



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
May 31, 2016
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **MINISTER ROBERT N. FORTSON, JR., ASSOCIATE PASTOR OF GREATER BETHLEHEM TEMPLE CHURCH**

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

2. **AGENDA RELATED ITEMS WILL BE DISCUSSED AT THE BEGINNING OF THE COUNCIL MEETING WITH A THREE (3) MINUTE TIME LIMIT AND ALL NON-AGENDA RELATED TOPICS WILL BE DISCUSSED AT THE END OF THE COUNCIL MEETING AT THE CONCLUSION OF CITY BUSINESS.**

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

3. **ORDINANCE CLOSING AND VACATING A PORTION OF DOWNING STREET IN FAVOR OF THE ABUTTING LANDOWNER. (WARD 7) (POWELL, YARBER)**
4. **ORDINANCE OF THE CITY COUNCIL OF JACKSON MISSISSIPPI AMENDING SECTION 2-71 OF THE CODE OF ORDINANCES OF JACKSON MISSISSIPPI TO REQUIRE THAT ALL PUBLIC COMMENTS WILL BE RECEIVED PRIOR TO THE CONSIDERATION OF ORDINANCES, ORDERS, OR RESOLUTIONS. (STOKES)**

REGULAR AGENDA

5. **CLAIMS (DAY, YARBER)**
6. **PAYROLL (DAY, YARBER)**
7. **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 SMALL AIRFIELD USED BY MODEL AIRCRAFT AND REMOTE CONTROLLED**

MODEL AIRCRAFT AT BUDDY BUTTS PARK LOCATED AT 6180 NORTH MCRAVEN ROAD. (JONES, YARBER)

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOB BRADY LITTLE LEAGUE #10 D/B/A PRECIOUS TYMES FOUNDATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT LEAVELL WOODS PARK. (JONES, YARBER)**
9. **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. (JONES, YARBER)**
10. **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. (JONES, YARBER)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PYROFIRE DISPLAYS, INC., FOR A PYROTECHNIC DISPLAY AT VETERAN'S MEMORIAL STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JULY 1, 2016, FOR A COST OF SIX THOUSAND DOLLARS (\$6,000.00). (JONES, YARBER)**
12. **ORDER AUTHORIZING THE MAYOR TO ACQUIRE PROPERTY LOCATED AT 108 CALHOUN STREET, JACKSON, MS, PARCEL #113-232 IN THE BON-AIR SUBDIVISION FROM THE 108 CALHOUN STREET TRUST. (WARD 5)(JEFFERSON, YARBER)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON, BON-AIR SUBDIVISION HOMEOWNERS AND VARIOUS CONTRACTORS. (CITY-WIDE) (JEFFERSON, YARBER)**
14. **ORDER AUTHORIZING THE MAYOR'S ACCEPTANCE OF A REIMBURSEMENT GRANT FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF HEALTH/OFFICE OF PREVENTIVE HEALTH DIVISION OF INJURY/VIOLENCE PREVENTION IN THE AMOUNT OF \$500.00. (ALL WARDS) (SIMPSON, YARBER)**
15. **ORDER ACCEPTING CHANGE ORDER NUMBER 3/FINAL TO THE CONTRACT OF C PERRY BUILDERS, INC. FOR THE JATRA ADMINISTRATION AND MAINTENANCE HEADQUARTERS, CITY PROJECT NO. 5AA7001. (WARD 5) (POWELL, YARBER)**
16. **ORDER AUTHORIZING PAYMENT TO THOMPSON PUMP FOR FLOOD WATER PUMP RENTAL AT THE FORTIFICATION STREET LEVEE. (WARD 7) (POWELL, YARBER)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. [ALL WARDS] (POWELL, YARBER)**
18. **ORDER ACCEPTING THE BID OF ROSIE KING FOR TWENTY-FOUR MONTH SALE OF SALVAGED DEFACED/BENT ALUMINUM SIGNS, BENT/TWISTED STEEL POSTS AND VARIOUS OTHER SCRAP IRON. (BID NO. 00190-040516) [ALL WARDS] (POWELL, YARBER)**

19. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE EUBANKS CREEK DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 16B5000.701. (WARD 7) (POWELL, YARBER)**
20. **ORDER AUTHORIZING EXECUTION OF THE AGREEMENT WITH BFI WASTE SERVICES, LLC, DBA REPUBLIC SERVICES OF JACKSON FOR WATER TREATMENT SOLIDS HAULING AT O. B. CURTIS WATER TREATMENT PLANT. (ALL WARDS) (POWELL, YARBER)**
21. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH INFINITY ENGINEERING CONSULTANTS, LLC, FOR THE HANGING MOSS ROAD WATERLINE IMPROVEMENTS, CITY PROJECT NUMBER 15B0102. (WARD 2) (POWELL, YARBER)**
22. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH SOL ENGINEERING SERVICES, INC., FOR THE EUBANKS CREEK TRIBUARY NO. 6 DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5005. (WARD 3) (POWELL, YARBER)**
23. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH VOLKERT, INC. FOR THE ROBINSON ROAD BRIDGE REPLACEMENT, CITY PROJECT NUMBER 15B4503.401, ER-7288-00(002), LPA/107259-701000. (WARD 4) (POWELL, YARBER)**
24. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STUART CONSULTING GROUP, INC. FOR THE WOODROW WILSON AVENUE TO ERIE STREET DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5006. (WARD 3) (POWELL, YARBER)**
25. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH Q SOLUTIONS, INC. FOR THE LAWRENCE ROAD WATERLINE IMPROVEMENTS, CITY PROJECT NUMBER 15B0101. (WARD 3) (POWELL, YARBER)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ESTABLISHMENT OF JUST COMPENSATION AND ALL DOCUMENTS TO CONTINUE WITH RIGHT-OF-WAY ACQUISITION FOR THE WEST COUNTY LINE ROAD/GRANT STREET PROJECT. (WARD 2) (POWELL, YARBER)**
27. **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR THE MAYES STREET BRIDGE REPLACEMENT, CITY PROJECT NUMBER 16B4501.701. (WARDS 3 & 7) (POWELL, YARBER)**
28. **ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JEROME BELL, ET AL VS. CITY OF JACKSON, MISSISSIPPI," UNITED STATES DISTRICT COURT; CAUSE NO. 3:15-CV-732 TSL-RHW. (JOINER, YARBER)**
29. **ORDER AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AND SUBMIT UNCLAIMED PROPERTY CLAIMS TO THE STATE OF MISSISSIPPI TREASURY DEPARTMENT; TO ACCEPT AND DEPOSIT SAID UNCLAIMED PROPERTY UPON RECEIPT; AND TO ESTABLISH AN AUTHORIZATION TERMINATION DATE. (JOINER, YARBER)**
30. **ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE (ALL WARDS). (POWELL, YARBER)**

DISCUSSION

31. **DISCUSSION: WATER METER STATUS REPORT (PRIESTER)**
32. **DISCUSSION: GOVERNMENT OPERATIONS (STAMPS)**
33. **DISCUSSION: HANDICAP TRANSPORTATION (STOKES)**
34. **DISCUSSION: NEIGHBORHOOD FIRST PROGRAM UPDATES (STOKES)**

35. **DISCUSSION: AGENDA MANAGEMENT SYSTEM (MOORE, PRIESTER)**
36. **DISCUSSION: LITIGATION (STAMPS)**

PRESENTATION

37. **PRESENTATION: WARD THREE PRESENTATION TO MOUNT MARIAH BAPTIST CHURCH CHOIR (STOKES)**

PROCLAMATION

38. **PROCLAMATION HONORING JPS PARENT OF THE YEAR, STEVE COLLINS (YARBER)**
39. **PROCLAMATION RECOGNIZING JUNE 2016 AS NATIONAL SAFETY MONTH (YARBER)**

RESOLUTIONS

40. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MRS. JENNIFER SEATON-LLOYD FOR BEING A DEDICATED EMPLOYEE, ICONIC BAND DIRECTOR, SCHOLAR, AND RETIRED EDUCATOR OF THE CITY OF JACKSON. (STOKES)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

BUDGET

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)

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)

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. Agenda Item #31 on 03/25/14 Regular Council Agenda regarding 2% sales tax applying to Jackson Convention center debt. (03/24/14) Work Session discussion
2. Discussion: Motorcycle safety and awareness (Cooper-Stokes) 09/09/14

PLANNING

1. Ordinance adopting the 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 regulate their actions on the public streets and certain other places; and for related purposes. (Stokes) (6/29/10)
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) (8/24/10)
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) (9/6/11)
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) (7/10/12)
5. Ordinance of the City Council of Jackson, Mississippi requiring sprinkler systems in buildings housing flammable materials. (Cooper-Stokes) (9/4/12)
6. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Flag Chapel Rd. (from Northside Drive to Cynthia Road) to Nathaniel Booker Road. (Bluntson) (05/28/13)
7. Ordinance of the City of Jackson, Mississippi establishing the renaming of West Silas Brown Street (from Gallatin Street to University Blvd) to Dr. Raymond O Baird Drive. (Originated by private citizens to the Office of Planning) (Hopkins) (7/24/13)
8. Resolution of the City Council of Jackson, Mississippi encouraging the enhanced use of cell phone towers in the City. (Cooper-Stokes) (01/14/14)
9. 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)
10. A Resolution authorizing the Mayor or his designee to enter into a marketing agreement with Utility Service Partners Private Label, Inc. DBA Service Line Warranties of America, to license the use of the City of Jackson trademark in conjunction with marketing communications to the City of Jackson residents about warranty plans for the repair of water and sewer lines on residential property, to receive trademark licensing fees, and for other purposes. (Stamps) (02/27/14)
11. 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) (3/11/14)
12. 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)
13. 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)
14. 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)

15. Ordinance of the City Council of Jackson, Mississippi requiring the closure of nuisance nightclubs. (Cooper-Stokes) (11/4/14)
16. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operation. (Cooper-Stokes) (11/4/14)
17. Discussion: Parking meters and parking in downtown Jackson (Priester) (02/24/15)
18. Ordinance establishing legislation as Section 122-43, entitled "Private Water Wells," in the Code of Ordinances of the City of Jackson, Mississippi. (Hendrix) (03/24/15)
19. Ordinance of the City Council of Jackson, Mississippi naming the bridge on Pearl Street as Mayor Frank E. Melton Bridge. (Stokes) (06/02/15)
20. 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)
21. Ordinance of the City Council of Jackson, Mississippi regulating public accommodations for restroom facilities. (Stokes) (11/03/15)
22. 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)
23. Ordinance of the City Council Of Jackson, Mississippi establishing the renaming of Valley Street from Highway 80 to Raymond to Rev. Dr. R. L. T. Smith Drive. (Stokes) (02/09/16)
24. Ordinance of the City of Jackson, Mississippi renaming Langely Street (from Silas Brown Street to Winter Street) to Dr. Raymond O. Biard Drive. (Hendrix) (03/10/16)
25. 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)
26. Ordinance of the City Council of Jackson, Mississippi naming the downtown Jatran Bust Transfer Station in honor of Mrs. Rosa Parks. (Stokes) (04/19/16)
27. Ordinance of the City Council of Jackson, Mississippi honorary naming of Detroit Street (from Martin Luther King, Jr. Dr. to Holmes Avenue) to William Byrd Drive. (Stokes) (04/19/16)
28. 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)
29. Ordinance of the City Council of Jackson, Mississippi honorary naming Channel 16 Way (from Maddox Road to Dead End) to Bert Case Drive. (Stokes) (04/19/16)
30. Ordinance of the City Council of Jackson, Mississippi renaming Poindexter Park to Ineva May-Pittman Park. (Stokes) (05/17/16)

RULES

1. Ordinance of the City Council of Jackson, Mississippi amending the City of Jackson, Mississippi Code of Ordinances, Section 2-62 (B): Regular Meetings, to allow for Regular City Council Meetings every week. (Cooper-Stokes) (4/3/12)
2. Resolution of the City of Jackson, Mississippi encouraging more communication and assistance by the City of Jackson to homeless individuals seeking jobs, counseling, and other related services. (Cooper-Stokes) (10/2/12)
3. Ordinance of the City Council of Jackson, Mississippi amending Jackson Code of Ordinances Chapter 86, Article I, Section 86-9 governing the carrying of firearms in certain places. (Stamps) (8/13/13)
4. Ordinance of the City Council of Jackson, Mississippi prohibiting interference with an officer during the discharge of duties; penalties. (Cooper-Stokes) (12/13)
5. Ordinance of the City Council promoting children's health by encouraging fast food restaurants within the City of Jackson to serve healthful sides and beverages as the default components of children's meals unless the customer affirmatively makes a different selection. (Stamps) (2/27/14)
6. Ordinance amending Article I, Chapter 86, Offenses and Miscellaneous Offenses, Section 86-8, of the Code of Ordinances of the City of Jackson, Mississippi. (Stamps) (08/12/14)
7. Order Authorizing the Mayor to execute an agreement with Bfac.com for the annual development and hosting of a mobile application (App) and business texting. (Jones, Yarber) (10/07/14)
8. Order authorizing the Mayor to execute an interlocal cooperation agreement between the City of Jackson, Mississippi and Hinds County, Mississippi for free landfill disposal for Hinds County when working on projects within the City of Jackson that involve demolishing, removing, hauling and transporting demolition material and debris. (Hendrix) (01/13/15)
9. Order authorizing the Mayor to execute a license agreement with Robert Earl Moore, Jr. for certain use of musical work and sound recording thereof entitled, "We are Jackson, Mississippi." (Yarber) (03/24/15)
10. Ordinance of the City Council of Jackson, Mississippi prohibiting high speed chases from outside jurisdictions into the city limits of Jackson, Mississippi. (Stokes) (04/21/15)
11. Ordinance of the City Council of Jackson, Mississippi prohibiting the sale/purchase of synthetic marijuana, aka... kush, spice, k2, etc. (Stokes) (04/21/15)
12. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operations. (Stamps) (05/05/15)
13. Discussion: Residency ordinance (Barrett-Simon) (06/02/15)

14. Ordinance of the City Council of Jackson, Mississippi amending Chapter 126- Vehicles for hire, Article II, Section 126-31 of the Code of Ordinances of Jackson, Mississippi to reduce the number of vehicles a taxicab company has to maintain under its company name for which a certificate of public necessity and convenience can be issued. (Hendrix) (06/16/15)
15. Ordinance of the City Council of Jackson, Mississippi amending Chapter 86- Offenses and Miscellaneous provisions to create a new article entitled “Unlawful Discrimination.” (Hendrix) (05/03/16)

GOVERNMENT OPERATIONS

1. Resolution amending the 2015 Special Council meeting schedule of the Jackson City Council to eliminate all special meeting dates occurring after May 26, 2015. (Stamps) (05/05/15)
2. Discussion: Minority participation (Stokes) (06/02/15)
3. Discussion: 21st Century policing (Stamps) (06/02/15)
4. Discussion: EBO (Yarber) (06/02/15)

ORDINANCE CLOSING AND VACATING A PORTION OF DOWNING STREET IN FAVOR OF THE ABUTTING LANDOWNER (WARD 7)

WHEREAS, Downing Court Group, LP and Oxford Court Group, LP, hereinafter referred to as "Petitioners", petitioned the City of Jackson, Mississippi to close and vacate a portion of Downing Street, hereinafter referred to as "Street", located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

WHEREAS, the Petitioners presented their petition pursuant to Section 110-5 of the Jackson Code of Ordinances; and

WHEREAS, the Petitioners are the owner of all property abutting the Street on both sides, and have, at their own expense, furnished the City of Jackson with a survey plat; and

WHEREAS, the Site Plan Review Committee of the City of Jackson reviewed the petition to close and vacate the Street on July 23, 2015, and approved the petition on April 21, 2016, after all technical objections that were raised by the committee were addressed by the petitioners; and

WHEREAS, the City Council finds that the Street sought to be closed and vacated is no longer needed as a public thoroughfare and will not be needed as a public thoroughfare in the foreseeable future.

