AN AMENDMENT TO THE FLOW MONITORING CONTRACT WITH CSI, SERVICES INC., TO INCLUDE TEMPORARY FLOW MONITORING IN SUPPORT OF A SANITARY SEWER EVALUATION SURVEY AND HYDRAULIC MODELING (WARDS 3 AND 5) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Terry Williamson, *Legal Counsel* 



DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 28, 2018
 DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING AN AMENDMENT TO THE FLOW MONITORING CONTRACT WITH CSL SERVICES, INC. TO INCLUDE TEMPORARY FLOW MONITORING IN SUPPORT OF A SANITARY SEWER EVALUATION SURVEY AND HYDRAULIC MODELING.
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	City of Jackson Utility Customers
4.	Benefits	Allows the City to proper complete a sanitary sewer evaluation survey and hydraulic modeling of the first sewershed to be rehabilitated.
5.	Schedule (beginning date)	Flow monitoring will begin within 30 days of approval of the contract amendment
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wards 3 & 5
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$64,650.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water/Sewer Fund
10.	EBO participation	ABE ___ % WAIVER yes ___ x ___ no ___ N/A ___ AABE _10_ % WAIVER yes ___ no ___ N/A ___ FBE ___ % WAIVER yes ___ x ___ no ___ N/A ___ HBE ___ % WAIVER yes ___ no ___ N/A ___ NABE ___ % WAIVER yes ___ no ___ N/A ___



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING AN AMENDMENT TO THE FLOW MONITORING CONTRACT WITH CSL SERVICES, INC. TO INCLUDE TEMPORARY FLOW MONITORING IN SUPPORT OF A SANITARY SEWER EVALUATION SURVEY AND HYDRAULIC MODELING.**

Item #:

Council Meeting: Regular Council Meeting, March 7, 2018

Purpose: To provide temporary flow monitoring to meet requirements of the Clean Water Act Consent Decree

Cost: \$64,650.00

Funding Source: Water/Sewer

Background:

The City's Clean Water Act Consent Decree requires that the City perform sanitary sewer evaluation surveys (SSES) to determine the rehabilitation needs of the sewer collection system. The Consent Decree also requires the City to create a hydraulic model the sewer system to help in identifying issues in the collection system such as lack of capacity and possible solutions to those issues.

In order to perform the SSES in the first of the sewersheds identified for rehabilitation work and to complete the hydraulic model for this sewershed, additional temporary flow monitoring is necessary.

The Department of Public works proposes using CSL Services, Inc. CSL is currently under contract to provide long-term flow monitoring on the West Bank Interceptor. CSL has provide the Department with good service during this contract. Consequently, the Department recommends using CSL to provide this needed temporary flow monitoring.

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



March 1, 2018

Mr. Terry Williamson
Consent Decree Project Manager
CITY OF JACKSON
200 S. President Street
Jackson, MS 39205-0017

RE: PROPOSAL FOR COJ GROUP 1 TEMPORARY FLOW MONITORING

Dear Terry,

Thank you for allowing CSL Services, Inc. to present this proposal for the referenced temporary flow study in the City of Jackson. CSL has been the primary flow monitoring service provider for the City for almost 4 years. We feel confident that our experience with City personnel and our familiarity with the wastewater collection system make us uniquely qualified to complete this study in an efficient and cost-effective manner.

PROPOSED SCOPE OF WORK

Based on our conversations with you and Kieu-Anh Tran, we have included the following specific items in our Proposed Scope of Work:

- Mobilization – This task will include field verification of proposed monitoring locations based primarily on safety, accessibility and hydraulics, with assistance from City personnel.
- Flow Monitor and Rain Gauge Installation and Calibration – Install and calibrate 12 flow monitors and 1 rain gauge with remote telemetry.
- Flow Monitor and Rain Gauge Maintenance and Data Collection – Provide any maintenance required to ensure that all equipment is operating properly for a 90 day period. All equipment will have telemetry and will post data to a secure website every 24 hours.
- Flow Monitor and Rain Gauge Maintenance and Data Collection – Provide any maintenance required to ensure that all equipment is operating properly for a 90 day period.
- Final Report with I&I Analysis – All data collected during the study will be analyzed and the results will be presented in a Final Report. Deliverables included in the final report will include site report sheets for each site, flow and rain data presented in hourly hydrographs, and 15 minute depth, velocity, flow and rainfall data in Excel format. The I&I Analysis will determine the amounts of Wet Weather Infiltration and Rainfall-derived I&I for each sub-system and will be presented in a table with the sub-systems ranked based on severity.
- One Month Extension (Only If Approved) – This would allow for an additional month of data collection only in the unlikely event that the minimum of 3 1-inch rainfall events do not occur during the initial 3 month data collection period and would only be utilized if approved by the City.
- Meter Relocation (Only If Approved) – This would allow for the relocation of up to 2 flow monitors in the event that a selected site does not provide acceptable data and would only be utilized if approved by the City.

Mr. Terry Williamson
March 1, 2018
Page Two

PROPOSED COST SCHEDULE:

Our Proposed Cost Schedule to complete this work is presented in the table below. It is our understanding that, if approved, this would be in the form of a Change Order to our West Bank Interceptor Flow Monitoring contract.

Item	Item	Units	Unit Price	Item Total
1	Mobilization	1	\$2,500.00	\$2,500.00
2	Flow Meter Installation and Calibration (Includes 1 Rain Gauge)	12	\$500.00	\$6,000.00
3	Maintenance and Data Collection, per Meter-Day	1,080.00	\$46.00	\$49,680.00
4	Final Report with I&I Analysis	LS	\$6,470.00	\$6,470.00
		TOTAL		\$64,650.00
7	One Month Extension (Only if Approved)	360	\$44.00	\$15,840.00
8	Meter Relocation, per Meter (Only If Approved)	2	\$850.00	\$1,700.00

We would be happy to discuss this proposal in detail at your convenience, and we appreciate your consideration.

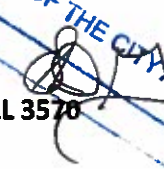
Best regards,

CSL SERVICES, INC.



William H. Dawson, P.E.
Vice President

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT WITH MASE/CWA LOCAL 3570

OFFICE OF THE CITY ATTORNEY


WHEREAS, the City of Jackson Mississippi and the MASE/CWA Union recognize the welfare and the best interest of the Parties will be served by orderly procedures for the City and Union to operate in good faith; and

WHEREAS, the City shall negotiate in good faith to create an Agreement beneficial to the City and employees of the City of Jackson who are members of this organization; and

WHEREAS, the Parties understand this Agreement incorporates the City of Jackson Rules and Regulations, including the Personnel Hand Book

WHEREAS, the parties also desire authorization to execute an MOU to ensure the future revised version of the City of Jackson Personnel Handbook, which will be incorporated into said Agreement.

IT IS THEREFORE, ORDERED that THE Mayor be authorized to execute a Contract and Memorandum of Understanding (MOU) on behalf of the City of Jackson and MASE/CWA LOCAL 3570.

(Lumumba, Gipson)

Item #41
March 27, 2018

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERTS AND INCUR EXPENSES IN CAUSE # 25 CH 1:17 CV-0077 WLK PENDING IN THE HINDS COUNTY CIRCUIT COURT

OFFICE OF THE CITY ATTORNEY
- *Chamie Johnson*

Whereas, Retro Metro LLC filed a Complaint for Breach of a Lease Agreement Term and for Appointment of a Special Master in the Hinds County Chancery Court on or about October 18, 2016, which named the City of Jackson Mississippi as a Defendant; and

Whereas, an order was entered by the Hinds County Chancery Court on February 6, 2017 which transferred the action to the Hinds County Circuit Court and assigned Cause # 25 CH 1:17 CV-0077 WLK; and

Whereas, the Plaintiff has alleged in the action that the City of Jackson Mississippi has breached the terms of a lease located within the Metro Center Mall; and

Whereas, in an effort to defend the allegations against the City, in a prior order, the governing authorities authorized the Office of the City Attorney to retain McDonald and Associates to provide an opinion related to Post Construction Audits at a cost of \$4,120.00, which did not include expenses for travel or services at trial; and

Whereas, McDonald and Associates provided the opinion and has been designated as an expert by the Office of the City Attorney and attendance and testimony at Trial and travel is required;

Whereas, the estimate provided by McDonald and Associates on January 19, 2018 was \$5,695.00 for one person to appear to appear and give testimony at trial and exceeds the previous authority provided the Office of the City Attorney to expend \$8,960; and

Whereas, the Office of the City Attorney believes it would be in the best interest of the City to increase the amount previously authorized from \$8,960.00 to \$12,500; thereby enabling the City to pay the costs estimated by McDonald and Associates;

IT IS HEREBY ORDERED that the previous authority to incur expenses and expend sums for the litigation described above shall be increased from \$8,960.00 to \$12,500.00.