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

SECTION 1. The herein described portion of an unnamed alley constitutes a publicly dedicated right-of-way, with said right-of-way being described as follo

Certain properties located in the SE ¼ of Section 27, T6N – R1E, Hinds County, Mississippi being the right-of-way of Downing Street between Lorenz Boulevard and Taylor Street in the City of Jackson, and being more particularly described as follows:

Beginning at the NW corner of Lot 1, Block E, Ridgelawn Subdivision as recorded and on file in Plat Book 1 at Page 27 at the Chancery Clerk's Office in Jackson, Hinds County, Mississippi (said point also being the intersection of the South right-of-way line of Lorenz Blvd. with the East right-of-way line of Downing Street), run thence South 265 feet along the East right-of-way line of said Downing Street to the SW corner of Lot 14, Block E, Ridgelawn Subdivision (said point also being the intersection of the North right-of-way line of Taylor Street with the East right-of-way line of Downing Street); thence West 50 feet to the SE corner of Lot 18, Block U, Industrial Heights as recorded and on file in Plat Book 1 at Page 80 at the Chancery Clerk's Office in Jackson, Hinds County, Mississippi (said point also being the intersection of the North

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AGENDA DATE: _____

BY POWELL, WILLIAMS, R. LEE, YARBER

right-of-way line of Taylor Street with the West right-of-way line of Downing Street); thence North 265 feet along the West right-of-way line of said Downing Street to the NE corner of Lot 15, Block U, Industrial Heights (said point also being the intersection of the South right-of-way line of Lorenz Blvd. with the West right-of-way line of Downing Street); thence East 50 feet, to the Point of Beginning, containing 0.30 acre, more or less.

SECTION 2. Pursuant to operation of law, a certified copy of this Ordinance shall serve to convey, quitclaim, and release the City's right, title, and interest in and to said right-of-way, as herein described, to the abutting landowners of record.

SECTION 3. The conveyance of said right-of-way is subject to any dedications, limitations, restrictions, reservations, or easements of record.

SECTION 4. The Petitioners shall assume all responsibility and liability for the herein described right-of-way.

SECTION 5. The herein described right-of-way is hereby closed and vacated.

SECTION 6. The Director of the Department of Public Works is hereby authorized and directed to indicate the closing and vacation of the herein described portion of the Street on the official map of the City of Jackson.

SECTION 7. Any and all ordinances of the City of Jackson, or any parts of ordinances, in conflict herewith shall be, and the same are hereby, repealed.

SECTION 8. The cost of publication of this Ordinance shall be borne by the Petitioners.

SECTION 9. This Ordinance shall be effective thirty (30) days after passage and after publication.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 17, 2016 .
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description	Order closing and vacating a portion of Downing Street			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement			
3.	Who will be affected	Downing Court and Oxford Court Apartments			
4.	Benefits	Close and vacate one block of Downing Street to incorporate into the overall site development of the apartment complex.			
5.	Schedule (beginning date)	30 days after adoption and after publication			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7, Downing Street between Taylor Street and Lorenz Blvd			
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division			
8.	COST	None to the City			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____

Department of Public Works



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

Tony Yarber
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Tony Yarber

From: Kishia L. Powell, P.E.
Director

Date: May 17, 2016

Subject: Agenda Item for City Council Meeting

Attached you will find an ordinance closing and vacating a portion of Downing Street between Taylor Street and Lorenz Blvd. The abutting property owners, Downing Court Group, LP and Oxford Court Group, LP, has acquired property on both sides of the street to construct two apartment complexes on the east side of the street and additional parking on the west side of the street. The owners have requested the City vacate this block of Downing Street so the apartment complex and the additional parking across the street can be merged into one seamless property. Public Works recommends approval of this proposed street vacation.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



**City of Jackson
Department of Public Works**

Council Agenda Item Brief

To: Mayor Tony T. Yarber

From: Kishia L. Powell, P.E.
Director

Date: May 17, 2016

Agenda Item: Ordinance closing and vacating a portion of Downing Street
Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor:
EBO: Not applicable
Purpose: Close and vacate part of the street in favor of the abutting property owner.

Cost: None to the City
Project/Contract Type: Not applicable
Funding Source: Not applicable
Schedule/Time: 30 days after adoption by Council and publication of the ordinance
DPW Manager: K. Powell, C. Williams, R. Lee

Background: The abutting property owners, Downing Court Group, LP and Oxford Court Group, LP, has acquired property on both sides of the street to construct two apartment complexes on the east side of the street and additional parking on the west side of the street.

State law requires that a right-of-way must be vacated by passage of an ordinance instead of a routine order.

Estimated Fees: None to the City. The petitioners are responsible for the cost of publication of the ordinance.

EBO Compliance Details: Not applicable

Talking Points: Downing Street runs between two apartment complex buildings under construction on the east side of the street and the associated parking on the west side of the street.

This vacation allows the two parts of the project to be merged together as one property.

Public Works does not have any water or sewer under the street.

ORDINANCE OF THE CITY COUNCIL OF JACKSON MISSISSIPPI AMENDING SECTION 2-71 OF THE CODE OF ORDINANCES OF JACKSON MISSISSIPPI TO REQUIRE THAT ALL PUBLIC COMMENTS WILL BE RECEIVED PRIOR TO THE CONSIDERATION OF ORDINANCES, ORDERS, OR RESOLUTIONS

WHEREAS, the City Council of Jackson, Mississippi recognizes that while the purpose of the council meeting is to conduct city business, citizens are encouraged to attend, observe and participate in city government activities; and

WHEREAS, the City Council of Jackson, Mississippi finds that it is very important that citizens are afforded a brief opportunity to comment on matters that impact our communities and affect our great City; and

WHEREAS, the City Council of Jackson, Mississippi believes that it is important that citizens are allowed to speak near the beginning of the meeting so that they are allowed to resume their normal business and continue with their daily routine.

THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, that the ordinance is hereby amended to allow all public comments to be heard prior to the consideration of ordinances, orders, or resolutions as follows:

Sec. 2-71. - Speaking limitations; public comments; council chamber conduct.

(a) No member of the council shall be permitted to speak more than once on any subject, until all members desiring to speak have spoken. A member may not speak more than five minutes without obtaining the consent of the council, by majority vote.

(b) Any person desiring to address the council with reference to any item on the agenda for that meeting must register with the clerk prior to the regular meeting time and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. When recognized by the president, such person may speak only once with reference to any agenda item and for a portion of the time not to exceed three minutes, unless such period of time is extended by a majority vote of the council. Such public comments will be received prior to the consideration of ordinances, orders, or resolutions.

(c) Any person desiring to address the council with reference to any matter which is not on the agenda must register with the clerk prior to the regular meeting time and shall provide, in writing, his name, his address, and the subject matter with reference to which he wishes to address the council. When recognized by the president, such person may speak only once with reference to such matter and for a period of time not to exceed three minutes, unless such period of time is extended by a majority of the council. Such public comments will be received by the city council immediately prior to its adjournment and at the conclusion of all other city business after public comments made by persons speaking in reference to an agenda item, as set forth in Sec. 2-71 (b) above.

(d) Notwithstanding any other provisions, no person shall address the council with reference to any personnel matter during any open meeting of the city council.

(e) No derogatory remarks concerning council members or anyone present in the council chamber shall be permitted. The president shall suspend irrelevant speaking. A majority of the members of the council have the right to suspend irrelevant speaking at any council meeting.

(f) Any person making personal, impertinent, or slanderous remarks, or who uses abusive, vulgar, or profane language, or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer,

#4

barred from further audience before the council, unless permission to continue be granted by a majority vote of the council.

(g) The usage of cellular phones and paging devices shall be prohibited within the council chambers during council meetings. All such devices within the council chambers shall be placed on silence or vibrator mode during council meetings. The city clerk shall place signs within city hall notifying the public of said rule. Any person violating said rule shall first receive a verbal warning from the presiding officer; upon any additional violations, the presiding officer may bar the person from the remainder of the council meeting for which he is in violation, and the person shall be required to place all cellular phones and paging devices with city hall security prior to entering any city council meeting.

AGENDA ITEM NO. ____

DATE: May 31, 2016

BY: Kenneth I. Stokes

OFFICE OF THE CITY CLERK
JONES

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 SMALL AIRFIELD USED BY MODEL AIRCRAFT AND REMOTE CONTROLLED MODEL AIRCRAFT AT BUDDY BUTTS PARK LOCATED AT 6180 NORTH MCRAVEN ROAD.

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; 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, 2017, unless terminated earlier.

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

ITEM #: 1
DATE: _____
BY: _____
Jones, Yarber

MEMORANDUM

TO: Mayor Tony Yarber
FROM: Allen Jones, Director 
SUBJECT: Facility Use Agreement
DATE: May 17, 2016

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.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05-17-16
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 _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/>
			N/A _____ N/A _____ N/A _____ N/A _____ N/A _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Academy of Model Aeronautics, Inc. &/or Affiliated &/or Associated Chartered Clubs, Chapters & Members Thereof 5161 E. Memorial Drive Muncie IN 47302	INSURER A: Westchester Surplus Lines Insurance	NAIC # 10172
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 393357952 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	G22011534011	3/31/2016	3/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability	Y	Y	G22011546011	3/31/2016	3/31/2017	Limits per Occ \$1,500,000 General Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jackson is an additional insured, primary and non-contributing as respects to any additional insured site owner. Location: Buddy Butts Park. Club: 385 Capitol City Radio Control.

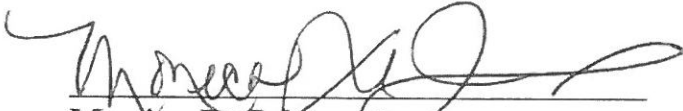
CERTIFICATE HOLDER City of Jackson Parks & Recreation Dept. Attn: Allen Jones 1000 Metro Center Suite 104 PO BOX 17 Jackson MS 39205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **CAPITOL RADIO CONTROL CLUB- (BUDDY BUTTS PARK)- FACILITY USE AGREEMENT** is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*

James Anderson Jr., *Special Assistant to City Attorney*

5/19/16

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOB BRADDY LITTLE LEAGUE #10 D/B/A PRECIOUS TYMES FOUNDATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT LEAVELL WOODS PARK.

CE OF THE CITY OF JACKSON
[Handwritten signature]

WHEREAS, the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation has previously partnered with City of Jackson, Mississippi ("City") as the management group for the athletic fields at Leavell Woods Park located at 347 Dona Drive in Jackson, Mississippi ("Fields"); and

WHEREAS, the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation 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 Bob Braddy Little League #10 d/b/a Precious Tymes Foundation; and

WHEREAS, Bob Braddy Little League #10 d/b/a Precious Tymes Foundation abided by all prior mutual agreements with the City; and

WHEREAS, Bob Braddy Little League #10 d/b/a Precious Tymes Foundation 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 Bob Braddy Little League #10 d/b/a Precious Tymes Foundation governing its use of the athletic fields at Leavell Woods Park for the period commencing on April 1, 2016 and ending on January 1, 2017, unless terminated earlier.

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

ITEM #: 8
DATE: _____
BY: _____
Jones, Yarber

MEMORANDUM

TO: Mayor Tony Yarber
FROM: Allen Jones, Director *AJ*
SUBJECT: Facility Use Agreement
DATE: May 17, 2017

The attached agenda item is a Facility Use Agreement between the City and the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation, for utilizing a City owned facility for baseball fields. The agreement defines the respective responsibilities of both the City and the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05-17-16
DATE

POINTS		COMMENTS							
1.	Brief Description	This is a yearly contract renewal with one of our youth sports associations for the use of athletic fields at the Leavell Woods Park, 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	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 the youth of the City of Jackson, with facilities where 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	6							
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	ABE	100	%	WAIVER	yes	no	no	N/A
		AABE		%	WAIVER	yes	no	no	N/A
		WBE		%	WAIVER	yes	no	no	N/A
		HBE		%	WAIVER	yes	no	no	N/A
		NABE		%	WAIVER	yes	no	no	N/A

CERTIFICATE OF LIABILITY INSURANCE

DATE **3/31/16**

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE # **303203-2**

9 24 01

ADDITIONAL NAMED INSURED:

BRADY BASEBALL NO 10 LL
VERTIS STOVALL
129 OLD CANTON HILL DR

JACKSON MS 39211

INSURERS AFFORDING COVERAGE:

INSURER A: **LEXINGTON INSURANCE COMPANY**

INSURER B: **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**
 (Non-Liability)

INSURER C: **AIG SPECIALTY INSURANCE COMPANY**

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS		
A	X	GENERAL LIABILITY	011225814	3/28/2016	1/01/2017	EACH OCCURRENCE	\$1,000,000	
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000	
		X INCL PARTICIPANTS				PROPERTY DAMAGE DEDUCTIBLE: \$250	PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE					SEXUAL ABUSE OCCURRENCE	\$1,000,000
							SEXUAL ABUSE AGGREGATE	\$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON		
A	X	DIRECTORS & OFFICERS	19330955	1/01/2016	1/01/2017	EACH LOSS	\$1,000,000	
						AGGREGATE	\$1,000,000	
A		CRIME COVERAGE				EACH LOSS	\$35,000	
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE	
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2016	1/01/2017	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess	

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

I. CITY OF JACKSON PARKS & RECREATION DEPARTMENT

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 HIGHWAY
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

This **BOB BRADY LITTLE LEAGUE ORDER- (LEAVELLWOODS PARK)-
FACILITY USE AGREEMENT** is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*

James Anderson Jr., *Special Assistant to City Attorney*

5/19/16

DATE

OFFICE OF THE CITY ATTORNEY
[Signature]

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.

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 1, 2017, unless terminated earlier.

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

ITEM #: 9
DATE: _____
BY: _____
Jones, Yarber



MEMORANDUM

TO: Mayor Tony Yarber
FROM: Allen Jones, Director 
Department of Parks & Recreation
SUBJECT: Facility Use Agreement
DATE: May 17, 2016

The attached agenda item is a Facility Use Agreement between the City of Jackson and The Forest Hill Youth Club, 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.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 05-17-16

POINTS		COMMENTS
1.	Brief Description	This is a yearly renewal for Forest Hill Youth Association 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"/>	General Fund - 005-504.10-6451
10.	EBO participation	ABE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A ___ x ___ AABE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A ___ x ___ WBE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A ___ x ___ HBE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A ___ x ___ NABE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> 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 **FOREST HILL YOUTH CLUB- (FOREST HILL PARK)- FACILITY USE AGREEMENT** is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*

James Anderson Jr., *Special Assistant to City Attorney*

5/19/14

DATE

OFFICE OF THE CITY ATTORNEY
5/19/14

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.

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 January 31, 2017, unless terminated earlier.

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

ITEM #:


DATE:

BY:

10

Jones, Yarber

MEMORANDUM

TO: Mayor Tony Yarber
FROM: Allen Jones, Director 
SUBJECT: Facility Use Agreement
DATE: May 20, 2016

The attached agenda item is a Facility Use Agreement between the City and the 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.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05-20-16
DATE

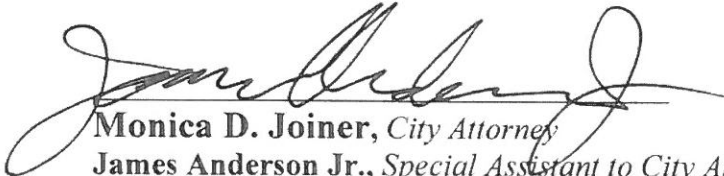
POINTS		COMMENTS
1.	Brief Description	This is a yearly contract with the North Jackson Youth Baseball Inc., for the use of athletic ball fields, at Lakeland Park, located at 1399 Lakeland Drive, for league play.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1, 2, 4, 5 and 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	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"/>	
10.	EBO participation	ABE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A _____ AABE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A _____ WBE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A _____ HBE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A _____ NABE _____% WAIVER yes ___ no <input checked="" type="checkbox"/> N/A _____


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE NORTH JACKSON YOUTH BASEBALL FOR THE USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN LAKELAND PARK is legally sufficient for placement in NOVUS Agenda.


Monica D. Joiner, *City Attorney*
James Anderson Jr., *Special Assistant to City Attorney*


5-20-13
DATE

OFFICE OF THE CITY ATTORNEY
5/20/13

ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYROFIRE DISPLAYS, INC., FOR A PYROTECHNIC DISPLAY AT VETERAN'S MEMORIAL STADIUM, LOCATED AT 2531 NORTH STATE STREET, ON JULY 1, 2016, FOR A COST OF SIX THOUSAND DOLLARS (\$6,000.00).

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, Pyrofire Displays, Inc., a Mississippi Corporation, has agreed to provide safe discharge of a fireworks display for the City of Jackson, Mississippi ("City") at the Veteran's Memorial Stadium, located at 2531 North State Street, on Friday, July 1, 2016; and

WHEREAS, Pyrofire Displays, Inc., has agreed to provide the City with proof of liability insurance in the amount of at least \$1,000,000 listing the City as an additional insured.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Pyrofire Displays, Inc., for a fireworks display on July 1, 2016, or when practicable soon thereafter depending on weather and/or force majeure conditions, at the Veteran's Memorial Stadium, located at 2531 North State Street in Jackson, Mississippi, with the total cost not to exceed Six Thousand Dollars (\$6,000.00).

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary to effect the terms of the Agreement and a copy of said Agreement shall be filed with the City Clerk.

ITEM #: 11
DATE: _____
BY: _____
A. Jones, Yarber



MEMORANDUM

TO: Tony Yarber, Mayor
FROM: Allen Jones, Director *AJ*
SUBJECT: Pyrotechnic Production
DATE: May 17, 2016

An agreement with Pyrofire Displays, Inc., for a fireworks display at the Veteran's Memorial Stadium, located at 2531 North State Street, on July 1, 2016, for Six Thousand Dollars (\$6,000.00).

The Department of Parks and Recreation will provide a Fire Works Extravaganza. This will be the third display of this type to be provided by this department.

We recommend approval of this Order and authorization to enter into the agreement.

AJ/pb

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05-17-16
DATE


P O I N T S		C O M M E N T S			
1.	Brief Description	A business class agreement with Pyrofire Displays, Inc., for a Pyrotechnic Display, to be held at the Veteran's Memorial Stadium, located at 2551 North State Street, on July 1, 2016.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life			
3.	Who will be affected	Citizens of Jackson			
4.	Benefits	Provides citizens the opportunity to view and enjoy safe fireworks display production.			
5.	Schedule (beginning date)	July 1, 2016			
6.	Location: ■ WARD ■ CITYWIDE (<u>yes</u> or no) (area) ■ Project limits if applicable	1			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>				
8.	COST	Six Thousand Dollars & Zero Cents (\$6,000.00)			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Acct #: 005-501.10-6419			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE <u>N/A</u> % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes <input checked="" type="checkbox"/> no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **PYRO FIRE ORDER JULY 1 EVENT** is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*

James Anderson Jr., *Special Assistant to City Attorney*

5/19/16

DATE

OFFICE OF THE CITY ATTORNEY
5/19/16

OFFICE OF THE CITY ATTORNEY
5/23/16

ORDER AUTHORIZING THE MAYOR TO ACQUIRE PROPERTY LOCATED AT 108 CALHOUN STREET; JACKSON, MS, PARCEL #113-232 IN THE BON-AIR SUBDIVISION FROM THE 108 CALHOUN STREET TRUST.

WHEREAS, the City of Jackson received HOME Investment Partnership Program funds from the U. S. Department of Housing and Urban Development and granted funding to West Jackson Community Development Center (“WJCDC”) for the purpose of developing properties in the Bon-Air Subdivision.

WHEREAS, on May 28, 2013 the City of Jackson was authorized to enter into a Voluntary Compliance Agreement (“VCA”) with the U. S. Department of Housing and Urban Development (“HUD”) Office of Fair Housing, Region IV for the remediation of findings issued concerning the Bon-Air Subdivision; and

WHEREAS, WJCDC forfeited the property located at 108 Calhoun Street, Jackson, MS 39203 in the Bon-Air Subdivision in the 2012 tax sale; and

WHEREAS, as a corrective action condition of the monitoring results, the City was instructed by HUD to take certain rehabilitative actions using non-Federal funds; and

WHEREAS, the Planning Department recommends acquiring the above referenced property to ensure compliance with the VCA and HUD HOME 2011 monitoring report.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute any and all documents necessary to acquire the above referenced property for an amount not to exceed ten thousand dollars (\$10,000.00), plus closing costs, if any.

Item# 12
Date May 31, 2016
By: Jefferson, Henderson, Yarber

Office of Housing & Community Development

MEMORANDUM

TO: Mayor Tony Yarber
FROM: Vanessa Henderson, Deputy Director
CC: Eric Jefferson, Director, Department of Planning & Development
DATE: May 23, 2016
RE: Agenda Item for May 31, 2016 City Council Meeting

The Department of Planning, Office of Housing and Community Development recommends purchasing the property located at 108 Calhoun Street, Jackson, MS 39203 in order to regain and retain ownership of the property until all requirements of the Voluntary Consent Agreement (VCA) associated with the Bon-Air Subdivision have been satisfied. The Office of Housing and Community Development will be unable to comply with the VCA without gaining site control of this property.

The property mentioned above was forfeited due to failure to pay taxes by the West Jackson Community Development Corporation in the 2012 Hinds County, Mississippi tax sale. Based on the cost paid during the tax sale and reasonable attorney fees, the Planning Department, Office of Housing and Community Development, along with the Office of the City Attorney reached an amicable agreement with the seller in the amount of \$10,000.00.

OFFICE OF THE CITY ATTORNEY
C. Williams
 5/23/16

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 05/31/2016

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO ACQUIRE PROPERTY LOCATED AT 108 CALHOUN STREET; JACKSON, MS, PARCEL #113-232 IN THE BON-AIR SUBDIVISION FROM THE 108 CALHOUN STREET TRUST.
2.	Purpose	To purchase 108 Calhoun Street, Jackson, MS 39203 in the Bon-Air Subdivision
3.	Who will be affected	Citizens of Jackson.
4.	Benefits	It will ensure the City of Jackson complies with all requirements of the HUD Voluntary Consent Agreement (VCA) and HUD 2011 HOME Monitoring report.
5.	Schedule (beginning date)	N/A
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Ward 5
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning and Development. Office of Housing & Community Development.
8.	COST	\$10,000.00 plus closing costs, if any.
9.	Source of Funding General fund <u> X </u> Grant _____ Bond _____ Other _____	001-420.10-6485
10.	E. B.O. Participation	ABE _____ % WAIVER _____ yes _____ no _____ N/A _____ AABE _____ % WAIVER _____ yes _____ no _____ N/A _____ WBE _____ % WAIVER _____ yes _____ no _____ N/A _____ HBE _____ % WAIVER _____ yes _____ no _____ N/A _____ NABE _____ % WAIVER _____ yes _____ no _____ N/A _____

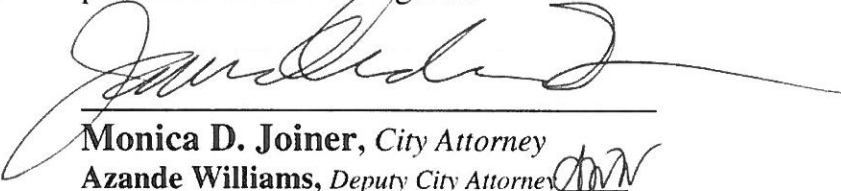
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
5/23/14
Azande Williams

This ORDER AUTHORIZING THE MAYOR TO ACQUIRE PROPERTY LOCATED AT 108 CALHOUN STREET; JACKSON, MS, PARCEL #113-232 IN THE BON-AIR SUBDIVISION FROM THE 108 CALHOUN STREET TRUST is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, City Attorney
Azande Williams, Deputy City Attorney *AW*

5/23/14

DATE

OFFICE OF THE CITY ATTORNEY
Orlando

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON, BON AIR SUBDIVISION HOMEOWNERS, AND VARIOUS CONTRACTORS

WHEREAS, on May 28, 2013, found at Minute Book 6-D Page 648, the Mayor was authorized to execute a Voluntary Compliance Agreement (VCA) with the Department of Housing and Urban Development (HUD) on behalf of the City of Jackson, Mississippi regarding the 2011 HOME Monitoring report; and

WHEREAS, on May 6, 2016, the Department of Planning and Development through the Office of Housing and Community Development conducted contractor walk-throughs for two properties in the Bon Air Subdivision that require the mandated repairs identified in the City's VCA and 2011 HOME Monitoring report; and

WHEREAS, on May 18, 2016 the Office of Housing and Community Development received quotes from three (3) qualified, licensed, and certified contractors; and

WHEREAS, two (2) of the three (3) contractors were the lowest and best bidders for the two units inspected during the walk throughs; these units are mandated to receive housing repairs that will meet the quality standards of both Federal and the City's code enforcement compliances.

IT, IS THEREFORE, ORDERED that the Mayor be authorized to execute any and all documents necessary with contractors and homeowners for the use of general funds for the repair of the two properties in the Bon Air Subdivision with the following contractors:

Leflore Construction, LLC	1 Unit	\$28,000.00
Management Services Resources. LLC	1 Unit	\$21,340.00

13

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Mayor Tony Yarber.

FROM: Vanessa Henderson, Deputy Director
Office of Housing and Community Development

CC: Eric Jefferson, Director, Department of Planning

DATE: May 23, 2016

RE: Agenda Item for May 31, 2016 City Council Meeting

The Office of Housing and Community Development is preparing to begin repair activities to satisfy mandates required through the City's Voluntary Compliance Agreement (VCA) with the Department of Housing and Urban Development (HUD). This agreement involves repairing homes in the Bon Air Subdivision to meet all standards and compliances outline in HUD regulations regarding the usage of HOME Investment Partnership (HOME) program funds. This order signifies the beginning phase of repairing all the existing structures located in the Bon Air Subdivision, with existing homeowners receiving priority.

On May 6, 2016, contractors were able to conduct comprehensive walk throughs of two homes located in this subdivision. Based on information received from the contractors, the lowest and best bidder was determined. Cost estimates utilizing the HomeWyse website and actual cost data from local building supply providers was used to establish the standard for a reasonable "lowest and best" bid. If the bid is not 10% greater than or 10% lower than the amount established in the cost estimate, it is a reasonable cost.

One item is attached for your review and approval. If you have questions or need additional information, please let us know.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

OFFICE OF THE CITY ATTORNEY
5/23/16
Stall
Mullis

DATE: 5/31/2016

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON, BON AIR SUBDIVISION HOMEOWNERS, AND VARIOUS CONTRACTORS																									
2.	Purpose	Complete repairs to homes in the Bon Air Subdivision as part of the Voluntary Compliance Agreement issued through HUD.																									
3.	Who will be affected	City of Jackson																									
4.	Benefits	Homes in the Bon Air Subdivision will receive repairs to ensure their structures are within code and the City will satisfy components of the VCA that will lead to the release of federal findings associated with this project.																									
5.	Schedule (beginning date)	August 2016																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.																									
8.	COST	\$49,340.00 general funds																									
9.	Source of Funding General fund <u> X </u> Grant _____ Bond _____ Other _____	001-420.10-6485																									
10.	E. B.O. Participation	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							

5/29/16
 DEPT. OF THE CITY ATTORNEY

**REHAB PROGRAM #9
 BID COMPARISON 5-18-16 #9**

ADDRESS	COST ESTIMATE	COMPARISON	M. C. BURKS	SOCRATES G/ANDERSON	Ben Wiggins	Multi-Con	Leflore	M&P	JHR	Mgmt Resources
113 Calhoun St.	\$31,139	\$34,253/\$28,025	NO BID	NO BID	\$34,500	\$35,523	\$28,000	NO BID	NO BID	\$33,400
116 Calhoun St.	\$19,400	\$21,340/\$17,460	NO BID	NO BID	\$28,500	\$32,552	\$28,000	NO BID	NO BID	\$23,500

Leflore has lowest bid for 113 Calhoun St. and his bid is within our cost range.
 Management Services Resources has agreed on a price of \$21,340 as the lowest bidder

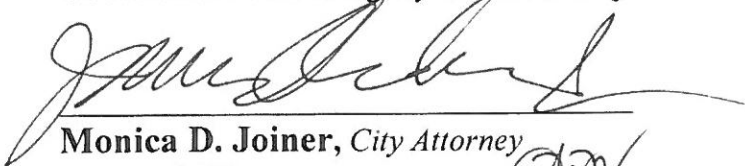
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
5-23-14
M.D. Joiner
A. Williams

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON, BON AIR SUBDIVISION HOMEOWNERS, AND VARIOUS CONTRACTORS** is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*

Azande Williams, *Deputy City Attorney*

5-23-14

DATE

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

ORDER AUTHORIZING THE MAYOR'S ACCEPTANCE OF A REIMBURSEMENT GRANT FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF HEALTH/OFFICE OF PREVENTIVE HEALTH DIVISION OF INJURY/VIOLENCE PREVENTION IN THE AMOUNT OF \$500.00.

WHEREAS, the City of Jackson has been allocated funds totaling \$500.00 for the City of Jackson Fire Department under the Preventive Health Division of Injury/Violence Prevention Office administered by the Mississippi State Department of Health; and

WHEREAS, the City of Jackson and the Mississippi Department of Health, Office of Preventive Health, desire to enter into a Contract for the purpose of supplementing the cost of conducting the 2015 Fire Academy for Kids to improve the health and safety of Jackson youth and families through providing educational outreach on fire safety and injury prevention; and

WHEREAS, the Office of Preventive Health's Division of Injury/Violence Prevention Grant Program requires no matching funds;

IT IS HEREBY ORDERED that the Mayor's acceptance of the Office of Preventive Health's Division of Injury/Violence Prevention Grant from the Mississippi Department of Health, Office of Preventive Health, in the amount of \$500.00 be ratified and;

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant.