(Lumumba, Gipson)

Item #42
March 27, 2018

M E M O R A N D U M

Office of the City Attorney
(601) 960-1799



TO: Chokwe A. Lumumba, Mayor
FROM: Sharon Gipson, City Attorney
DATE: March 21, 2018
RE: Expert Witness Fees Retro Metro v City of Jackson

The City of Jackson was sued by Retro Metro alleging that the City breached the terms of the lease by failing to pay cost overruns in excess of \$650,000.00. The cost overruns were due to be paid within thirty (30) days of the submission of a construction audit.

The Jackson City Council previously authorized the Office of the City Attorney to retain experts and expend \$8,960.00 to provide an opinion on what constitutes a construction audit and determine whether Retro Metro's submissions constituted a construction audit. The expenditures authorized are not sufficient for securing the expert's appearance and testimony at trial.

The Office of the City Attorney believes that the appearance and testimony of the expert at trial concerning construction audits and the submissions of Retro Metro is needed for the defense of the action and necessary. Therefore, authority is being sought to incur additional expenses which will not exceed the total of \$12,500.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 1/4/18

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Order Authorizing Incurring of Additional Expenses Related to Experts Trial Appearance in Hinds County Circuit Cause 17-00077 WLK																																													
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	City of Jackson																																													
4.	Benefits	Authorizing the additional expense will compensate the retained expert's attendance and testimony at trial.																																													
5.	Schedule (beginning date)	Upon City Council approval																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable																																														
<input type="checkbox"/>	Action implemented by:	Office of the City Attorney																																													
<input type="checkbox"/>	§ City Department																																														
7.	§ Consultant																																														
8.	COST	Not to exceed \$12,500.00																																													
<input type="checkbox"/>	Source of Funding	001-407.94-6419																																													
<input type="checkbox"/>	§ General Fund																																														
<input type="checkbox"/>	§ Grant																																														
<input type="checkbox"/>	§ Bond																																														
9.	§ Other																																														
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>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	X
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERTS AND INCUR EXPENSES IN CAUSE # 25 CH 1:17 CV-0077 WLK PENDING IN THE HINDS COUNTY CIRCUIT COURT is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Deputy City Attorney

3/21/08

DATE

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND WEBQA, INC.

WHEREAS, the City of Jackson, Mississippi (“City”) executed an agreement with WebQA, Inc. for the installation, implementation and use of GovQA to provide an online option for the processing requests for public records; and

WHEREAS, the City entered into a Master Services Agreement with WebQA on or about November 1, 2014 to provide for use of a third-party vendor to collect online payments; and

WHEREAS, WebQA has agreed to amend the Agreement to include the GovQA Payments and Invoicing Modules and implementation using the WebQA Payment Gateway; and

WHEREAS, the amendment will allow the City to create cost estimate letters and send them via email, portal or mail to the requestor, define a due deposit, and track partial payments; and the Payments Module will support the collection of online payments; and

WHEREAS, the one-time implementation fee of \$2,000.00 is being funded from account 004-904006419 and the annual maintenance cost of \$4,500.00 from account number 004-904006464.

IT IS THEREFORE ORDERED, by the City Council of Jackson, Mississippi to authorize the execution of an amendment to the Agreement between the City of Jackson, Mississippi and WebQA, Inc.

Item #:

Date:

By: Moore, Tillman

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 21, 2018
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item amends the Master Agreement with WebQA to include the GovQA Payments and Invoicing Modules and implementation using the WebQA Payment Gateway	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life		
3.	Who will be affected	Citywide	
4.	Benefits	This amendment will allow the City to create cost estimate letters and send them via email, portal or mail to the requestor, define a due deposit, and track partial payments. The Payments Module will support the collection of online payments.	
5.	Schedule (beginning date)	Upon Approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide	
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: ▪ City Department ▪ Consultant	City Council	
8.	COST	\$2,000.00 Implementation Fee \$4,500.00 Annual Maintenance Fee	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	General Fund (Technology Fund) – 004-904006419 - \$2,000.00 001-904006464 - \$4,500.00	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> AABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> WBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> HBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> NABE _____ % WAIVER yes _____ no _____ N/A <u> X </u>	

TO: Councilman Charles H. Tillman, President
Councilman Melvin Priester, Jr., Vice-President

FROM: Kristi Moore, City Clerk

DATE: March 27, 2018

RE: WebQA

The City of Jackson, Mississippi (“City”) executed an agreement with WebQA, Inc. for the installation, implementation and use of GovQA to provide an online option for the processing requests for public records.

The City entered into a Master Services Agreement with WebQA on or about November 1, 2014 to provide for use of a third-party vendor to collect online payments.

WebQA has agreed to amend the Agreement to include the GovQA Payments and Invoicing Modules and implementation using the WebQA Payment Gateway.

The amendment will allow the City to create cost estimate letters and send them via email, portal or mail to the requestor, define a due deposit, and track partial payments and the Payments Module will support the collection of online payments.

The one-time implementation fee of \$2,000.00 is being funded from account 004-904006419 and the annual maintenance cost of \$4,500.00 from account number 004-904006464.

The Office of the City Clerk recommends the execution of the amendment to the Agreement between the City of Jackson, Mississippi and WebQA, Inc.

Please call me at 601.960.2381 should you have any questions or comments.

SCHEDULE B – Extension/Request for Additional Service(s) For GovQA FOIA Applications

A. Relationship to Original Contract and Purpose:

This is a Schedule to the existing **WebQA Services Agreement** executed between WEBQA, Inc. ("WEBQA") and the city of Jackson, MS ("Customer") signed 11/1/2014 ("Original Contract"), with its current term starting 11/1/2017 and ending 10/31/2018 ("Current Contract Period"). The purpose of this Schedule is to add the new service(s) selected below.

B. Service(s) Descriptions:

Subscribed Services	
GovQA Invoicing Module	The Invoicing Module will allow you to create cost estimate letters to be sent via email, portal and mail to a requester. The Cost Estimate can define a deposit due. A Cost Estimate can easily be converted to an Invoice. The Invoice can track partial payments and we notify staff when a requester has outstanding invoices prior to staff beginning a new request. Requesters will be flagged with this information and work flow can be applied to support your business process. This module can be connected to a payment module to allow the requester to make payments online.
GovQA Payments Module	The Payments Module can be added to the Invoicing Module to support the collection of online payments. This module will be connected to the Paymentus payment gateway.

C. Payment Service Assumptions/Requirements:

- (a) Customer has online payment provider of : Paymentus
- (b) Customer online payment provider can supply hosted payment page branded for Customer
- (c) Customer online payment provider hosted payment page can accept parameters passed via URL such as amount due, reference #, etc.
- (d) Customer online payment provider hosted payment page can accept postback URL and perform a postback with confirmation information to the provided URL.
- (e) Customer online payment provider hosted payment page can return user to GovQA Portal page that launched the payment process.

D. Fees:

Fees and Software Subscription Costs		
	Implementation (One-time)	Annual Cost
GovQA Payments and Invoicing Module and Implementation using the WebQA Payment gateway as described in Sections B and C	\$2,000	\$4,500
Total (Includes all Service(s) upgrades)	\$2,000	\$4,500

E. Terms: Sync to Original Services: the Billable Term start date will be 4/1/2018 to an end date of 10/31/2018, at which point the term for these Additional Services will sync to the term of the Original Contract and all subsequent renewals. Payable 4/1/2018 will be the \$2,000 Implementation Costs and a pro-rated cost for the annual service of \$2,625.

F. Billing: All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by the start of the **Annual Billable Term**, WEBQA has the right to suspend all services. Furthermore, invoices accrue one percent per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

G. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS SCHEDULE.

Customer

By: _____
Signature: _____
Title: _____
Date: _____

WEBQA, Inc.

By: William Repole _____
Signature: _____
Title: COO _____
Date: _____

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA FOIA Applications

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the City of Jackson, a city with its principal place of business at 219 S. President Street, MS 39205 ("Customer") is made effective as of November 1, 2014 ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants Customer a non-exclusive, non-transferable, limited license to access and use the WebQA Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) WebQA is not responsible for content placed into the system; (3) that the system will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule,

Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality, to the extent allowed by law, of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.


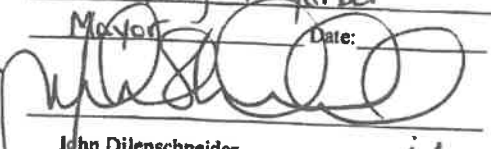
8. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Jackson, MS
Signature: 
Print Name: Tony J. Barber
Title: Mayor
Date: _____
WebQA Inc. 
Signature: _____
Print Name: John Dilenschneider
Title: CEO
Date: 11/5/14

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA FOIA Applications

SCHEDULE A

A. Service(s) Descriptions:

Subscribed Services	
GovQA FOIA Service	FOIA Request Service platform that captures all requests received via letter, website, email, fax, or walk-in. Includes the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.
GovQA FOIA Public Portal	Web Portal to capture FOIA requests and provide requestors with updates and history of previous requests.
GovQA FOIA Public Archive	Provides the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.

B. WebQA Agrees To The Following Functionality:

- (a) One-time setup of Landing Page with Icons and Links to Customer Help areas
- (b) Branded labeling of Landing Page to the look and feel of Customer website (or iframe)
- (c) One-time setup and load of 25 Answers into knowledgebase
- (d) One-time setup of Citizen Portal with branded labeling to the look and feel of Customer website (or iframe)
- (e) One-time setup of one request type related to Freedom of Information Inquiries
- (f) Forms and Letter templates: Up to 10 custom letter templates
- (g) Future Branding to Customer Website is included once per billable term. Otherwise branding is billed at \$95/hr.
- (h) Special Implementation Action (Integrations, etc.): None at this time

C. Customer Agrees To:

- (a) Hold an implementation kickoff meeting with WebQA 15 days after contract signing.
- (b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

D. Training and Ongoing Support:

- (a) One Online Administrator training
- (b) Two Online training session for all users
- (c) Ongoing support through system videos and knowledgebase
- (d) Periodic webinars to train and update customers on new features
- (e) Optional additional hours of online end-user training at \$125/hr
- (f) Optional days of On-Site Training (\$1,800 per day plus expenses)
- (g) Customer will log ALL ISSUES into WEBQA SUPPORT PORTAL at www.supportqa.com to receive service.

E. Fees:

Software Subscription Costs		
Software License(s)	Monthly Cost	Annual Cost
GovQA FOIA Services as Described in Section A – Unlimited Users	\$995	\$11,940
Total (Includes all Service(s) upgrades)	\$995	\$11,940

One Time Implementation Costs	
GovQA FOIA Implementation Services as Described in Section B	\$7,500
Total	\$7,500

Data: Customer data is owned by customer. 30 GB storage free; additional 10GB is \$20/mo

F. Terms:

Billable Term Starting: November 1, 2014 Ending: October 31, 2017. Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Annual increases within original term will not exceed more than three percent. Renewal terms will not increase by more than eight percent.

G. Billing:

All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the Billable Term, WebQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

H. Remittance:

All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

WEBOA MASTER SERVICE(S) AGREEMENT
For GovQA FOIA Applications

I. Contacts:

Organization Name: _____
Main Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

Billing Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____



900 S. Frontage Rd. Suite 110
 Woodridge, IL 60517
 Phone: (630)-985-1300
 Fax: (630)-985-1310

SCHEDULE B – Additional Service(s)

Relationship to the Original Contract and Purpose: This is an addendum to the existing **WebQA Master Services Agreement** executed between WEBQA, Inc. ("WEBQA") and the City of Jackson, MS ("Customer") signed 11/05/2014 with its current term starting 11/1/2014 and ending 10/31/2017 ("Current Contract Period"). The purpose of this Addendum is to add the new service(s) described below.

A. Service(s): Customer Subscribes to Service(s):

Subscribed Services	
GovQA Redaction Licenses	The Integrated GovQA Redaction Module allows for redaction to occur on documents within the GovQA system. Features include: Text Search, Pattern Matching, Redact Similar, and Redaction Exemption Reasons.

B. WebQA Implementation Services:

- (a) One-time load of 20 Redaction Exemption Reasons into the tool

C. WebQA Training and Ongoing Support:

- (a) One Online Administrator training
- (b) Periodic webinars to train and update customers on new features
- (c) **NOTE:** Customer will log ALL ISSUES, into WEBQA SUPPORT PORTAL at www.supportqa.com to receive customer service.

E. Fees:

Redaction License Fees			
Software License(s)	Quantity	Monthly Fee	Annual Cost
GovQA Redaction Licenses	3	\$75	\$900

F. Terms:

Contract Term Starting: November 1, 2015 Ending: October 31, 2017 Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WebQA in writing of its intension not to extend the term at least sixty (60) days prior to the expiration of the current end date. Annual increases within the original term will not exceed more than three percent. Renewal terms will not increase by more than eight percent.

G. Billing:

All fees are exclusive of taxes, billed on an annual basis at the time of contract signing, and due 45 days after receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received 45 days after receipt of invoice, WebQA has the right to suspend all services.

H. Remittance:

All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS ADDENDUM.

Customer

WebQA, Inc.

By: Tony J. Yarber
 Signature: [Signature]
 Title: Mayor
 Date: _____

By: William Repole
 Signature: [Signature]
 Title: COO/CPO
 Date: 11/4/16

ORDER OF THE CITY COUNCIL OF JACKSON, MS AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CENTRAL AUCTION HOUSE D/B/A CENTRAL BIDDING FOR THE CITY OF JACKSON'S ELECTRONIC BIDDING SERVICES.

WHEREAS, House Bill 1106 amended Miss. Code Ann. 31-7-13(c)(v) to require municipalities to provide a secure electronic interactive system for the submittal of bids requiring a competitive bid process for those bidders who choose to submit their bids electronically; and

WHEREAS, the only exception to this amendment is for local governmental entities who are currently without available high-speed internet access and counties having a population of less than twenty thousand and municipalities having a population of less than ten thousand; and

WHEREAS, in an effort to comply with these provisions, the Department of Finance and Administration issued RFP No. 4029 for the acquisition of Reverse Auction and Electronic Bidding Services in September 2017, with an award to five vendors for Electronic Bidding Services; and

WHEREAS, the City of Jackson ("City") has chosen to enter into a 12-month service agreement with Central Auction House d/b/a Central Bidding; and

WHEREAS, the City reserves the right to terminate or modify this agreement upon providing a 30-day written notice of intent to Central Auction House d/b/a Central Bidding; and

WHEREAS, there will be no cost to the City of Jackson to execute this agreement, rather, the vendors who use the service will be required to pay Central Bidding directly for using the service; and

WHEREAS, this service will be used by all City of Jackson departments for the purchase of commodities and equipment, and

WHEREAS, Central Bidding is an authorized vendor approved by the State of Mississippi.

IT IS, THEREFORE, ORDERED by the City Council authorizing the execution of an agreement, and all other necessary documents, for a contract with Central Bidding to provide electronic bidding for a period of twelve months.

IT IS FURTHER ORDERED that payment for said electronic bidding services be made by the various vendors participating in the process.

Item #: 44

Date: March 27, 2018

By: Moore, Tillman

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 21, 2018
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	House Bill 1106 amended Miss. Code Ann. 31-7-13(c)(v) to require municipalities to provide a secure electronic interactive system for the submittal of bids requiring a competitive bid process for those bidders who choose to submit their bids electronically.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	
3.	Who will be affected	Citywide
4.	Benefits	
5.	Schedule (beginning date)	Upon Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant	City Council
8.	COST	There will be no cost to the City of Jackson.
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	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>



TO: Councilman Charles H. Tillman, President
Councilman Melvin Priester, Jr., Vice-President

FROM: Kristi Moore, City Clerk

DATE: March 27, 2018

RE: Electronic Bidding

House Bill 1106 amended Miss. Code Ann. 31-7-13(c)(v) to require municipalities to provide a secure electronic interactive system for the submittal of bids requiring a competitive bid process for those bidders who choose to submit their bids electronically.