Item No. 14

Agenda Date: _____

By: Yarber, Simpson

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 23, 2016
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR'S ACCEPTANCE OF A REIMBURSEMENT GRANT FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF HEALTH/OFFICE OF PREVENTIVE HEALTH DIVISION OF INJURY/VIOLENCE PREVENTION IN THE AMOUNT OF \$500.00. (ALL WARDS)																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education																																													
3. Who will be affected	City of Jackson youth and families																																													
4. Benefits	To improve the health and safety of Jackson youth and families through providing educational outreach on fire safety and injury prevention through a Fire Academy for Kids																																													
5. Schedule (beginning date)	After Council Approval																																													
6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE																																													
7. Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Fire Department																																													
8. COST	No Match required																																													
9. Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	The State of Mississippi, Department of Health/Office of Preventive Health Division of Injury/Violence Prevention																																													
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	_____																																						

MEMORANDUM

TO: Tony T. Yarber, Mayor City of Jackson

FROM: R. D. Simpson, Chief of Fire Chief

RD Simpson

DATE: May 18, 2016

RE: Agenda Item for Department of Health Grant

Under the State Department of Health, Office of Preventive Health Division of Injury and Violence Prevention, the City of Jackson's Fire Department has been awarded a reimbursement mini grant in the amount of \$500.00. These funds will be used to help support the cost of the Fire Academy for Kids Program.

We respectfully request your signature on the following documents contained herein. Should you have any questions or concerns, please do not hesitate to contact.

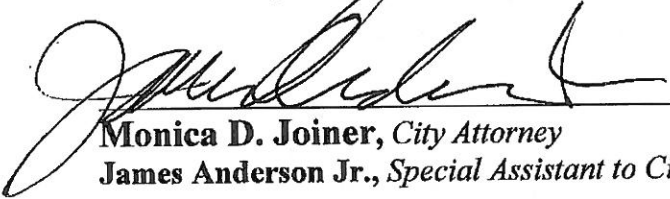
Office of the City Attorney

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
6/23/15

This ORDER AUTHORIZING THE MAYOR'S ACCEPTANCE OF A REIMBURSEMENT GRANT FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF HEALTH/ OFFICE OF PREVENTIVE HEALTH DIVISION OF INJURY/ VIOLENCE PREVENTION IN THE AMOUNT OF \$500.00 (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*
James Anderson Jr., *Special Assistant to City Attorney*

5-24-16

DATE



MISSISSIPPI STATE DEPARTMENT OF HEALTH

02

April 22, 2016

Re: Fire Academy for Kids

Greetings:

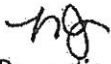
Thank you for the continuation of conducting the Fire Academy for Kids program in your area. The Fire Academy for Kids program was identified as having success in addressing the health, safety, educational, economic, and overall challenges faced by children in Mississippi. The Office of Preventive Health's Division of Injury/Violence Prevention has available funding to help support the Fire Academy for Kids program through a mini grant. The mini grant is a reimbursement. Our agency will contract with the fire department and funds are reimbursed after the program has ended and required documents are submitted.

I have enclosed with this correspondence a contract for \$500.00 to help supplement the cost of conducting the Fire Academy for Kids. Please note that funds awarded are reimbursed. Pay close attention to the provisions set for in Attachment C. Fire Academy for Kids contractors are required to report on all activities no more than 14 days after the contract ends and must conduct pre and post tests (see this section for other contractual terms).

Please submit original signed contract (sign pages 11 Section B and page 12), completed Minority Vendor form, and W-9 form to: Attention Nikki Johnson MS State Department of Health, Office of Preventive Health P.O. Box 1700, Jackson, MS 39216-1700 by **May 11, 2016**.

If you have any questions please do not hesitate to call me at 601-206-1559.

Sincerely,

Nikki Johnson, DrPH, MPH 
Division of Injury/Violence Prevention

Pc: Victor D. Sutton, PhD, MPPA
Director, Office of Prevention Health

Enclosures: Contractual Agreement
W-9 Form
Minority Vendor Form

**Mississippi State Department of Health
Contract Between Department and Contractor**

1. Contractual Agreement

This document and any other attachments, including but not limited to Attachment A, Terms of Contract, and Attachment B, Conflicts of Interest, are made a part of this document and incorporated herein by reference, and constitute a contract for personal or professional services or goods between the Mississippi State Department of Health (hereinafter referred to as the Department and/or Agency) and the Contractor as indicated below. In the space provided herein, provide a description of the purpose of this contract and/or services to be provided: The purpose of this contract is for the prevention of fire related injuries and deaths to be carried out at fire departments implementing the "Fire Academy for Kids" program. The "Fire Academy for Kids" program was designed to acquaint children with the fire service and provide them with basic fire safety education. Children will learn fire and life safety skills through classroom lectures and activities, videos and interactive projects, physical activities, as well as hands on job-related activities. Children will also receive homework to put into practice what has been learned. The project aims to reduce the incidence of deaths and injuries contributed to fires and increase the awareness of home safety.

2. Contractor's Required Information

Contractor's Name: Jackson Fire Department
Contractor's Contact Person(s): Chief Malcolm Alexander
ID #: 64-6000503 Program: Injury Prevention
(SSN or EIN, as shown on attached IRS Form W-9)
Street: 555 South West Street Telephone #: 601-960-1399
City: Jackson State: MS Zip Code: 39201

3. Contract Supplemental Information (Note: If information below is not applicable, fill blank with "N/A")

Title of Contract or Service Provided: Fire Academy for Kids Program
Total Contract Amount: \$500.00 Max. Contract Amount per year: N/A
(applicable only if contract is multi-year)
Fee or Retainer: N/A Fee or Retainer Payment Basis: N/A
(per clinic, hour, day, month, quarter, year, etc.)
Beginning Date: June 1, 2016 Ending Date: June 31, 2016
Org.: 1301090718 Activity: 1302
Project: 13010101000000HP
Reporting Category(ies): 3000012078
Federal Grant: Yes No Stimulus Funds: Yes No
Federal Grant Award #: 2B010T009032-15 Federal Aid #: H301049G CFDA #: 93.758 Occupation: N/A
Specialty: N/A
Program: N/A
Total Personnel Services: \$500.00 Total Travel/Subsistence: N/A
Max. Hours Authorized per Month: N/A Assigned Travel Base: N/A
Mileage/Meals Authorized:
None: Meals: _____ Mileage: _____ Lodging: _____
Statewide: Central Office: District (specify): _____
Hours (Daily or weekly, i.e., 8:00a-5:00p, 5 days per week): N/A
If in a District(s), list all counties (List in decreasing order for amount of time spent in each county): N/A
Certification/Licensure (Fill in certificate/license number, date of certification/licensure, and type of certification/licensure, as applicable. If a physician, state whether the contractor is board-certified in area of use by Department, non-board certified, or resident.): N/A
Contractor's Experience/Degrees Earned (Fill in this blank if Contractor is an individual; use additional sheet if necessary): N/A
Does Contractor currently receive Mississippi State Retirement System benefits? Yes No
Will the Contractor be classified as an "Independent Contractor"? Yes No

ATTACHMENT A: TERMS OF CONTRACT

1. **Contracted Services:** The Contractor agrees to provide and conduct the Fire Academy for Kids program to introduce children to important skills than can help prevent fires, encourage and increase physical activity, and save lives.

in accordance with the specifications set forth on the preceding page of this contract, titled "Contract Between Department and Contractor" and any other documents as set forth by the Department, and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

Attachment B – Conflicts of Interest

Attachment C: Scope of Work

2. **ABILITY TO CONTRACT**

The Contractor warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the Department. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.

3. **APPLICABLELAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

4. **COMPLIANCEWITHLAWS**

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

5. **PROCUREMENTREGULATIONSANDAPPROVAL**

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board ("PSCRB") Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>. It is understood that should this contract require approval by the PSCRB, and is not approved, it is void and no payment shall be made hereunder.

6. **PERSCOMPLIANCE**

This section applies only to a Contractor who is an individual and presently receives retirement benefits from the Mississippi Public Employees' Retirement System (PERS), as follows:

- a. The Contractor certifies that the forty-five day separation period required by PERS regulations has been met prior to the effective date of this contract.
- b. The Contractor is responsible for notifying PERS of re-employment and for submission of required documentation to PERS for review and concurrence of the Contractor's status as an independent contractor as required by PERS regulations.
- c. Contractor's date of retirement from state service: N/A

7. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or

understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal. The bidder, offer or, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

8. DEBARMENT AND SUSPENSION: Contractor certifies to the best of its knowledge and belief, that it:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

9. INTEGRATED AGREEMENT/MERGER

This contract, including all contract documents, represents the entire and integrated contractual agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether they were written or oral. This contract may be altered, amended, or modified only by a written document executed by the Department and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this contract shall not be construed or interpreted in favor or against the State, the Department, or the Contractor on the basis of draftsmanship or preparation.

10. MODIFICATIONS AND CHANGES IN SCOPE OF WORK

All modifications to the contract must be made in writing and signed by both parties to the contract. The Department may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the contract or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Department and the Contractor. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

11. AVAILABILITY OF FUNDS

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

12. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Department agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the Department within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

13. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's

choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

14. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services 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;
- 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 cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

15. STOP WORK ORDER

This section applies only to contracts that require approval from the Mississippi Personal Service Contract Review Board, as follows:

- A. *Order to Stop Work:* The Department, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Department shall either:
 1. cancel the stop work order; or,
 2. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 1. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Department decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- C. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract, if applicable.

16. TERMINATION FOR CONVENIENCE

- A. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- B. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. TERMINATION FOR DEFAULT

- A. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Department, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- C. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work here under which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- E. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- F. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

18. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Department upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor

shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

19. RECORDS AND AUDIT

The Contractor shall maintain such financial records and other records as may be prescribed by the Department or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor's usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Department, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

Where audits are required to be submitted to the Department before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the Department reserves the right to cancel or suspend the contract at the Department's discretion.

20. RECORDS RETENTION

The Contractor agrees to submit to the Department quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the Department quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the Department; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the State or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

21. ASSIGNMENT AND RECEIPT OF AMOUNTS PAYABLE

This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:

- a. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
- b. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
- c. The Contractor's payment records will be submitted to:
- d. The Department agrees to assure physician supervision as required by law for the services to be provided under the terms of this contract.

22. REIMBURSEMENT

The Department agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, the Department agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to the Department no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for the Department to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:

- a. reimbursement in excess of the amount budgeted for any item; or
- b. reimbursement of items not included in the budget; or
- c. the transfer of monies between items within the budget.

It is agreed by both parties that no reimbursement will be made by the Department until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by the Department.

23. SALARIES AND FRINGE BENEFITS

If the contract provides for the payment of salaries and/or fringe benefits (identified as a line item in the contract's budget and/or budget narrative), it is understood by both parties that fringe benefits may be spent only for bona fide retirement programs and employee insurance plans. Before any retirement and/or insurance program is initiated or financed with funds received pursuant to this contract, approval must be obtained from the Department. Insurance plans shall be limited to health, life, unemployment, and workers' compensation. Documentation must be available to the Department of all fringe benefit payments. This clause does not apply where the contract may be used for the payment of salaries and/or fringe benefits, but such were not specifically itemized as budgetary items in the contract.

24. INDEPENDENT CONTRACTOR STATUS

This section applies only to contracts for which the Contractor shall serve solely on an Independent Contractor basis, as follows:

The Contractor, at all times, shall be regarded as an Independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the Department, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the Department and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Department or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Department and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implications, to be employees of the Department. Neither the Contractor nor its employees, under any circumstances, shall be considered servants, agents, or employees of the Department; and the Department shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Department shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Department for its employees. Furthermore, none of the work performed under this contract shall be subcontracted without prior approval of the Department. The Department, throughout the life of the contract, shall have the right of reasonable rejection and approval of staff of the Contractor or its Subcontractors assigned to the work by the Contractor. If the Department reasonably rejects staff of the Contractor or its Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Department in a timely manner and at no additional cost to the Department. The day-to-day supervision and control of the Contractor's employees and Subcontractors are the sole responsibility of the Contractor.

25. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

26. CONFIDENTIAL INFORMATION

A. *Definition:* "Confidential Information" shall mean:

1. those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and
2. all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Department, and any other information designated in writing as confidential by the Department or the State of Mississippi.

Each party to this contract agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed

under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of the Department shall result in the immediate termination of this contract.

- B. *Disclosure:* In the event that either party to this contract 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 confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This section shall survive the termination or completion of this contract. The parties agree that this section is subject to and superseded by Mississippi Code of 1972, Annotated, Section 25-61-1, et. seq. regarding public access to public records.
- C. *Exceptions:* The Contractor and the Department shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("The Disclosing Party") which:
1. is rightfully known to the Contractor prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements;
 2. is generally known or easily ascertainable to non-parties of ordinary skill in the business of the Contractor;
 3. is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. is independently developed by the recipient without any reliance on confidential information;
 5. is, or later becomes, part of the public domain or may be lawfully obtained by the Department or the Contractor from any non-party; or
 6. is disclosed with the Disclosing Party's prior written consent.
- D. Contractor agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- E. Notwithstanding any provision to the contrary contained herein, it is recognized that the Department is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the Department pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the Department shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Department shall not be liable to the Contractor for disclosure of information required by court order or law.

27. TRANSPARENCY

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

28. NON-DISCRIMINATION FOR HIV/AIDS

As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.

29. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The Department shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created under this contract, or in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the Department upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Department and subject to any copyright protections. By entering into this contract, the Contractor conveys, sells, assigns, and transfers to the Department all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the Department under this contract.

30. FAILURE TO DELIVER

In the event of failure of the Contractor to deliver goods or services in accordance with the contract terms and conditions, the Department, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Department may have.

31. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the Department immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Department determines it to be in its best interest to terminate the contract.

32. INDEMNIFICATION

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

33. NO LIMITATION OF LIABILITY

Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for the damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

34. ATTORNEYS' FEES AND EXPENSES

Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor shall pay to the Department all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Department in enforcing this contract or otherwise reasonably related thereto. The Contractor agrees that under no circumstances shall the Department or the State of Mississippi be obligated to pay any attorneys' fees or costs of legal action to the Contractor. This clause shall not apply to any contracts entered into with another state agency, board, or commission.

35. RECOVERY OF MONEY

Whenever, under this contract, any sum of money shall be recoverable from or payable by the Contractor to the Department, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Department. The rights of the Department are in addition and without prejudice to any other right the Department may have to claim the amount of any loss or damage suffered by the Department on account of the acts or omissions of the Contractor.

36. SEVERABILITY

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision and to this end, the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

37. WAIVER

No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults. Failure by the Department at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Department to enforce any provision at any time in accordance with its terms.

38. STATE PROPERTY

The Contractor will be responsible for the proper custody and care of any State-owned or State-leased property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the Department for any loss or damage, normal wear and tear excepted.

39. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Department to create a condition that threatens the health, safety, or welfare of the general public, the Department, its property, or its employees, or for whom the contracted services are to be rendered, the Contractor shall, on being notified by the Department, immediately correct the deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Department shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

40. ANTI-ASSIGNMENT/SUBCONTRACTING

The Contractor acknowledges that it was selected by the Department to perform the services required hereunder based, in part, upon the Contractor's skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this contract in whole or in part without the prior written consent of the Department, which the Department may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be null and void. No such approval by the Department of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Department in addition to the total contractual price agreed upon in this contract. Subcontracts shall be subject to the terms and conditions of this contract and to any conditions of approval that the Department may deem necessary. Subject to the foregoing, this contract shall be binding upon the respective successors and assigns of the parties.

41. THIRD PARTY ACTION NOTIFICATION

The Contractor shall give the Department prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this contract.