The only exception to this amendment is for local governmental entities who are currently without available high-speed internet access and counties having a population of less than twenty thousand and municipalities having a population of less than ten thousand.

In an effort to comply with these provisions, the Department of Finance and Administration issued RFP No. 4029 for the acquisition of Reverse Auction and Electronic Bidding Services in September 2017, with an award to five vendors for Electronic Bidding Services. Central Bidding is one of the five vendors approved by the State of Mississippi.

The City of Jackson (“City”) has chosen to enter into a 12-month service agreement with Central Auction House d/b/a Central Bidding. The City reserves the right to terminate or modify this agreement upon providing a 30-day written notice of intent to Central Auction House d/b/a Central Bidding.

This service will be used by all City of Jackson departments for the purchase of commodities and equipment. There will be no cost to the City of Jackson to execute this agreement, rather, the vendors who use the service will be required to pay Central Bidding directly for using the service.

The Office of the City Clerk recommends authorizing the execution of an agreement, and all other necessary documents, for a contract with Central Bidding to provide electronic bidding services for the City of Jackson for a period of twelve months.

Please call me at 601.960.2381 should you have any questions or comments.

Memorandum

To: Local Governmental Entities in Mississippi
From: Craig P. Orgeron, Ph. D.
Date: December 28, 2017 (*revised January 5, 2018*)
Re: Instructions for Use for Electronic Bidding Services (RFP No. 4029)

Introduction to RFP No. 4029

ITS, on behalf of the Mississippi Department of Finance and Administration (DFA), issued RFP No. 4029 for the acquisition of Reverse Auction and Electronic Bidding Services in September 2017, with an award to five vendors for Electronic Bidding Services published on December 18, 2017. All 5 awarded vendors have signed Agreements (i.e., contracted vendors) to be able to offer electronic bidding services through this award:

- Central Auction House dba Central Bidding
- EASiBuy, LLC
- eSolutionsGroup Limited
- FedBid, Inc.
- Quest Construction Data Network, LLC

This multi-award, and the resulting contracts, meets or exceeds the requirements for procuring services by local governmental entities in Mississippi, when used as directed in this Instructions for Use Memorandum.

RFP No. 4029 was issued to provide local governmental entities in Mississippi with an option for implementation of the requirements in House Bills 1106 and 1109 from the 2017 Regular Session of the Mississippi Legislature. An award for Reverse Auction Services has not been made.

Background for Electronic Bidding Services

House Bill 1106 revised Mississippi Code Section 31-7-13(c)(v) and requires local governmental entities to provide a “secure electronic interactive system for the submittal of bids requiring competitive bidding that shall be an additional bidding option for those bidders who choose to submit their bids electronically.” The only exceptions to this requirement are for local governmental entities who are currently without available high-speed internet access and counties having a population of less than twenty thousand and municipalities having a population of less than ten thousand.

The requirement for the receipt of electronic bids is effective January 1, 2018, and is applicable to procurements governed by Mississippi Code Section 31-7-13.

“Local Governmental Entities” as used herein means governing authorities as defined by Mississippi Code Section 31-7-1(b).

Scope

The use of this award for Electronic Bidding Services is optional for local governmental entities in Mississippi. Local governmental entities using this award are not required to exclusively select a single contracted vendor (i.e., may use any or all contracted vendors for any period of time). Local governmental entities using this award will not be required to select a contracted vendor for any minimum period of time (i.e., may use any or all contracted vendors for any period of time).

The services provided through this award are limited to the provision of electronic bidding services. Contracted vendors cannot offer services for roles or work traditionally performed by public servants through this award, including but not limited to solicitation preparation, requirements/specifications development, specifications research/development, prequalification of bidding vendors/suppliers, and follow-on services (i.e., services performed after the electronic bid is awarded).

Contracted vendors must offer electronic bidding services for procurements valued at \$50,000.01 and above.

Master Contract Effective Dates

Master Software as a Service Agreements have been executed with the 5 awarded vendors. The initial 2-year term of the Agreements expires on December 21, 2019. Contracted vendors are not allowed to require signature of any other contract documents with local governmental entities choosing to use this award.

The State reserved the right for local governmental entities to require contracted vendors to sign addendums to the Master Agreement, when additional terms and conditions are required by federal partners or for other funding agents. Any additional terms and conditions required by the local governmental entity should be executed prior to beginning use of the service.

The terms and conditions of the Master Software as a Service Agreement are included in this Memorandum. Copies of the signed Agreements are available through the MAGIC/Transparency website (URL: <https://www.msegov.com/dfa/transparency/contracts/contracts.aspx>), or by contacting Lynn Ainsworth, ITS, at (601) 432-8150 or Lynn.Ainsworth@its.ms.gov.

Who May Use

The use of this award for Electronic Bidding Services is optional for local governmental entities in Mississippi.

Mississippi state agencies cannot use this award. State agencies must use the State’s Enterprise Resource Planning System, MAGIC, administered through DFA, for electronic bidding.

Dollar Limitations of Use

Fees to use the electronic bidding services are paid by the bidding vendors/suppliers choosing to use the service to submit their bids. There are no fees charged to the local governmental entities using the services.

How to Use this Award

The contracted vendor pool for Electronic Bidding Services intentionally offers multiple options in order to best accommodate the unknowns regarding volume of use across all local governmental entities in Mississippi and the differences among contracted vendors in how the electronic bidding services are delivered. DFA encourages your feedback when using this award.

Local governmental entities are encouraged to critically review the fee schedule below when making the decision to engage one of the contracted vendors. Because the fee structures provided by the contracted vendors varies so greatly, DFA encourages local governmental entities to contact several of the vendors to discuss their services and the basis of their fee before selecting one for use.

Vendor Contact and Fee Information

Contact and fee information for each of the contracted vendors is included below.

Contracted Vendor	Contact Name	Contact Information
Central Auction House dba Central Bidding	Ted Fleming	(225) 810-4814 ted@centralbidding.com
EASiBuy, LLC	Scott Patterson	(330) 931-4686 scott@eauctionservices.com
eSolutionsGroup Limited	Alison Carden	(519) 884-3352 acarden@esolutionsgroup.ca
FedBid, Inc.	Kevin Leboff	(571) 241-7366 Kevin.Leboff@FedBid.com
Quest Construction Data Network, LLC	Bill Pinegar	(952) 233-1632 bpinegar@questcdn.com

Contracted Vendor	Fees to Bidding Vendors/Suppliers	
	Description	Fee
Central Auction House dba Central Bidding	Fee per download of bid documents (vs supplier/vendor downloading directly from local governmental entity)	\$49.99
	Six-month subscription to download an unlimited number of bid documents	\$499.99
	Annual subscription to download an unlimited number of bid documents	\$699.99

Contracted Vendor	Fees to Bidding Vendors/Suppliers	
	Description	Fee
EASiBuy, LLC	Transaction fee from awarded vendor/supplier when awarded vendor/supplier submitted bid electronically (vs awarded vendor/supplier having submitted via paper directly to local governmental entity)	3% of awarded bid amount
eSolutionsGroup Limited	Fee per bid submitted electronically (vs vendor/supplier having submitted via paper directly to local governmental entity)	\$45.00
	Annual subscription to submit an unlimited number of bids electronically	\$165.00
FedBid, Inc.	Cost invoiced to awarded vendor/supplier when awarded vendor/supplier submitted bid electronically (vs awarded vendor/supplier having submitted via paper directly to local governmental entity)	4% of winning bid amount not to exceed \$30,000.00
Quest Construction Data Network, LLC	Cost per electronic bid successfully submitted prior to time of bid closing	\$25.00

What Goes in Your Purchase/Audit File for Use of Electronic Bidding Services

A copy of this Memorandum, along with notes made in the selection of a contracted vendor. Refer to the How to Use This Award section above.

How to Use Electronic Bidding Services

How-To-Get-Started Guides for each of the contracted vendors are included in this Memorandum.

Local governmental entities using this award should download the results of each bid as soon as it is completed, such that the download is maintained as documentation of the procurement activities in accordance with the Mississippi Procurement Manual (published at this URL:

<http://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/purchasing-and-travel/procurement-manual/>) and any additional policies specific to the local entity.

Local governmental entities are reminded that bidding vendors/suppliers may not be required to submit bids electronically, pursuant to Mississippi Code Section 31-7-13(c)(v). We have made each contracted vendor aware of this condition. Should the winning low bid be a paper submission, no fee may be assessed against that bidding vendor/supplier. If both paper and electronic bids are received, a separate bid tabulation should be made in addition to the report generated by the Electronic Bidding Services provider to reflect all bids.

At no additional charge, each contracted vendor offers training to both local governmental entities and bidding vendors/suppliers. Additionally, each contracted vendor has the capability to “onboard” your current bidding vendors/suppliers who may wish to utilize these services when bidding. Please refer to the contracted vendors’ How-To-Get-Started Guides for additional information.

To Report Problems or Request Assistance

To report problems or to request assistance in the use of this award, please contact:

- Ross Campbell, Director of DFA OPTFM, at (601) 359-2004 or Ross.Campbell@dfa.ms.gov
- Lynn Ainsworth, ITS, at (601) 432-8150 or Lynn.Ainsworth@its.ms.gov

Copies of this document are available on the Internet at: <http://www.dfa.ms.gov/pprb/>.

How-to-Get-Started Guide: Central Auction House dba Central Bidding



CENTRAL BIDDING

FROM CENTRAL AUCTION HOUSE

HOW TO GET STARTED GUIDE FOR MISSISSIPPI VENDORS USING RFP #4209

Central Bidding works to assure all local governmental agencies are provided the tools for success when using our electronic bidding and reverse auction services. We believe this begins with a proper introduction to our services as well as in-depth, pertinent and onsite training when a local governmental agency is ready to begin using our services.

Central Bidding begins by setting up a web page for each local governmental agency within the Central Bidding Web Site. To set up the individual web page for each local governmental agency, the local governmental agency can call or email Finley Ward, Central Bidding Sales Representative for Mississippi (225) 333-9572, finley@centralbidding.com. The information Finley will require include the following:

1. Name of the local governmental agency (as you want it to appear on your web page)
2. Logo or likeness of the local governmental agency (as you want it to appear on your web page)
3. Contact name for person responsible for the local governmental agency (main contact for electronic bidding and reverse auction services).
4. Email address for the person responsible for the local governmental agency (main contact for electronic bidding and reverse auction services).
5. Phone number for the person responsible for the local governmental agency (main contact for electronic bidding and reverse auction services).
6. Physical address for the person responsible for the local governmental agency (main contact for electronic bidding and reverse auction services).

Once the web page for the local governmental agency is completed, Central Bidding is ready to set up training with the local governmental agency. This can be set up by calling or emailing Finley Ward, Central Bidding Sales Representative for Mississippi (225) 333-9572, finley@centralbidding.com. Central Bidding suggests onsite, in person training for each local governmental agency at the time when the local governmental agency is prepared to use the specific service. It is rare when an agency will be ready to upload an electronic bid and a reverse auction at the same time, so it is the suggestion of Central Bidding to schedule training sessions specific to each service at the time when the local governmental agency is ready to use that service. Training typically requires 30 to 45 minutes. Training requires access to the internet (Wi-Fi or an internet connected device).

Central Bidding will also set up credentials for as many users as requested by the local governmental agency. This is discussed at the time of the first training session. Users can be added and deleted at the direction of the local governmental agency.

Note regarding heading above: The RFP reference should be 4029 (rather than 4209).

How-to-Get-Started Guide: EASiBuy, LLC

ONBOARDING WITH EASIBUY

- 1) Submit your (ITS templated) order form via email to support@eauctionservices.com. Once submitted, an EASiBuy representative will contact you.
- 2) Establish your Users. You will be provided with a template document wherein you will specify two types of users: a) **Admin** – Have “edit” access to all events for your organization; and b) **Basic** – Can access any event where an “admin” user has configured them as a member.
- 3) EASiBuy will establish your users in the system and schedule a kick-off call to review the basics.
- 4) On this kick-off call, you will cover: a) Knowledge Base access; b) Help desk ticket system; c) Available support packages; and d) System basics
- 5) Once you have started using the system, EASiBuy remains available for many levels of support engagement. A representative is always happy to assist you.

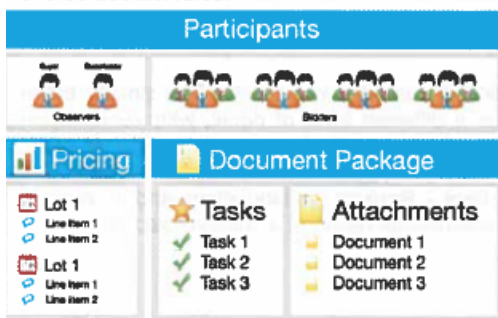
SOFTWARE OVERVIEW

This guide will introduce the concepts used throughout the software. We recommend reading this overview completely prior to diving in and using the software.

Please note: The terminology we use throughout this guide is appropriate for a reverse auction. The software is capable of running forward auctions as well. In these cases, the auction originator and bidder roles are reversed. Therefore, in a **Reverse Auction**, the Originator is known as the Buyer, while the Bidder is the Seller. For a **Forward Auction**, the Originator would be the Seller, with Bidders as Buyers.

EVENTS

Events are the container for everything that happens during the sourcing process. They provide a mechanism for managing who will participate in the process, publishing documents and receiving responses, and collecting pricing in reverse auction format, as well as electronic price collection without reverse auction rules.



Here, we see a visual representation of all the components within an event. Let's take a closer look:

PARTICIPANTS

Participants are the people who will interact with the software throughout the sourcing event. What a participant sees is determined by what role they will play in the sourcing event.

Bidders review and respond to document packages and place bids.

Editors are Buyer staff who have the ability to make changes to the event.

Observers are Buyer staff who have read-only access to an event.

As you progress through the sourcing event, participants will move through "stages". These stages are used to control bidder access to document packages and the price submission interface.

DOCUMENT PACKAGES

Document packages provide a means for buyers to publish information and files, and for bidders to respond by completing tasks and uploading files. An important aspect of document packages is their access level. Access to document packages can be limited to participants of a particular stage. This allows you to progressively release documents to groups of bidders as they pass through from stage to stage.

Bidders interact with document packages by completing tasks and uploading attachments. Observers are able to see bidder responses, and editors are able to "flag" tasks that are not compliant. These flagged items will be reflected on the bidder's interface, indicating to them that they need to address deficiencies.

LOTS & LINE ITEMS

Line items are the things you intend to purchase, which are organized into lots. You create lots and line items either through the web interface, or by uploading them using an auction layout spreadsheet.

When bidders submit pricing, they log in to the bidding interface, and select a lot. From there, they can submit prices on individual line items, or they can upload a spreadsheet with all their bids at once. The bids placed are validated against the auction rules, and bidders receive feedback in real time.

REVERSE AUCTIONS & ELECTRONIC BIDDING EVENTS

During the eProcurement, buyers use the observer interface to monitor the bid. This interface provides a means to monitor and control a procurement. From this screen, buyers are able to pause the event, see which bidders are logged in, and monitor the time remaining.

Bidder Overview - Sums all baseline and bid information for each bidder, displaying overall rank, bid, and savings information.

Line Item Overview - Shows the 1st place bid for each line item, with bid and savings information.

Line Item Detail - Details information for a specific line item, including each bidder, bid amount, and savings information.

Together, these views provide a comprehensive, live-updated view into auction performance.

REPORTING

Reports provide information about auction activity and bidding results. Once the bid has closed, buyers can run reports in several formats. Each format provides a different level of detail, with some reports focused on statistical auction performance, and others focused on providing a comparison of pricing submitted by suppliers: a) **Event** – Overview providing auction activity information; b) **Lot** – Ranked bid tabs with audit log of all bids placed in an event; c) **Line Item** – Ranked bid tabulations and an audit log for a specific line item; and d) **Bidder** – Comprehensive, side-by-side report of all bidders and all lines.

RECAP / Sample Sourcing Event Workflow



How-to-Get-Started Guide: eSolutionsGroup Limited

APPENDIX A – HOW TO USE THIS CONTRACT

Local Government Entities can utilize the 4029 Contract to implement an Electronic Bidding Solution, including all professional services.

How to Use this Contract

1. Complete the online request form: <https://esolutions.formbuilder.ca/State-Contract>
2. An invitation to attend a 20 minute webinar specifically for the Mississippi entities and how to participate, proposed solution, pricing options and implementation plan and services will be reviewed.
3. Upon signed agreement, eSolutions will start the project with the local government within two weeks.