42. NOTICES

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

For the Contractor: Name: Chief Malcolm Alexander
 Title: Fire Chief
 Organization: Jackson Fire Department
 Street Address: 555 South West Street
 City, State, Zip: Jackson, MS 39201

For the Department: Name: Victor D. Sutton, PhD., MPPA
 Title: Office Director
 Agency: Mississippi State Department of Health
 Street Address: P.O. Box 1700
 City, State, Zip: Jackson, MS 39216-1700

43. Other terms of this contract are as follows:

44. A. Official Signatures for the contract on behalf of the Department are as follows:

_____	_____
Program Director/Originator	Date
_____	_____
Office Director/District Health Officer/District Administrator, or Designee	Date
_____	_____
Director of Health Administration/Chief Administrative Officer	Date

B. Official Signatures for the contract on behalf of the Contractor are as follows:

_____	_____
Contractor's Signature and Title	Date
_____	_____
Contractor's Signature and Title (if applicable)	Date

ATTACHMENT B: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

N/A

2. Are any Members of the Governing Body or Project Staff also MSDH employees?

Check one, only: YES NO

3. If Yes, please list the name of the MSDH employee(s) and the position held within the MSDH.

N/A

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of MSDH Employees?

Check one, only: YES NO

5. If Yes, List the Name and Relationship to the MSDH employee:

N/A

6. List all other current contracts with MSDH (include \$ amount and contract beginning & ending dates):

N/A

7. Contractor's Signature:

Signature Date

ATTACHMENT C: ADDITIONAL CONTRACTUAL TERMS
(Use additional pages, as necessary)

The Fire Academy for Kids Program is designed to acquaint children with the fire service and provide them with basic fire safety education. Over the course of five days, children will be taught all about firefighting through classroom lectures and activities at the fire station, videos, and interactive projects as well as hands on job-related activities. The Fire Academy for Kids program will introduce kids, concepts about fire safety prevention. Objectives will be met using all of the learning domains: cognitive, psychomotor, and affective. This program will introduce kids to facts about fires, fire safety and prevention (cognitive), will help them to develop skills by receiving a "hands-on-approach" (psychomotor), and will change their attitudes, values, and habits about fires (affective).

The Jackson Fire Department will ensure participants:

- Know the role of the firefighter and their protective equipment
- When to call 911 and demonstrate how to report a fire
- How to cool a burn
- Know the importance of a smoke alarm, how to change the battery, maintain the smoke alarm, and use the nuisance button.
- How to crawl low under smoke
- How to stop, drop, cover your face, and roll
- Complete an escape plan
- Provided a home safety check list
- Receive home work

In addition, the Jackson Fire Department will be required to:

1. Conduct pre and post tests to children attending the Fire Academy for Kids programs, which will be provided by the Mississippi State Department of Health.
2. Report all activities no more than 14 days after the contract ends. The report shall include but not limited to:
 - a. An agenda,
 - b. Pictures,
 - c. Pre and post test copies,
 - d. Any handouts,
 - e. Sign-in-sheets, and
 - f. Itemization of how contract monies were spent (Monies cannot be used for salaries/wages and operating expenses).

Department may conduct a site visit to ensure contractor is complying with the terms of this contract.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF JACKSON MS	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ MUNICIPALITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) P.O. BOX 17	Requester's name and address (optional)
	6 City, state, and ZIP code JACKSON, MS 39205-0017	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
6 4 - 6 0 0 0 5 0 3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 05/17/16
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irv9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



STATE OF MISSISSIPPI
RONNIE MUSGROVE, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
ROBERT J. ROHLACK, JR., CEO
EXECUTIVE DIRECTOR

March 31, 2002

Dear Vendor:

The State of Mississippi is updating its vendor files in an effort to capture participation by minority vendors. Please complete the enclosed Minority Vendor Self Certification Form, if you are a vendor who can claim status as a Minority Business Enterprise or a Women Business Enterprise in accordance with the definitions on the back.

Your immediate response is important to us. Please return the form in the enclosed self-addressed envelope. The form may also be faxed to (601) 359-5525. Should you require additional information or need assistance in completing the form, please call the Mississippi Development Authority, Minority Business Enterprise Division at (601) 359-3448.

Sincerely,

Handwritten signature of Gennie Lacy Jones in cursive.

Gennie Lacy Jones
Director
Minority Business Enterprise Division

Sincerely,

Handwritten signature of Gary Anderson in cursive.

Gary Anderson
Executive Director
Mississippi Department of Finance
and Administration

GLJ:GA:dj

Enclosure

MISSISSIPPI MINORITY BUSINESS ENTERPRISE ACT 57-69

MINORITY as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

MINORITY OWNED BUSINESS or MINORITY BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is owned and controlled by one or more individuals or minority business enterprises, at least seventy-five (75%) of whom are resident citizens of the State of Mississippi.

OWNED AND CONTROLLED as used in this provision means a business in which one or more minorities or minority business enterprises that owns and controls at least 51%, or in the case of a corporation at least 51% of the voting stock and control the management and daily business operations of the business.

SMALL BUSINESS ACT 15 USCS, SECTION 637 (a)

For the purposes of this provision, the term socially and economically disadvantaged small business concern means any small business concern which is at least 51% unconditionally owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least 51% of the stock is unconditionally owned by one or more socially and economically disadvantaged individuals, and the management and daily business operations of such small business concern are controlled by one or more socially and economically disadvantaged individuals.

SOCIALLY DISADVANTAGED as used in this provision means individuals who have been subjected to racial and ethnic prejudice or cultural bias because of their identity as members of group and without regard to their individual qualities.

ECONOMICALLY DISADVANTAGED as used in this provision means individuals who are socially disadvantaged whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities the Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individual. In determining the economic disadvantage of an Indian tribe, the Administration shall consider, where available, information such as the following: the per capita income of members of the tribe excluding judgment awards, the percentage of the local Indian population below the poverty level, and the tribes access to capital markets.

WOMEN OWNED BUSINESS or WOMEN BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is at least 51% owned by one or more women; and whose management and daily business operations are controlled by one or more women or women business enterprises.

To view the above mentioned Acts in their entirety log onto www.mississippi.org and www.4.law.cornell.edu

OFFICE OF THE CITY ATTORNEY
Case 23-2016

ORDER ACCEPTING CHANGE ORDER NUMBER 3 / FINAL TO THE CONTRACT OF C. PERRY BUILDERS, INC. FOR THE JATLAN ADMINISTRATION AND MAINTENANCE HEADQUARTERS, CITY PROJECT NO. 5AA7001. (WARD 5)

WHEREAS, on April 5, 2011, the City of Jackson accepted the bid of C. Perry Builders, Inc., in the amount of \$6,800,000.00, for the JATLAN Administrative and Maintenance Facility, City Project No. 5AA7001 and authorized the Mayor to execute a construction contract for the Project; and

WHEREAS, Change Order No. 1 was executed by the City on December 30, 2013, in the amount of \$3,059,043.79, resulting in a total contract amount of \$9,859,043.79; and

WHEREAS, Change Order No. 2 was executed by the City on August 11, 2015, in the amount of \$486,798.39, resulting in a total contract amount of \$10,345,842.18; and

WHEREAS, C. Perry Builders, Inc. has reached substantial completion on the work as amended by Change Order No. 2 and the surety, International Fidelity Insurance Company, Brady K. Cox, Attorney-in-Fact, has consented to the release of retainage; and

WHEREAS, funding is available for this change order within the existing appropriation of General Fund; and

IT IS, THEREFORE, ORDERED that Change Order Number 3/Final to the Agreement with C. Perry Builders, Inc. for the JATLAN Administrative and Maintenance Facility, decreasing the contract amount by the remaining contingency balance of \$6,511.83 to a final contract amount of \$10,339,330.35, is authorized.

IT IS FURTHER ORDERED that the Change Order No. 3/Final remaining retainage withheld should be released to C. Perry Builders, Inc., in the amount of \$33,816.40, and that the City Clerk publish Notice of Completion of the JATLAN Administration and Maintenance Headquarters, City Project No. 5AA7001.

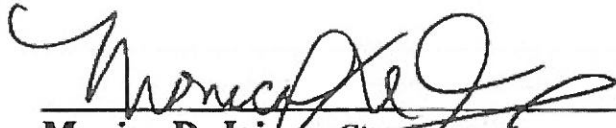
AGENDA: 15
BY: POWELL, JEFFERSON, YARBER

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 CHANGE ORDER NUMBER 3 / FINAL TO THE CONTRACT OF C. PERRY BUILDERS, INC. FOR THE JATRAM ADMINISTRATION AND MAINTENANCE HEADQUARTERS, CITY PROJECT NO. 5AA7001 is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, City Attorney
Nakesha Watkins, Legal Counsel *Nmw*



DATE

OFFICE OF THE CITY ATTORNEY
CD
MAY 23, 2016
Nmw



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Tony T. Yarber
From: Kishia L. Powell, Director *KP 5-13-16*
Date: May 3, 2016

Agenda Item: Change Order #3 / Final
City Project #: 5AA7001
Council Meeting: Regular Council Meeting, 31 May, 2016
Contractor: C. Perry Builders, inc.

Purpose: Construction of new JATRAN Administration and Maintenance Headquarters, Change Order No 3/ Final
Cost: \$10,339,330.35 ending contract amount
Project/Contract Type: Construction
Funding Source: General Fund 187-56530A70019026485
Schedule/Time: Complete
DPW Manager: Charles Williams Jr., PE, PhD/Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda for accepting Change Order No 3 / Final to the construction contract of C Perry Builders, Inc. for the new JATRAN Administration and Maintenance Headquarters facility.

The City entered into a construction contract with the C Perry Builders, Inc. April 2011 in the amount of \$6,800,000.00 for construction of the new facility.

Change Order No 1, was executed by the City on December 30, 2013, in the amount of \$3,059,043.79, resulting in a contract value of \$9,859,043.79.

Change Order No 2, was executed by the City on August 11, 2015, in the amount of \$486,798.39, resulting in a total contract amount of \$10,345,842.18 to Substantial Completion



**City of Jackson
Department of Public Works**

This Change Order Number 3/ Final to the Agreement with C Perry Builders, Inc. is for decreasing the contract amount by the remaining contingency balance of \$6,511.83 to a final contract amount of \$10,339,330.35 and release of retainer in the amount of \$33,816.40.

Funding is available for this change order within the existing appropriation of General Fund

The Departments of Public Works and Planning and Development recommends accepting this final change order and release of retainer.

Talking Points:

- Original Contract - April 2011 in the amount of \$6,800,000.00
- Change Order No 1 - December 30, 2013, in the amount of \$3,059,043.79, new contract value of \$9,859,043.79.
- Change Order No 2 - August 11, 2015, in the amount of \$486,798.39, new contract amount of \$10,345,842.18 .
- Substantial Completion achieved on work of Change Order No 2.
- Change Order Number 3/ Final to decrease the contract amount by the remaining contingency balance of \$6,511.83 to a final contract amount of \$10,339,330.35
- Release of retainer in the amount of \$33,816.40.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/3/2016

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING CHANGE ORDER NUMBER 3 / FINAL TO THE CONTRACT OF C PERRY BUILDERS, INC. FOR THE JATRAN ADMINISTRATION AND MAINTENANCE HEADQUARTERS, CITY PROJECT NO. 5AA7001
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	JATRAN operations, users of JATRAN and businesses along the Highway 80 Corridor
4.	Benefits	Completion of the construction project to benefit Jatran users, improve maintenance and operations of the Jatran System. Improve the business corridor along Highway 80.
5.	Schedule (beginning date)	Upon approval by the City
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	5 No Southeast corner of the intersection of Highway 80 and Valley Street
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division
8.	COST	Change Order Number 3/Final to the Agreement with C Perry Builders, Inc. for the JATRAN Administrative and Maintenance Facility in an amount of \$33,816.40 for release of retainer is accepted, resulting in a revised contract price of \$10,359,330.35. for the JATRAN Administration and Maintenance Headquarters, Project No. 5AA7001.
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	187-56530A70019026485 \$33,816.40
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Office of the City Attorney Legal Department

THIS COVER SHEET TO REMAIN WITH DOCUMENT AT ALL TIMES

(DATE) 5-4-2016 BY: (NAME) Lloyd Keller (PRINT NAME)

FROM: (CITY DEPT. OR COMPANY NAME) ENGINEERING PHONE: 601-960-1651

FOR REVIEW AND/OR SIGNATURE BY: Nakesha Watkins [ATTORNEY'S NAME]

AGENDA ITEM YES NO

Items have to be in the Legal Department by 5:00 p.m. on the Thursday before the Wednesday 3:00 p.m. deadline by which they are to be in the City Clerk's Office. Anyone delivering agenda items after Thursday at 5:00 p.m. prior to the Wednesday they are due in the City Clerk's office will have to get (written) approval of the Mayor prior to the item being processed in the Legal Department. If the Mayor's approval does not accompany the agenda item it will be processed for the next regularly scheduled City Council Meeting.

ORDER / RESOLUTION / FOR CITY COUNCIL (RED FOLDERS):

ORDER ACCEPTING CHANGE ORDER NUMBER
3/FINAL TO THE CONTRACT OF C. PERRY BUILDERS, INC. FOR THE JATRAN ADMINISTRATION & MAINTENANCE
HEADQUARTERS IN AN AMOUNT OF \$33,816.40 FOR RELEASE OF RETAINER IS ACCEPTED, RESULTING IN A
REVISED CONTRACT PRICE OF \$10,359,330.35 - CITY PROJECT NO. 5AA7001 (WARD 5)

CONTRACTS, LEASE AGREEMENTS, ETC. (BLUE FOLDERS):

OTHER DESCRIPTION:

RECEIVED RECEIVED
MAY 18 2016
OFFICE OF THE CITY ATTORNEY
OFFICE OF THE CITY ATTORNEY
MAY 11 2016

Attorney's Notes/Comments:

Director must sign knowing memo - Place in Red folder
Ready for legal sufficiency 5/19/16 mmw

Picked Up/Recv'd By: _____ DATE _____

Logged in 5/11/2016 to _____ / NW Logged in
by: mmw (Date) (Initial Reviewer) (Assigned Attorney)

Logged out: _____ Logged out to: _____
(Date)

ONLY FOR OFFICE USE

**ORDER AUTHORIZING PAYMENT TO THOMPSON PUMP FOR
FLOOD WATER PUMP RENTAL AT THE FORTIFICATION STREET
LEVEE (WARD 7)**

WHEREAS, the Pearl River experienced a flood event on March 12, 2016, which resulted in flood water backing up into the storm drain system on East River Place and could cause shallow street flooding resulting in businesses being inaccessible; and

WHEREAS, on March 12, 2016, the Rankin Hinds Pearl River Flood and Drainage Control District (the "levee board") requested that the City assist the pumping station behind the Downtown YMCA by pumping backwater over the levee into the flooded Pearl River; and

WHEREAS, the rental of pumps continued until March 17, 2016, due to inclement weather after flood waters started to recede; and

WHEREAS, the cost of the flood water pump rental for the period of March 12, 2016, to March 17, 2016, is \$3,594.48.

IT IS, THEREFORE, ORDERED that payment in the amount of \$3,594.48 to Thompson Pump for the rental of a flood water pump from March 12 to March 17, 2016 is authorized.

ITEM#: _____

AGENDA: _____

BY: POWELL, CARTER, MILEY, YARBER

OFFICE OF THE CITY ATTORNEY
Carter Miley Yarbber

16

Department of Public Works



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

Tony Yarber
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Tony T Yarber
From: Kishia L. Powell, P.E., Director *VP 4.28.16*
Subject: Agenda Item for City Council Meeting
Date: April 4, 2016

Attached you will find an agenda item requesting authorization for payment to Thompson Pump for rental of flood water pumps at the Fortification Street levee (Ward 7).

The Pearl River experienced a flood event on March 12, 2016, which resulted in flood water backing up into the storm drain system on East River Place and could cause shallow street flooding resulting in businesses being inaccessible. The agenda item requests authorization for payment of \$3,594.48, which is payment for the rental period of March 12 to March 17, 2016.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



**City of Jackson
Department of Public Works**

Council Agenda Item Brief

Agenda Item: April 19,2016
Item #: TBA
Council Meeting: Regular Council Meeting,
Consultant/Contractor: Thompson Pump
EBO: N/A
Purpose: The Rankin Hinds Pearl River Flood and Drainage Control District (the "levee board ") requested that the city assist the pumping station behind the Down Town YMCA

Cost: Cost \$3,594.48
Project/Contract Type: Rental Service
Funding Source: Water Maintenance Fund 31 522106514
Schedule/Time: March 12, 2015
DPW Manager: Bill Miley

Background: The Rankin Hinds Pearl River Flood and Drainage Control District (the "levee board ") requested that the city assist the pumping station behind the Down Town YMCA

Estimated Fees: Bid amount: \$3,594.48

EBO Compliance Details: N/A

Talking Points

- Pearl River experienced a flood event in March 12, 2016 which resulted in flood water backing up into the storm drain system on East River Place could cause shallow street flooding resulting in businesses being inaccessible; and

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 12, 2016

DATE

OFFICE OF THE CITY ATTORNEY
CITY OF JACKSONVILLE
1000 ALA ST
JACKSONVILLE, FL 32202

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order authorizing payment to Thompson Pump for rental of flood water pump at the Fortification Street levee.					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6,7					
3.	Who will be affected	Property owners on East River Place and Old River Place					
4.	Benefits	Rental of a flood water pump to assist the levee pumping station in pumping back water flood water over the levee into the flooded Pearl River					
5.	Schedule (beginning date)	Work completed during the March 12, 2015 flood. Payment upon approval by the City Council					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 (East River Place)					
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Water/Sewer Division					
8.	COST	3594.48					
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water/Sewer Fund (031 52210 6514)					
10.	EBO participation	ABE _____%	WAIVER	yes ___	no ___	N/A _____	
		AABE _____%	WAIVER	yes ___	no ___	N/A _____	
		WBE _____%	WAIVER	yes ___	no ___	N/A _____	
		HBE _____%	WAIVER	yes ___	no ___	N/A _____	
		NABE _____%	WAIVER	yes ___	no ___	N/A _____	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
Uma...
Jelle...
nmw

This ORDER AUTHORIZING PAYMENT TO THOMPSON PUMP FOR FLOOD WATER PUMP RENTAL AT THE FORTIFICATION STREET LEVEE (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*

Nakesha Watkins, *Legal Counsel* nmw

5/11/16

DATE

OFFICE OF THE CITY ATTORNEY
CMA No. 23, 2016
rmmw

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. [ALL WARDS]

WHEREAS, the Traffic Section in the Infrastructure Management Division of the Public Works Department desires to enter a 48-month rental agreement of a copier machine; and

WHEREAS, Advantage Business Systems - 5442 Executive Place, Jackson, MS 39206, provides through state contract 5-600-13963 the following; and

WHEREAS, Advantage Business Systems office is located in the City of Jackson; and

WHEREAS, it is the recommendation of the Department of Public Works that this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with the Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub 364e copier at a cost of \$137.00 per month and maintenance at a cost of \$23.70 per month, which includes 3,000 black and white copies, labor, parts, toner and drum, and overages billed at \$0.0079.

#17

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

OFFICE OF THE CITY ATTORNEY
 May 31, 2016
 May 22, 2016
 now

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR DIGITAL IMAGING SYSTEMS WITH MAINTENANCE, TO BE USED IN THE TRAFFIC SECTION OF THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE PUBLIC WORKS DEPARTMENT. [ALL WARDS]
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This printer allows the Traffic Section to produce various types of documents required for the office to perform its intended functions.
3.	Who will be affected	Traffic Section in the Infrastructure Management Division
4.	Benefits	Improved quality of documents and productivity in completing tasks of repairing and replacing damaged regulatory signs, street name signs, manufacturing regulatory signs, striping City streets, and repairing malfunctioning traffic signals.
5.	Schedule (beginning date)	Upon expiration of current copier contract
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Michael Avalon (Traffic Section)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Traffic Section / Infrastructure Management Division / Public Works Department
8.	COST	\$137.00 per month to include 3000 b/w copies with overages billed @ \$0.0079 and a maintenance fee of \$23.70 for labor, parts, toner and drum.
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund – 001.448.10.6514
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___



**City of Jackson
Department of Public Works**

To: Honorable Mayor Tony T. Yarber
City Hall

From: Kishia L. Powell, P.E., Director
Department of Public Works

4/5.16.16

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR DIGITAL IMAGING SYSTEMS WITH MAINTENANCE, TO BE USED IN THE TRAFFIC SECTION IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE PUBLIC WORKS DEPARTMENT. [ALL WARDS]

Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: Advantage Business Systems
EBO: N/A
Purpose: This printer allows the Traffic Section to produce various types of documents required for the office to perform its intended functions.
Cost: \$137.00 per month to include 3000 b/w copies with overages billed @ \$0.0079 and a maintenance fee of \$23.70 for labor, parts, toner and drum.

Project/Contract Type: copier
Funding Source: General Fund - 001.448.10.6514
Schedule/Time: 48 months (4 years)
DPW Manager: Leroy Lee

Background: The request is for a 48-month rental agreement with Advantage Business Systems for digital imaging systems with maintenance, to be used in the Traffic Section

Estimated Fees: \$137.00/month for 48-months

EBO Compliance Details: N/A

Talking Points: Improved quality of documents and productivity in completing tasks of repairing and replacing damaged regulatory signs, street name signs, manufacturing regulatory signs, striping City streets, and repairing malfunctioning traffic signals.

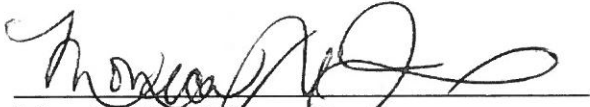
Office of the City Attorney

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
CIVIL 5/23/16
AWW

THIS ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A DIGITAL IMAGING SYSTEM WITH MAINTENANCE TO BE USED IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. [ALL WARDS] is legally sufficient for placement in NOVUS Agenda.

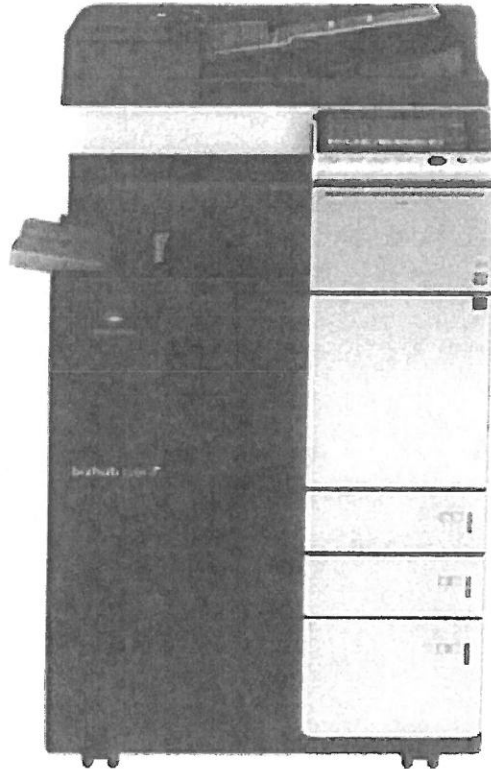


Monica D. Joiner, *City Attorney*

Nakesha Watkins, *Legal Counsel* AWW

5/23/16
DATE

Proposal for: City of Jackson Traffic Engineering



Advantage Business Systems

**5442 Executive Place
Jackson, MS 39206**

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



January 20, 2016

City of Jackson
Traffic Engineering
Hawkins Field-For Ave
Jackson, MS 39213

Enclosed please find the information on the Konica Minolta Bizhub 364e black/white copier. I have put into the Proposal, pricing that is State of MS State Contract Pricing #5-6-13963. I hope these will meet your needs and within your price range.

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

Thanks again for the opportunity,

Sincerely,

A handwritten signature in cursive script that reads "Donna May". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976 by Tom Day. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

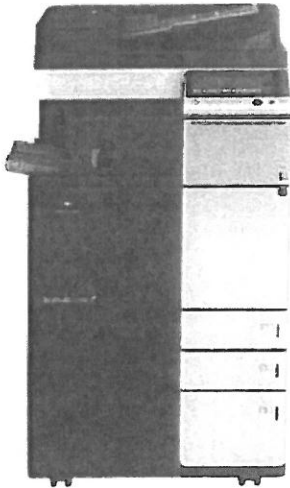
The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The following Minolta Bizhub 364e Digital Color System provides these features:

- 36 ppm b/w
- 100,000 sheet monthly duty cycle
- 100 sheet document feeder
- 1800 x 600dpi scanning
- Warm up time of less than 20 seconds
- 2 X 500 drawers and 150 sheet intelligent bypass
- Polymerized toner system
- Standard and custom paper size support up to 11" x 17"
- 9" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Box Functionality
- Print to/from USB
- PageScope Mobile Print Application (from ipod, iphone, and ipad or Android device)



48 Month Rental: \$137.00

- Bizhub 364e Digital Copier/Printer
- Desk DK510
- Document Feeder DF624
- Staple Finisher with 2/3 hole punch
- Super 3G Fax

Maintenance

Maintenance Program includes:

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

Billed @ \$23.70 and includes 3000 copies per month with overages billed @ .0079
(based on single sided, letter sized image)

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson Traffic Engineering (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor: Advantage Business Systems

For the Customer: City of Jackson Traffic Engineering

Name Donna May

Name Leetha Garrett

Title Account Manager

Title Office Coordinator

Address 5442 Executive Place

Address Hawkins Field-Ford Ave

City, State, & Zip Code Jackson, MS 39206

City, State, & Zip Code Jackson, MS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor:

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

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

Customer:

By: _____
Authorized Signature

Printed Name: _____

Title: _____

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

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

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson-Traffic Engineering

Bill to Address: P O Box 17
Jackson, MS 39205

Ship to Address: Hawkins Field-Ford Ave.
Jackson, MS

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Konica Minolta Bizhub 364e DF624, FK511, DK510, FS534, PK520 (Doc feeder, fax, desk, finisher, punch)	\$137.00

Delivery Schedule and Installation Date: 6/30/16

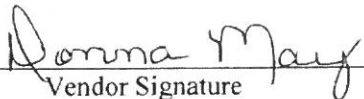
Rental Term: (Number of Months) 48

Start Date: 6/30/16

End Date: 6/29/20

Modifications: Maintenance billed @ \$23.70 to include 3000 b/w copies with overages billed

@ .0079.


Vendor Signature

Customer Signature

OFFICE OF THE CITY ATTORNEY
4/10/16 2:30 PM
2016
MMW

ORDER ACCEPTING THE BID OF ROSIE KING FOR TWENTY-FOUR MONTH SALE OF SALVAGED DEFACED/BENT ALUMINUM SIGNS, BENT/TWISTED STEEL POSTS AND VARIOUS OTHER SCRAP IRON. (BID NO. 00190-040516) [ALL WARDS]

WHEREAS, sealed term bids for twenty-four month sale of salvaged defaced/bent aluminum signs, bent/twisted steel posts and various other scrap iron were opened April 05, 2016, and two (2) bids were received; and

WHEREAS, the Department of Public Works, Infrastructure Management Division, Traffic Engineering Section will sell these salvaged items; and

WHEREAS, the staff of the Department of Public Works, Infrastructure Management Division, Traffic Engineering Section has received all bids submitted and recommends that the governing authorities deem the term bid submitted by Rosie King, 5120 Queen Eleanor Lane, Jackson, MS 39209, received April 05, 2016, as the best bid for the respective items, as follows:

Rosie King, 5120 Queen Eleanor Lane, Jackson, MS 39209, (601) 922-6743

SECTION 1 & 2 – Galvanized Steel Traffic Sign Posts

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Bent/Twisted Steel U-Channel Posts	\$.10/lb.
2	Bent/Twisted Steel Round Posts	\$.10/lb.

SECTION 3 & 4 – Aluminum Traffic Signs

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Flat Aluminum Sign Blanks	\$.45/lb.
2	Extruded Aluminum Sign Blanks	\$.45/lb.

SECTION 5 – Traffic Signal Electrical Cable

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	1 conductor 6 gauge	\$1.75/lb.
2	1 conductor 8 gauge	\$1.75/lb.
3	7 conductor 14 gauge	\$1.75/lb.

SECTION 6 – Scrap Steel and Iron

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Steel and Iron	\$.13/lb.

#18

OFFICE OF THE CITY ATTORNEY
Me
2014
(MS)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents with Rosie King, 5120 Queen Eleanor Lane, Jackson, MS 39209, for a twenty-four month sale of salvaged defaced/bent aluminum signs, bent/twisted steel posts and various other scrap iron; and

IT IS FURTHER ORDERED that the Mayor is authorized to accept payment from Rosie King, 5120 Queen Eleanor Lane, Jackson, MS 39209, and deposit those funds in the General Revenue Fund.

Rosie King, 5120 Queen Eleanor Lane, Jackson, MS 39209, (601) 922-6743

SECTION 1 & 2 – Galvanized Steel Traffic Sign Posts

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Bent/Twisted Steel U-Channel Posts	\$.10/lb.
2	Bent/Twisted Steel Round Posts	\$.10/lb.

SECTION 3 & 4 – Aluminum Traffic Signs

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Flat Aluminum Sign Blanks	\$.45/lb.
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SECTION 5 – Traffic Signal Electrical Cable

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	1 conductor 6 gauge	\$1.75/lb.
2	1 conductor 8 gauge	\$1.75/lb.
3	7 conductor 14 gauge	\$1.75/lb.

SECTION 6 – Scrap Steel and Iron

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Steel and Iron	\$.13/lb.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

OFFICE OF THE CITY ATTORNEY
Chex
 5-11-16 23, 2016
 DATE *(UMD)*

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF ROSIE KING FOR TWENTY-FOUR MONTH SALE OF SALVAGED DEFACED/BENT ALUMINUM SIGNS, BENT/TWISTED STEEL POSTS AND VARIOUS OTHER SCRAP IRON. (BID NO. 00190-040516) [ALL WARDS]																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 7. Quality of Life																																													
3.	Who will be affected	Traffic Engineering Section and Garage Facilities																																													
4.	Benefits	This salvaged defaced/bent aluminum signs, bent/twisted steel posts and various other scrap iron will allow Traffic Engineering to clear up storage space and sale used materials for profit.																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
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	The company receiving this term bid pays the City of Jackson for salvaged metals; therefore, there is no cost to the City.																																													
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Revenue generated will be deposited in account # 001.448.50.5628																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**City of Jackson
Department of Public Works**

To: Honorable Mayor Tony T. Yarber
City Hall

From: Kishia L. Powell, P.E., Director *KLP 6.16.16*
Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: ORDER ACCEPTING THE BID OF ROSIE KING FOR TWENTY-FOUR MONTH SALE OF SALVAGED DEFACED/BENT ALUMINUM SIGNS, BENT/TWISTED STEEL POSTS AND VARIOUS OTHER SCRAP IRON. (BID NO. 00190-040516) [ALL WARDS]

Item #: TBD
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: Rosie King
EBO: In compliance
Purpose: To sell salvaged items at the best price
Cost: estimated revenue \$300
Project/Contract Type: Term Bid, 24-Month Sale of Salvaged Defaced/Bent Aluminum Signs, Bent/Twisted Steel Posts and Various Other Scrap Iron
Funding Source: Revenue generated will be deposited in account # 001.448.50.5628
Schedule/Time: 24-month term
DPW Manager: Leroy Lee

Background: Traffic Engineering has sold salvaged defaced/bent aluminum signs, bent/twisted steel posts and various other scrap iron to clean storage area and generate revenue

Estimated Revenue: \$300
EBO Compliance Details: In compliance

Talking Points:

- This salvaged defaced/bent aluminum signs, bent/twisted steel posts and various other scrap iron will allow Traffic Engineering to clear up storage space and sale used materials for profit.