Note regarding item 3 above: The State has already signed a Master Software As A Service Agreement; therefore, each local governmental entity using the electronic bidding services of eSolutionsGroup does not need to sign an additional agreement.

FedBid *An Acquisition Tool*

How to Get Started as a Buyer

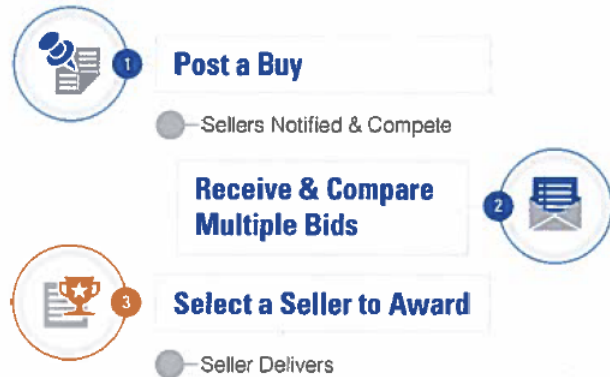
1. Register predetermined users.
2. Send FedBid your organizational buy terms.
3. Schedule training with FedBid representatives to learn how to use the marketplace and what solicitation types work best.
4. Pilot the marketplace.

How it Works

Choice: Buyers use a simple and efficient Internet-based interface to enter the requirements of what they want to buy.

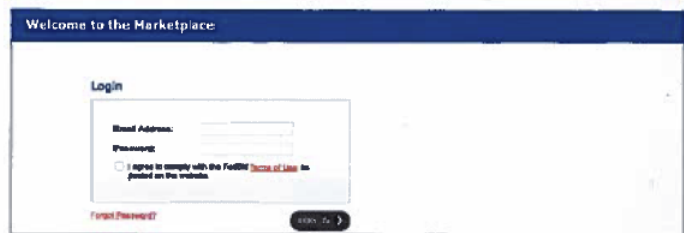
Competition: FedBid manages the sourcing process among qualified Sellers.

Control: Buyers award to the Seller of their choice.



How to Post a Buy

Login to the Marketplace



Create a New Buy: Complete 6 quick and easy sections in the Create Buy process to post your buy; Start Buy, Select Category, Line Items, Buy Terms, Additional Info and Confirm Buy.

Start Buy: First, complete the Start Buy section, then Click 'Continue'.

SECTION 1: START BUY



Select Category: Choose a product or service category that best fits your purchase.

SECTION 2: SELECT CATEGORY

Line Item(s): Enter a Line Item description detailing exactly what you are asking for.

SECTION 3: LINE ITEMS

Buy Terms: Buy Terms are automatically populated. You can also add, activate, deactivate or reorder Buy Terms.

SECTION 4: BUY TERMS

Additional Info: Fill out additional information such as, the Target Price, Bid Decrement, Suggested Seller(s), Shipping Information and Attachments.

SECTION 5: ADDITIONAL INFO

Confirm Buy: Review all buy information for accuracy and if necessary, return to previous sections for editing. Once confirmed, post the buy.

SECTION 6: CONFIRM BUY

Buy Description:	14999
Internal Description:	14999
Substitution Key:	786485
Non-Accept Requirements:	No Site Access Requirement
Start Date:	10/08/2017
End Date:	12/08/17
Seller Question Deadline:	No Seller Question Deadline Bid - None
Purchase Description:	Brand Name or Model
Contract Vehicle:	Open Market
Award Type:	Purchase Order, Delivery Order, or Purchase Contract
Bidder Community:	FedBid Connected Bidder Community

Completing a Solicitation

Once your buy has been posted, FedBid's team sources suppliers to provide competition on the buy. When the buy closes, simply review the documented bids and choose a supplier to award to.



Getting started with QuestCDN's VirtuBid service

Starting with QuestCDN is very simple to accomplish choosing one of the following 3 options:

1. Using QuestCDN's web contact form:
 - a. Go to www.QuestCDN.com
 - b. Click on "Contact" option
 - c. Fill out the Contact Information part of the form
 - d. Select "Other"
 - e. In the Message section request Client Engagement/Support contact you to assist in getting started using VirtuBid in Mississippi.
2. Using your email
 - a. Simply send an email to info@questcdn.com including the following information
 - i. Your contact information – Name, email address, phone number
 - ii. Request Client Engagement/Support contact you regarding getting started using VirtuBid in Mississippi.
3. Call QuestCDN
 - a. Contact Quest Client Engagement and Support at 952-233-1632 and speak to one of our customer service folks. Request assistance in getting started using VirtuBid in Mississippi.

Quest Client Engagement and Support will guide you through the entire process. We have assisted 100's of cities, counties and other government agencies in "Getting Started". We know from experience that each client is unique, and we will customize our assistance based on your needs.

Terms and Conditions from Master Software As A Service Agreement

**PROJECT NUMBER 43766
MASTER SOFTWARE AS A SERVICE AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
LOCAL GOVERNMENTAL ENTITIES OF THE STATE OF MISSISSIPPI**

This Master Software as a Service Agreement (hereinafter referred to as "Master Agreement") is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal offices at INSERT VENDOR STREET ADDRESS (hereinafter referred to as "Contractor") and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the local governmental entities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") Number 4029 requested proposals in order to assemble a list of approved contractors who may provide a Software as a Service ("SaaS") solution for reverse auctions and/or electronic bidding services; and

WHEREAS, the Contractor was one of the successful respondents in an open, fair and competitive procurement process to provide electronic bidding services; and

WHEREAS, ITS and Contractor desire to enter into this Master Agreement which contains the terms and conditions which will govern any orders placed by the local governmental entities within the state of Mississippi for electronic bidding services;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect for two (2) years thereafter, or until all warranties provided by Contractor to Customer have expired, whichever occurs last ("Initial Term"). At the end of the Initial Term, the Master Agreement may, upon the written agreement of ITS and Contractor, be renewed for three (3) additional one (1) year terms. Contractor will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel this Master Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 "Active User" means vendors submitting proposals for a particular RFP, Customer employees and any third party consultants or outsourcers engaged by Customer who are actively participating on the system in any given month of operation and who shall be bound to the terms and conditions of this Master Agreement.

2.2 “Application(s)” or “SaaS Application(s)” means those Contractor software application programs which are made accessible for Active Users to use under the terms of this Master Agreement.

2.3 “Available Date” means the date upon which Contractor notifies Customer that the Applications may be accessed on the Contractor’s SaaS server and Customer may begin acceptance testing.

2.4 “Cloud Services” or “SaaS Services” means those services related to Contractor’s private cloud environment provided to Customer, including but not limited to, infrastructure, equipment, bandwidth, server monitoring, backup services, disaster recovery services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto.

2.5 “Content” means any data provided by or through Active Users into the Services.

2.6 “Contractor” means INSERT VENDOR NAME, and its successors and assigns.

2.7 “Customer” means, in each instance, the local governmental entity of the state of Mississippi who engages Contractor to perform reverse auctions and/or electronic bidding services pursuant to this Master Agreement.

2.8 “Documentation” means the user and technical manuals and documentation published by Contractor relating to the use of the Services or Applications; the help files included within the Applications, and any files containing presentation materials or manuals or other related materials to train and educate Customer and the Active Users on the use of the Applications.

2.9 “Initial Term” means the two (2) year term of Services as indicated in Article 1.

2.10 “Order Form” means the document pursuant to which, among other things, Customer orders the Services from Contractor.

2.11 “Services” means any Cloud Services, on-line user access, customizations, interface development, consulting, education, SaaS installation, system administration, training, maintenance, support, and Help Desk services provided by Contractor to Customer.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Master Agreement and pertinent Order Forms in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 4 INCLUDED PARTIES AND PRICING

Contractor will accept orders from and furnish the Services under this Master Agreement to any local governmental entity within Mississippi. Pricing will be based on Contractor’s pricing submitted in its proposal in response to RFP No. 4029 and attached hereto as Exhibit A. Contractor guarantees the pricing in the attached Exhibit A for the Initial Term.

ARTICLE 5 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 4029 and Contractor’s Proposal in response thereto, which are both incorporated into and made a part of this Master Agreement.

ARTICLE 6 ORDERS

6.1 The State does not make any guarantee as to volume of Services procured or dollars to be spent under this Master Agreement.