MEMORANDUM INFRASTRUCTURE MANAGEMENT DIVISION

TO: Honorable Mayor Tony T. Yarber
City Hall

FROM: Kishia L. Powell, PE, Director *AP 5.16.16*
Department of Public Works

DATE: May 11, 2016

RE: Bid for: Twenty-Four Month Sale of Salvaged Defaced/Bent
Aluminum Signs, Bent/Twisted Steel Posts and Various Other
Scrap Iron
Bid No.: 00190-040516 - Opened: April 05, 2016
Term: June 01, 2016 through May 31, 2018

The Traffic Engineering Division recommends for term bid 00190-040516 – Twenty-Four Month Sale of Salvaged Defaced/Bent Aluminum Signs, Bent/Twisted Steel Posts and Various Other Scrap Iron be awarded to the following company as the best and lowest bid received:

TO: **Rosie King**
5120 Queen Eleanor
Jackson, MS 39209
5120 Queen Eleanor
Jackson, MS 39209
Rosie King
601-922-6743

SECTION 1 & 2 – Galvanized Steel Traffic Sign Posts

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Bent/Twisted Steel U-Channel Posts	\$.10/lb.
2	Bent/Twisted Steel Round Posts	\$.10/lb.

SECTION 3 & 4 – Aluminum Traffic Signs

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Flat Aluminum Sign Blanks	\$.45/lb.
2	Extruded Aluminum Sign Blanks	\$.45/lb.

SECTION 5 – Traffic Signal Electrical Cable

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	1 conductor 6 gauge	\$1.75/lb.
2	1 conductor 8 gauge	\$1.75/lb.
3	7 conductor 14 gauge	\$1.75/lb.

SECTION 6 – Scrap Steel and Iron


<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Steel and Iron	\$.13/lb.

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 ROSIE KING FOR TWENTY-FOUR MONTH SALE OF SALVAGED DEFACED/BENT ALUMINUM SIGNS, BENT/TWISTED STEEL POSTS AND VARIOUS OTHER SCRAP IRON. (BID NO. 00190-040516) [ALL WARDS] is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*
Nakesha Watkins, *Legal Counsel* NMW



DATE

OFFICE OF THE CITY ATTORNEY
May 23 2016
NMW

**TABULATION OF BIDS RECEIVED ON TWENTY-FOUR-MONTH SALE OF SALVAGED DEFACED/BENT ALUMINUM SIGNS,
BENT/TWISTED STEEL POSTS AND VARIOUS OTHER SCRAP IRON**

TERM: JUNE 01, 2016 THROUGH MAY 31, 2018

BID NO. 00190-040516

ADVERTISED: MARCH 3 & 10, 2016

OPENED: APRIL 5, 2016

**TRAFFIC ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS**

ACCOUNT: COLLECTIONS DEPOSIT INTO GENERAL FUND

SECTION 1 & 2 – GALVANIZED STEEL TRAFFIC SIGN POSTS			
ITEM	EST. QTY.	DESCRIPTION	UNIT PRICE PER POUND
		Rosie King 5120 Queen Eleanor Lane Jackson, MS 39209 5120 Queen Eleanor Lane Jackson, MS 39209 Rosie King (601) 922-6743	Tri Miss Services Inc. 416 W. Woodrow Wilson Ave Jackson, MS 39213 416 W. Woodrow Wilson Ave Jackson, MS 39213 Jeffery A. Thoman (601) 352-5027 jeffthoman@tri-miss.com
1.	1,000 lbs	Bent/Twisted Steel U-Channel Posts	\$.10/lb.
2.	1,000 lbs	Bent/Twisted Steel Round Posts	\$.10/lb.
			\$.0462
			\$.0462
SECTION 3 & 4 – ALUMINUM TRAFFIC SIGNS			
ITEM	EST. QTY.	DESCRIPTION	UNIT PRICE PER POUND
1.	1,500 lbs	Flat Aluminum Sign Blanks	\$.45/lb
2.	1,500 lbs	Extruded Aluminum Sign Blanks	\$.45/lb
			\$.4176
			\$.4176

SECTION 5 – TRAFFIC SIGNAL ELECTRICAL CABLE			
ITEM	EST. QTY.	DESCRIPTION	UNIT PRICE PER POUND
1.	200 feet	1 conductor 6 gauge	\$1.176
2.	200 feet	1 conductor 8 gauge	\$1.016
3.	2000 feet	7 conductor 14 gauge	\$.6125
SECTION 6 – SCRAP STEEL AND IRON			
ITEM	EST. QTY.	DESCRIPTION	UNIT PRICE PER POUND
1.	1,500 lbs	Steel and Iron	\$.0462
Delivery:			
Bid valid for:			N/A
EBO Plan Application:			60 days
			Included

Tri Miss Services Inc.
 416 W. Woodrow Wilson Ave
 Jackson, MS 39213
 416 W. Woodrow Wilson Ave
 Jackson, MS 39213
 Jeffery A. Thoman
 (601) 352-5027

Rosie King
 5120 Queen Eleanor Lane
 Jackson, MS 39209
 5120 Queen Eleanor Lane
 Jackson, MS 39209
 Rosie King
 (601) 922-6743

CITY OF JACKSON, MISSISSIPPI
PROPOSAL FORM

PLEASE RETURN THIS SECTION IN ITS ENTIRETY

NOTICE TO BIDDERS:

FOR DELIVERY OR MAILING INSTRUCTIONS:

- 1. Submit one (1) original and two (2) copies of your Bid Package.
- 2. MAILING ADDRESS: City Clerk's Office of Jackson
Post Office Box 17
Jackson, MS 39205
- 3. DELIVERY ADDRESS: City Clerk's Office of Jackson
219 South President Street
Jackson, MS 39205
- 4. Note the following on the outside of your envelope:
"Bid No. 00190-040516, to be opened April 5, 2016"

In accordance with your Notice of March 3 & 10, 2016, bid as follows:

Twenty Four-Month Sale of Salvaged Defaced/Bent Aluminum Signs,
Bent/Twisted Steel Posts and Various Other Scrap Iron

Term: June 1, 2016 through May 3, 2018

COMPANY NAME Rosie King

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

The bid is valid for 60 days after bid opening, to make an award or this bid is good for the term of the bid stated, if a term bid. If bid is good for longer than 60 days for an award then state how long this bid is good for

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within _____ days after receipt of your purchase order. "Note all cost must be included in the bid price."

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY

**BID SUBMITTED BY:
PLEASE TYPE OR PRINT:**

Company's Complete Legal Name: Rosie King

Mailing Address: 5120 Queen Eleanor Ln

City: Jackson State: MS Zip Code: 39209

Physical Address, Principal Place of Business: Same

City: _____ State: _____ Zip Code: _____

Name of Person Submitting Proposal: Rosie King

Signature of Person Submitting Proposal: Rosie King (Required)

Date: 3/22/, 2016 E-Mail Address: _____

Telephone No.: 601, 922-6743 Fax No.: 1

****The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO Staff, is available at, (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

**TRAFFIC ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
CITY OF JACKSON, MISSISSIPPI**

Twenty-Four Month Sale of Salvaged Defaced/Bent Aluminum Signs, Traffic Signs, Bent/Twisted Steel Posts and various other Scrap Iron

- Section 0 - General**
- Section 1 – U-Channel Posts**
- Section 2 – Round Posts**
- Section 3 – Flat Aluminum Traffic Signs**
- Section 4 – Extruded Aluminum Traffic Signs**
- Section 5 – Electrical Cable**
- Section 6 – Steel and Iron**

CITY OF JACKSON, MISSISSIPPI
PROPOSAL FORM

Sheet 1 of 2

BID SHEET

NOTE: The quantities specified are not actual quantities proposed for immediate sale, but are simply estimates based upon prior annual quantities of scrap steel post and scrap traffic signs salvaged by the City. Unit prices are requested for all items listed and are to remain in effect for the duration of the term bid.

SECTION 1 & 2 - GALVANIZED STEEL TRAFFIC SIGN POSTS

Item No.	Estimated Quantity	Description	Price Per Pound
1	1,000 lbs	Bent/Twisted Steel U-Channel Posts	\$ <u>.10/lb</u>
2	1,000 lbs	Bent/Twisted Steel Round Posts	\$ <u>.10/lb</u>

SECTION 3 & 4 - ALUMINUM TRAFFIC SIGNS

Item No.	Estimated Quantity	Description	Price Per Pound
1	1,500 lbs	Flat Aluminum Sign Blanks	\$ <u>.45/lb</u>
2	1,500 lbs	Extruded Aluminum Sign Blanks	\$ <u>.45/lb</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

BID SHEET

SECTION 5 – TRAFFIC SIGNAL ELECTRICAL CABLE

Item No.	Estimated Quantity	Description	Price Per Pound
1	200 feet	1 conductor 6 gauge	\$ <u>1.75/lb</u>
2	200 feet	1 conductor 8 gauge	\$ <u>1.75/lb</u>
3	2000 feet	7 conductor 14 gauge	\$ <u>1.75/lb</u>

SECTION 6 – SCRAP STEEL AND IRON

Item No.	Estimated Quantity	Description	Price Per Pound
1	1,500 lbs	Steel and Iron	\$ <u>.13/lb</u>

BID SUBMITTED BY:
PLEASE TYPE OR PRINT:

Company's Complete Legal Name: TRI MISS SERVICES INC

Mailing Address: 416 W Woodrow Wilson Ave

City: JACKSON State: MS Zip Code: 39213

Physical Address, Principal Place of Business: SAME

City: _____ State: _____ Zip Code: _____

Name of Person Submitting Proposal: JEFFERY A THOMAN

Signature of Person Submitting Proposal Jeffery A Thoman
(Required)

Date April 4, 2016 E-Mail Address: jeffthoman@tri-miss.com

Telephone No.: 601 1 352 5027 Fax No.: 601 1 354 7812

****The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO Staff, is available at, (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

CITY OF JACKSON, MISSISSIPPI
PROPOSAL FORM

Sheet 1 of 2

BID SHEET

Bid Number 00190-052014

NOTE: The quantities specified are not actual quantities proposed for immediate sale, but are simply estimates based upon prior annual quantities of scrap steel post and scrap traffic signs salvaged by the City. Unit prices are requested for all items listed and are to remain in effect for the duration of the term bid.

SECTION 1 & 2 - GALVANIZED STEEL TRAFFIC SIGN POSTS

Item No.	Estimated Quantity	Description	Price Per Pound
1	1,000 lbs	Bent/Twisted Steel U-Channel Posts	\$ <u>.0462</u>
2	1,000 lbs	Bent/Twisted Steel Round Posts	\$ <u>.0462</u>

SECTION 3 & 4 - ALUMINUM TRAFFIC SIGNS

Item No.	Estimated Quantity	Description	Price Per Pound
1	1,500 lbs	Flat Aluminum Sign Blanks	\$ <u>.4176</u>
2	1,500 lbs	Extruded Aluminum Sign Blanks	\$ <u>.4176</u>

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

BID SHEET

Bid Number 00190-052014

SECTION 5 – TRAFFIC SIGNAL ELECTRICAL CABLE

Item No.	Estimated Quantity	Description	Price Per Pound
1	200 feet	1 conductor 6 gauge	\$ <u>1.176</u>
2	200 feet	1 conductor 8 gauge	\$ <u>1.016</u>
3	2000 feet	7 conductor 14 gauge	\$ <u>.6125</u>

SECTION 6 – SCRAP STEEL AND IRON

Item No.	Estimated Quantity	Description	Price Per Pound
1	1,500 lbs	Steel and Iron	\$ <u>.0462</u>

**ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT
WITH STANTEC CONSULTING SERVICES, INC., FOR THE EUBANKS
CREEK DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER
16B5000.701. (WARD 7)**

WHEREAS, the Department of Public Works desires to have design engineering services to provide drainage improvements to a section of Eubanks Creek, and replace the existing bridge structure on State Street crossing Eubanks Creek in Fondren, Jackson, Mississippi, Hinds County; and

WHEREAS, Stantec Consulting Services, Inc., a local multi-disciplinary civil engineering firm located in Jackson, Mississippi, submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Stantec Consulting Services, Inc., has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson design engineering services at a cost not to exceed \$387,000.00 for the Eubanks Creek Drainage Improvements; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Stantec Consulting Services, Inc., in the amount not to exceed \$387,000.00, for Eubanks Creek Drainage Improvements, City Project Number 16B5000.701.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Stantec Consulting Services, Inc., in an amount not to exceed \$387,000.00, for the Eubanks Creek Drainage Improvements, City Project Number 16B5000.701 is accepted.

ITEM #

DATE:

BY:

19

POWELL, WILLIAMS, YARBER

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 12, 2016

*City Council Agenda Item 10
 May 23, 2016
 LMM*

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE EUBANKS CREEK DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 16B5000.701. (WARD 7)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	All residents and businesses who travel on State Street																																													
4.	Benefits	Drainage/Bridge Infrastructure																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
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 Engineering Division.																																													
8.	COST	Engineering Design- \$387,000.00																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451356B50007016413																																													
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	___																																							
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**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Tony T. Yarber
From: Kishia L. Powell, Director *4/5.20.16*
Date: May 12, 2016

Agenda Item: Eubanks Creek Drainage Improvements
Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: Stantec Consulting Services, Inc.
EBO Compliance Details:

- ABE: 0%
- AABE: 18.10%
- HBE: 0%
- NABE: N/A
- FBE: 10.24%

Purpose: Drainage Design/Bridge Replacement
Cost: Not to Exceed \$387,000.00
Project/Contract Type: Design
Funding Source: Fund 173 – 1% Sales Tax
Schedule/Time: Completed
DPW Manager: Charles Williams Jr., PE, PhD/Lacey E. Reddix

Background:

Attached, you will find an item for the City Council Agenda to award an engineering design contract with Stantec Consulting Services, Inc., to provide drainage improvements to section of Eubanks Creek and replace the existing bridge structure on State Street. The drainage improvements on Eubanks Creek from State Street to Eagle Avenue will help alleviate flooding on Choctaw Road. The removal and replacement of the existing box bridge will also help with the flooding situation on Eubanks Creek.



**City of Jackson
Department of Public Works**

City engineering staff has reviewed the scope of engineering services prepared by Stantec Consulting Services, Inc. The scope of services will provide engineering design, contract/specifications preparation, and construction plans. The scope of engineering services cost will not exceed \$387,000.00.