6.2 When a Customer decides to procure any Services from Contractor, the Customer shall follow ITS' then-current, published instructions for use memorandum and applicable laws and shall submit an Order Form to Contractor to request the particular Services to be procured. All Order Forms shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any subsequent documents provided by Contractor or its subcontractors to Customer. The parties agree that the Customer has the right to adjust the quantities of Services procured based upon the availability of funding or as determined necessary by the Customer.

6.3 Contractor acknowledges and agrees that state agencies within Mississippi can NOT use this Master Agreement. Additionally, Contractor further acknowledges and agrees that this Master Agreement can only be used for reverse auction and/or electronic bidding services and not for any other purpose.

ARTICLE 7 METHOD AND TIME OF PAYMENT

The parties agree that the Bidding Vendors/Suppliers who elect to use Contractor's electronic bidding services shall remit payment for same to Contractor as specified in the attached Exhibit A.

ARTICLE 8 DELIVERY AND ACCEPTANCE

8.1 Contractor shall make available the Software and Documentation to the Contractor's hosting environment pursuant to the delivery schedule mutually agreed to by the parties.

8.2 Unless a different acceptance period is agreed upon by Contractor and Customer, the Customer shall have ten (10) business days after the Available Date to evaluate and test the Services to confirm that they perform without any defects and perform in accordance with RFP No. 4029, Contractor's Proposal in response thereto, and Contractor's user Documentation. Customer shall immediately thereafter notify Contractor in writing of any defects in the Software or Services which must be corrected prior to payment being made. Thereafter, Contractor shall have ten (10) business days or such other time period as may be agreed upon by the parties, in which to either repair or replace the defective Software or re-perform the Services, all at Contractor's expense. In the event Contractor is unable to repair the defect within this ten (10) day period, Customer may terminate its Order Form pursuant to the Termination Article herein.

ARTICLE 9 SCOPE OF SERVICES

9.1 The Contractor agrees to provide Customer a SaaS based reverse auction and/or electronic bidding system as described in this Master Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 9.2 below.

9.2 Contractor shall be responsible for the following:

- A. Ensuring that all deliverables are complete and accepted by Customer pursuant to a mutually agreed upon project work plan;
- B. Tracking date sensitive items to ensure timely updates;
- C. Acknowledging that the Content is and shall remain the sole and exclusive property of Customer. Upon the termination or expiration of Customer's Order Form or this Master Agreement,

Contractor shall provide such Content in its possession to Customer pursuant to a mutually agreed upon release schedule and in a format acceptable to Customer;

- D. Working with Customer to achieve access rates that meet Customer's needs;
- E. Providing security for the site that is agreeable to Customer with Contractor responsible for all necessary equipment and software related to security;
- F. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Master Agreement, including but not limited to, those in Article 10.4;
- G. Completing daily backups of the site;
- H. Notifying Customer at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- I. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Contractor's expense;
- J. Participating with Customer in disaster recovery planning and testing based on a mutually agreed upon schedule;
- K. Maintaining the confidentiality of the information entered;
- L. Providing access to all of the technical information concerning operation of the system, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- M. Identifying any commercially available software, by vendor and version number, integrated into the Applications and describing the particular functionality of any software that is proprietary to the Contractor;
- N. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the Initial Term not increasing annually beyond three percent (3%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- O. Providing 24x7x365 support of the site;
- P. Providing redundant internet connections;
- Q. Providing Transport Layer Security ("TLS") secure server support;
- R. Maintaining sufficient bandwidth and server capacity to meet Customer's needs and Active Users' demand as it may fluctuate and increase during the term of this Master Agreement, and;
- S. Ensuring that all Customer data remains within the continental United States;
- T. Partitioning Customer's data from other customer data so Customer's access is not impaired due to e-discovery, seizure, or the like, and
- U. Ensuring that upon termination or expiration of the Order Form or this Master Agreement that transition from the Contractor to Customer or to a successor host will be accomplished at no cost to Customer.

9.3 In the event Contractor creates any revisions to or upgrades of the system, Contractor shall provide thirty (30) days written notification of such revision or upgrade, and shall, upon request of Customer, furnish such revision or upgrade to Customer free of charge as part of the SaaS fees.

ARTICLE 10 SCOPE OF LICENSE AND RIGHT TO USE

10.1 Subject to the terms and conditions of this Master Agreement, Contractor hereby grants to Customer a non-exclusive and non-transferable license to access the Applications over the Internet and to use it for Customer's business operations and use it on the Contractor's host server for the term specified in the Order Form and any subsequent renewal terms in accordance with, and subject to, the terms and conditions set forth in this Master Agreement. Customer and Active Users are granted access to the Applications and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs.

10.2 Contractor will provide Customer storage space on and access to Contractor's Applications via the Internet and provide Internet access to the Applications and Cloud Services to the Active Users through Contractor's site ("SaaS Services").

10.3 In connection with the SaaS Services, Contractor will provide and maintain all Applications and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Services.

10.4 The Applications and Services will be accessible at least ninety-nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the SaaS Services due to causes beyond the control of Contractor. In the event that Customer or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Contractor, the State reserves the right to terminate the Order Form and/or this Master Agreement. Contractor shall maintain the server at a secured location with restricted access.

10.5 Contractor shall provide the Customer with its standard managed firewall service, which shall enable secure delivery of Contractor's Services using fully redundant hardware-based firewalls. Contractor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

10.6 The use of the Services by Active Users will be governed solely by the terms and conditions of this Master Agreement.

10.7 Customer acknowledges that Contractor retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

ARTICLE 11 DATA SECURITY

11.1 As part of the Services, Contractor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Content. Contractor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Master Agreement.

11.2 Prior to initiation of the Services under this Master Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Contractor as a result of provision of the Services.

11.3 Contractor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Contractor's private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Contractor's private cloud is located shall undergo pertinent security

examinations. Management access to Contractor's private cloud shall be limited to Contractor's authorized support staff and Customer's authorized staff. The Applications shall provide Customer with the ability to configure application security and logical access per Customer's business processes. In the event Customer identifies a security issue, Customer will notify Contractor.

11.4 At a minimum, Contractor's safeguards for the protection of protected health information ("PHI") and personally identifiable information ("PII"), if any, shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Contractor or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's employees. Any and all subcontractors shall adhere to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

11.5 Contractor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Contractor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Master Agreement. Customer may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which Customer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

11.6 At any time during the term of the applicable Order Form or this Master Agreement at Customer's request or upon the termination or expiration of the Order Form or this Master Agreement for any reason, Contractor shall promptly return to Customer all copies, whether in written, electronic or other form or media, of PHI and PII in its possession, or securely dispose of all such copies, and certify in writing to Customer that such has been returned to Customer or disposed of securely. Contractor shall comply with all reasonable directions provided by Customer with respect to the return or disposal of PHI and PII.

11.7 Upon Customer's request, to confirm Contractor's compliance with this Master Agreement, as well as any applicable laws, regulations and industry standards, Contractor grants Customer or, upon Customer's election, a third party on Customer's behalf, permission to perform an assessment, audit, examination or review of all controls in Contractor's physical and/or technical environment in relation to all PHI or PII being handled and/or services being provided to Customer pursuant to this Master Agreement. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PHI or PII for pursuant to this Master Agreement.

11.8 It is understood and agreed that at least once per year, Contractor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Master Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Contractor shall make the reports available to Customer for review. Any

exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Contractor's management and resolved, at Contractor's sole expense, within thirty (30) calendar days of the audit.

ARTICLE 12 WARRANTIES

12.1 Contractor represents and warrants that it has the right to license the Applications provided under this Master Agreement.

12.2 Contractor represents and warrants that the Services provided by Contractor shall meet or exceed the minimum specifications set forth in RFP No. 4029 and Contractor's Proposal, as accepted by ITS, in response thereto.

12.3 During the term of this Master Agreement, the Contractor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty, Contractor shall perform the Services again, at no cost to the State, or if Contractor is unable to perform the Services as warranted, the State reserves the right to terminate the Order Form and/or this Master Agreement.

12.4 Contractor represents and warrants that the Application shall not contain a disabling code, lockup program or device. Contractor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Customer's or Active User's licensed use of the Applications and/or which would restrict Customer from accessing its data files or in any way interfere with the transaction of Customer's business. For any breach of this warranty, Contractor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

12.5 Contractor represents and warrants that it has tested and will test (not less than on a daily basis) the Applications using commercially reasonable methods to ensure that the Applications provided to Customer do not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including but not limited to, viruses, trojan horses, or worms) that are designed to, or would enable Contractor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Contractor's system, or any other associated software, firmware, hardware, computer system or network, including Customer's applications and Content. For any breach of this warranty, Contractor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Contractor's expense, any and all damage done by the virus or such to Customer's applications and Content.

12.6 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such

verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Master Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ARTICLE 13 INFRINGEMENT INDEMNIFICATION

13.1 Contractor represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to Customer under this Master Agreement nor their use by Customer will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or Customer which involve the Applications, Services or other items provided under this Master Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against Customer provided that: (a) Customer notifies Contractor in writing of any such claim of which it has knowledge; (b) Contractor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) Customer cooperates in the defense of the claim by supplying Contractor all relevant information currently available and in its possession, all at Contractor's expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Contractor. Further, in no event shall Contractor compromise or settle any such actions or negotiations without the prior written consent of Customer if such compromise or settlement would create an obligation or liability upon Customer or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Contractor shall, at its expense: (a) first procure for Customer the right to continue using such Applications or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent functionality.

13.2 Contractor shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Applications or Service by Customer or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Contractor where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Application by Customer other than in accordance with this Master Agreement.

ARTICLE 14 EMPLOYMENT STATUS

14.1 Contractor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

14.2 Contractor represents that it is qualified to perform the duties to be performed under this Master Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Master Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

14.3 Any person assigned by Contractor to perform the Services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Master Agreement.

14.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

ARTICLE 15 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any Contractor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Customer's staff, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 16 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

16.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for any given Customer project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

16.2 Neither Customer nor Contractor may assign or otherwise transfer the Order Form and this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Order Form and this Master Agreement shall be binding upon the parties' respective successors and assigns.

16.3 Contractor must obtain the written approval of the State before subcontracting any portion of the Order Form and this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price, if any, agreed upon in the Order Form. All subcontracts shall incorporate the terms of the applicable Order Form and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Customer may deem necessary.

16.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Contractor. Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

16.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 17 TERMINATION

17.1 Termination Upon Mutual Agreement: An Order Form may be terminated in whole or in part upon the mutual written agreement of Contractor and the Customer.

17.2 Termination Due To Bankruptcy: Should Contractor become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Customer may, upon the giving of thirty (30) days prior written notice to Contractor, terminate its Order Form and this Master Agreement without the assessment of penalties, solely as between those parties.

17.3 Termination Other Than For Cause: A Customer may terminate an Order Form and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor.

17.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Order Form or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Order Form and this Master Agreement solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

17.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor but any Order Form entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any un-expired Order Forms.

ARTICLE 18 GOVERNING LAW

This Master Agreement and each Order Form shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Master Agreement shall affect any statutory rights Contractor and Customer may have that cannot be waived or limited by contract.

ARTICLE 19 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 20 SEVERABILITY

If any term or provision of an Order Form or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Order Form or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Customer's purpose for entering into the Order Form can be fully achieved by the remaining portions of the Order Form that have not been severed.

ARTICLE 21 CAPTIONS

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

ARTICLE 22 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Order Form and this Master Agreement.

ARTICLE 23 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to the Order Form or this Master Agreement and/or which may affect Contractor's performance under the Order Form or this Master Agreement. Failure of Contractor to provide such written notice to Customer shall be considered a material breach of this Master Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 24 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under an Order Form and this Master Agreement.

ARTICLE 25 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Contractor's address for notice is: INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE. Customer's address for notice will be set forth in the applicable Order Form. The parties understand and agree that copies of any notices issued hereunder shall also be sent to Mississippi Department of Finance and Administration at the following address: Ms. Aubrey Leigh Goodwin, Deputy Executive Director, Mississippi Department of Finance and Administration, 210 East Capitol Street, Suite 1400, Jackson, Mississippi 39201. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address or points of contact.

ARTICLE 26 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Order Form. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, accountants or attorneys, shall, at their

expense and upon prior reasonable notice to Contractor, have unimpeded, prompt access to the Order Form, this Master Agreement, and to any of Contractor's proposals, books, documents, papers and/or records that are pertinent to the Order Form and this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Master Agreement and the Order Form shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master Agreement and the Order Form. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 27 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 28 DISPUTES

28.1 Should disputes arise with respect to an Order Form or this Master Agreement, Contractor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Order Form and/or this Master Agreement. Should Contractor fail to continue without delay to perform its responsibilities under the Order Form and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Contractor or Customer as a result of such failure to proceed shall be borne by Contractor and Contractor shall make no claim against Customer for such costs.

28.2 Any dispute concerning a question of fact under the Order Form and/or this Master Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 29 COMPLIANCE WITH LAWS

29.1 Contractor shall comply with, and all activities under the Order Form and/or this Master Agreement shall be subject to, all Customer policies and procedures which Contractor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Order Form and this Master Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

29.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the Family Educational Rights & Privacy Act (FERPA) of 1974 (34 CFR Part 99); HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the

Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 30 CONFLICT OF INTEREST

Contractor shall notify Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Customer's satisfaction, Customer reserves the right to terminate the Order Form and this Master Agreement as to itself only.

ARTICLE 31 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 32 CONFIDENTIAL INFORMATION

32.1 Contractor shall treat all Customer data and information to which it has access by its performance under the Order Form and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Order Form or this Master Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the Order Form or this Master Agreement on behalf of, or under the rights of the Contractor following any termination or completion of the Order Form or this Master Agreement.

32.2 The parties understand and agree that the Order Form and this Master Agreement do not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor.

ARTICLE 33 EFFECT OF SIGNATURE

Each person signing an Order Form or this Master Agreement represents that he or she has read the Order Form and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Order Form or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Order Form and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 34 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to any Order Form. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 35 NEWS RELEASES

News releases pertaining to an Order Form or this Master Agreement or the Services to which it relates will not be made without the State's prior written approval, and then only in accordance with the explicit written instructions from the State.

ARTICLE 36 SURVIVAL

Articles 12, 13, 18, 22, 26, 31, 32, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Order Form or this Master Agreement.

ARTICLE 37 ENTIRE AGREEMENT

37.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Contractor-furnished Software, or any "click-wrap" or "browse-wrap" license presenting in connection with a purchase via the internet. The Order Form, RFP No. 4029, and Contractor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual Customer is concerned.

37.2 The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following: (NOTE: We will also include the State's Request for Best & Final Offer (BAFO) and the Contractor's BAFO response in the order below.)

- A. This Master Agreement signed by Contractor and ITS;
- B. Any Exhibits attached to this Master Agreement;
- C. The Order Form(s), as applicable;
- D. RFP No. 4029 and all written clarifications/addenda, and
- E. Contractor's Proposal, as accepted by ITS, in response to RFP No. 4029.

37.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Contractor's Proposal").

ARTICLE 38 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 39 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of Customer's employees until at least one (1) year after the expiration/termination of the Order Form unless mutually agreed to the contrary in writing by the Customer and Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 40 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all Services provided by Contractor under this Master Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Master Agreement and require Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 41 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Master Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

ARTICLE 42 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

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

State of Mississippi, Department of
Information Technology Services, on
behalf of the local governmental entities
of the State of Mississippi

INSERT VENDOR NAME

By:
Authorized Signature

By:
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title:

Date: _____

Date: _____

EXHIBIT A
(reflects pricing for each contracted vendor)

**RESOLUTION OF THE CITY COUNCIL OF JACKSON,
MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF RESURRECTION
DAY (EASTER), 2018**

WHEREAS, opportunity to celebrate renewed quality of life, safety and welfare of the people shall be considered by this Resolution; and

WHEREAS, celebration of Resurrection Day, also known as Easter, is a tradition of many religious communities; and

WHEREAS, this season permits families to gather to restore its ties, reflect on the relationship to the broader community, as well as religious commitments; and

WHEREAS, the City Council of Jackson, Mississippi salutes and celebrates the Resurrection Season, Easter!

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi hereby supports and wishes for its citizens a safe, enriching and fulfilling Resurrection (Easter) Season in the City of Jackson.

SO RESOLVED, this the _____ day of March, 2018.

Agenda Item No. 45
Agenda Date: March 27, 2018
BY: STOKES