It is the recommendation of this office that Stantec Consulting Services, Inc., contract be approved based on their statement of qualifications, and their scope of engineering services at a cost not to exceed \$387,000.00. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Talking Points:

Eubanks Creek Drainage Improvements

- The existing bridge structure is in need of replacement to meet federal bridge guidelines for vehicular bridge structures.
- The existing Eubanks Creek channel lacks capacity to handle high rainfall storm events, and the improvements will increase capacity to reduce the occurrence of flooding
- The City of Jackson has identified funding from the 1% Sales tax to replace the bridge and provide drainage improvements.
- The Engineering Division reviewed submitted SOQ's requested in 2015 from drainage/bridge design consultants.
- The Engineering Division internal selection committee scored the SOQ's, and Stantec Consulting Services, Inc., received the highest point totals.
- The City has approved the scope of services, and the cost of providing these services at a price not to exceed \$387,000.00.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
Cmes 23, 2016
nmw

This ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE EUBANKS CREEK DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 16B5000.701. (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner *City Attorney*

NAKESHA WATKINS, *Legal Counsel*

5/23/16
DATE

**ORDER AUTHORIZING EXECUTION OF THE AGREEMENT
WITH BFI WASTE SERVICES, LLC, DBA, REPUBLIC SERVICES
OF JACKSON FOR WATER TREATMENT SOLIDS HAULING AT
O.B. CURTIS WATER TREATMENT PLANT. (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY
CDD 23-046
WV

WHEREAS, the City of Jackson advertised for Water treatment Solids Hauling, O.B. Curtis Water Treatment Plant proposals on August 6 and 13, 2015; and

WHEREAS, proposals were opened on September 8, 2015, and BFI Waste Services, LLC, dba, Republic Services of Jackson submitted the best proposal; and

WHEREAS, the proposal is for a period of three years with two one-year extension periods; and

WHEREAS, the unit price is \$325.00 per 34 cubic yard truckload for hauling water treatment solids to disposal and beneficial use sites within Hinds, Rankin and Madison Counties, and the revised additional amount for hauling to sites outside of Hinds, Rankin and Madison Counties is \$6.25 per mile.

IT IS, THEREFORE, ORDERED that an agreement with BFI Waste Services, LLC, dba, Republic Services of Jackson is authorized for the hauling of water treatment solids.

ITEM # 20
AGENDA DATE: _____
BY: POWELL, YARBER

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

OFFICE OF THE CITY ATTORNEY
 05/09/16
 DATE May 23, 2016
 RMM

POINTS		COMMENTS																																													
1.	Brief Description	Order authorizing execution of the agreement with BFI Waste Services, LLC d.b.a. Republic Services of Jackson for Water Treatment Solids Handling O.B. Curtis Water Treatment Plant. (ALL WARDS)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Project primarily supports Initiative No.6, but also supports Nos. 4, 5 and 7.																																													
3.	Who will be affected	All users of water produced from City's Surface Water System.																																													
4.	Benefits	Allows solids that are removed from drinking water during treatment to be de-watered at the O.B. Curtis Water Treatment Plant and hauled to beneficial use and disposal sites. This costs much less than sending the solids to the Savanna Street Wastewater Treatment Plant.																																													
5.	Schedule (beginning date)	The work will begin immediately.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All Yes Byram, some of Terry, Jackson, and																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works -Water/Sewer Utilities Division Water Plant Operations Section																																													
8.	COST	\$325.00 per 34 cubic yard truckload of hauling water treatment solids to disposal and beneficial use sites within Hinds, Rankin and Madison Counties with an additional \$6.25 per mile for hauling to sites outside of Hinds, Rankin and Madison. This year's budget is \$202,806.75.																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water/Sewer Enterprise Operations & Maintenance 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> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**City of Jackson
Department of Public Works**

To: Mayor Tony T. Yarber

From: Kishia Powell KP 5.20.16

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING EXECUTION OF THE AGREEMENT WITH BFI WASTE SERVICES, LLC, DBA, REPUBLIC SERVICES OF JACKSON FOR WATER TREATMENT SOLIDS HAULING O.B. CURTIS WATER TREATMENT PLANT. (ALL WARDS) (All Wards)

Item #:

Council Meeting: Regular Council Meeting, May 31, 2016

Consultant/Contractor: BFI Waste Services, LLC, dba, Republic Services of Jackson.

EBO: N/A

Purpose: To Remove and dispose of alum sludge generated by the O. B. Curtis Water Treatment Plant

Cost: \$325.00 per 34 cubic yard truckload of water treatment solids hauled to disposal and beneficial use sites within Hinds, Rankin and Madison Counties, a revised additional amount \$6.25 per mile for hauling to sites outside of Hinds, Rankin and Madison Counties.

Project/Contract Type: N/A

Funding Source: Water/Sewer Fund

Schedule/Time:

DPW Manager:

Background: The City of Jackson's O. B. Curtis Water Treatment Plant produces alum sludge as a bi-product of producing safe drinking water. The sludge must be removed from the plant and disposed at beneficial use sites. Removing the sludge from the plant is necessary to ensure there is capacity to remove impurities from water before distributing it.

Estimated Fees: \$202,806.75

EBO Compliance Details: N/A



**City of Jackson
Department of Public Works**

Talking Points:

Water Treatment Solids Hauling, O.B. Curtis Treatment Plant


- Alum sludge is a bi-product of treating water at the City of Jackson's O. B. Curtis Water Treatment Plant.
- The service for hauling water treatment solids to disposal and beneficial use sites is necessary to continue removing impurities from the raw water.
- Advertised on August 6, 2015
- Advertised on August 13, 2015
- Proposal Opening Date: September 8, 2015
- 2 Proposers submitted proposals.
- BFI Waste Services, LLC d.b.a. Republic Services of Jackson for Water has submitted the best proposal to supply the service.
- The other proposal was submitted by Socrates Garrett Enterprises, Inc.
- Proposals were reviewed and evaluated by the Public Works Department


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 EXECUTION OF AN AGREEMENT WITH BFI WASTE SERVICES, LLC D.B.A. REPUBLIC SERVICES OF JACKSON FOR WATER TREATMENT SOLIDS HAULING AT O.B. CURTIS WATER TREATMENT PLANT. (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, City Attorney
Nakesha Watkins, Legal Counsel 



DATE

**ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT
WITH INFINITY ENGINEERING CONSULTANTS, LLC, FOR THE
HANGING MOSS ROAD WATERLINE IMPROVEMENTS, CITY
PROJECT NUMBER 15B0102. (WARD 2)**

WHEREAS, the Department of Public Works desires to have design engineering services to replace the Hanging Moss Road Waterline, located between Meadow Road and Beasley Road in North Jackson, Hinds County, Mississippi; and

WHEREAS, Infinity Engineering Consultants, LLC, a multi-disciplinary civil engineering firm submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Infinity Engineering Consultants, LLC, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson design engineering services at a cost not to exceed \$147,000.00 for the Hanging Moss Road Waterline Improvements; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Infinity Engineering Consultants, LLC, in the amount of \$147,000.00, for the Hanging Moss Road Waterline Improvements, City Project Number 15B0102.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Infinity Consultants, LLC, in an amount not to exceed \$147,000.00, for the Hanging Moss Road Waterline Improvements, City Project Number 15B0102 is accepted.

ITEM #

DATE:

BY:

21

POWELL, WILLIAMS, REDDIX, YARBER

OFFICE OF THE CITY ATTORNEY
MAY 23 2016
(M)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 12, 2016

CMG
 OFFICE OF THE CITY ATTORNEY
 23.2016
 NADA

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH INFINITY ENGINEERING CONSULTANTS, LLC, FOR THE HANGING MOSS ROAD WATERLINE IMPROVEMENTS, CITY PROJECT NUMBER 15B0102. (WARD 2)				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.				
3.	Who will be affected	All residents and businesses who live on Hanging Moss Road.				
4.	Benefits	Water Infrastructure				
5.	Schedule (beginning date)	When contracts are executed.				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Wards 2.				
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.				
8.	COST	Engineering Design- \$147,000.00				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451355B01022016413				
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Tony T. Yarber, Mayor
From: Kishia L. Powell, Director *PPS.20.16*
Public Works Department
Date: May 12, 2016

Agenda Item: Hanging Moss Road Waterline Improvements
Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: Infinity Engineering Consultants, LLC
EBO Compliance Details:

- ABE: 1.09%
- AABE: 11.9%
- HBE: 0 %
- NABE: N/A
- FBE: 2.07%

Purpose: Water Infrastructure
Cost: Cost \$147,000.00
Project/Contract Type: Design Contract
Funding Source: 1% Sales Tax
Schedule/Time: June 2016
DPW Manager: Charles Williams Jr., PE, PhD/Lacey E. Reddix

Background:

Attached you will find an item for the City Council Agenda to award and engineering design contract with Infinity Engineering Consultants, LLC to replace the waterline on Hanging Moss Road. City engineering staff has reviewed the scope of engineering services prepared by Infinity Engineering Consultants, LLC. The scope of services will provide engineering design, contract/specifications preparation, and construction plans. The scope of engineering services cost will not exceed \$147,000.00.



**City of Jackson
Department of Public Works**

The existing waterline on Hanging Moss Road is in need of upgrading the existing line to an 8" waterline to improve the water distribution capacity. The City solicited advertisements for Statement of Qualifications this summer, and Infinity Engineering Consultants, LLC, was selected based on their firm having the highest evaluation score. The engineering firm will be responsible for designing a new waterline to replace the existing waterline. The new waterline will improve water flow capacity, and decrease interruptions for service due to breaks

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 (601) 960-2091.

Talking Points:

Hanging Moss Road Waterline Replacement

- Replace the existing waterline from a 2 1/4" to an 8" to improve water capacity, and minimize breaks and disruptions in the distribution system.
- Proposed section for replacement on Hanging Moss Road is between Meadow Road and Beasley Road.
- The existing cast iron pipe was installed in the 1960's.
- The new segment being replaced will improve service to residents and businesses on Hanging Moss Road.

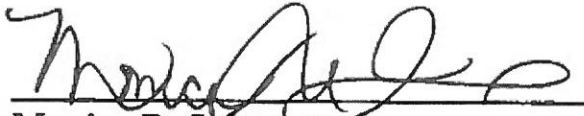
Office of the City Attorney

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
Memo 23
date
nmw

This ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH INFINITY ENGINEERING CONSULTANTS, LLC FOR THE HANGING MOSS ROAD WATERLINE IMPROVEMENTS, CITY PROJECT NUMBER 15B0102. (WARD 2) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner *City Attorney*

NAKESHA WATKINS, *Legal Counsel* 

5/23/16
DATE

OFFICE OF THE CITY ATTORNEY
May 23, 2016
AWW

ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH SOL ENGINEERING SERVICES, INC., FOR THE EUBANKS CREEK TRIBUTARY NO. 6 DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5005. (WARD 3)

WHEREAS, the Department of Public Works desires to have design engineering services to provide drainage improvements to Eubanks Creek Tributary No. 6, located in North Jackson, Mississippi, Hinds County; and

WHEREAS, SOL Engineering Services, Inc., a local multi-disciplinary civil engineering firm located in Jackson, Mississippi, submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, SOL Engineering Services, Inc., has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson design engineering services at a cost not to exceed \$202,100.00 for the Eubanks Creek Tributary No. 6 Drainage Improvements; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with SOL Engineering Services, Inc., in the amount not to exceed \$202,100.00, for Eubanks Creek Tributary No. 6 Drainage Improvements, City Project Number 15B5005.

IT IS, THEREFORE, ORDERED that an engineering services agreement with SOL Engineering Services, Inc., in an amount not to exceed \$202,100.00, for the Eubanks Creek Tributary No. Drainage Improvements, City Project Number 15B5005 is accepted.

ITEM # 22
DATE: _____
BY: **POWELL, WILLIAMS, YARBER**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 13, 2016

OFFICE OF THE CITY ATTORNEY
 CMAA 03-2016
 JMM

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH SOL ENGINEERING SERVICES, INC., FOR THE EUBANKS CREEK TRIBUTARY NO. 6 DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5005. (WARD 3)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6 and 7.																																													
3.	Who will be affected	All residents who are affected by erosion on Eubanks Creek Tributary No. 6.																																													
4.	Benefits	Drainage Improvements																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 3.																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Engineering Design- \$202,100.00																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451355B5005301016413																																													
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ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Tony T. Yarber
From: Charles Williams Jr., PE, PhD, Engineering Manager *GW 5/23/16*
Date: May 13, 2016

Agenda Item: Eubanks Creek Tributary No. 6 Drainage Improvements
Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: SOL Engineering Services, Inc.
EBO Compliance Details:

- ABE: .5%
- AABE: 71.0%
- HBE: 0%
- NABE: N/A
- FBE: 2.0%

Purpose: Drainage Design
Cost: Not to Exceed \$202,100.00
Project/Contract Type: Design
Funding Source: Fund 173 – 1% Sales Tax
Schedule/Time: Completed
DPW Manager: Charles Williams Jr., PE, PhD/Lacey E. Reddix

Background:

Attached, you will find an item for the City Council Agenda to award an engineering design contract with SOL Engineering Services, Inc., to provide drainage improvements to section of Eubanks Creek Tributary No. 6. The drainage improvements on Eubanks Creek Tributary No. 6 will vary from Forest Avenue to Northside Drive. The drainage improvements will help alleviate flooding and erosion issues along the channel.

City engineering staff has reviewed the scope of engineering services prepared by SOL Engineering Services, Inc. The scope of services will provide engineering design,



**City of Jackson
Department of Public Works**

contract/specifications preparation, and construction plans. The scope of engineering services cost will not exceed \$202,100.00.

It is the recommendation of this office that SOL Engineering Services, Inc., contract be approved based on their statement of qualifications, and their scope of engineering services at a cost not to exceed \$202,100.00. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Talking Points:

Eubanks Creek Drainage Improvements

- The existing Eubanks Creek Tributary No. 6 channel lacks capacity to handle high rainfall storm events, and the improvements will increase capacity to reduce the occurrence of flooding
- The City of Jackson has identified funding from the 1% Sales tax to provide drainage improvements.
- The Engineering Division reviewed submitted SOQ's requested in 2015 from drainage design consultants.
- The Engineering Division internal selection committee scored the SOQ's, and SOL Engineering Services, Inc., received the highest point totals.
- The City has approved the scope of services, and the cost of providing these services at a price not to exceed \$202,100.00.
- The limits of the improvements will vary from Forest Avenue to Northside Drive, and design will be performed on areas identified through a Hydrologic & Hydraulic analysis.


Office of the City Attorney


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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
CMG-23-2516
AMW

THIS ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH SOL ENGINEERING, INC., FOR THE EUBANKS CREEK TRIBUTARY NO. 6 DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5005. (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, City Attorney
Nakesha Watkins, Legal Counsel 



DATE

OFFICE OF THE CITY ATTORNEY
C. J. YARBOR
11/20/16

ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH VOLKERT, INC. FOR THE ROBINSON ROAD BRIDGE REPLACEMENT, CITY PROJECT NUMBER 15B4503.401, ER-7288-00(002), LPA/107259-701000. (WARD 4)

WHEREAS, the Robinson Road Bridge was closed to vehicular traffic due to structural deficiencies, and parts of the structure collapsed into Cany Creek after a major storm event in March 2016; and

WHEREAS, representatives from the City of Jackson Department of Public Works, MDOT's LPA Division, and Federal Highway administration inspected the damage after the storm event, and the City of Jackson was notified by FHWA that the bridge would be considered for Emergency Funds to design and replace the existing bridge structure; and

WHEREAS, the Department of Public Works desires to have design engineering services to replace the Robinson Road Bridge crossing Cany Creek, located between Raymond Road and McDowell Road in South Jackson, Hinds County, Mississippi; and

WHEREAS, Volkert, Inc., a local multi-disciplinary civil engineering firm located in the Jackson, Mississippi, Hinds County, was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Volkert, Inc., in the amount of \$167,001.91, for the Robinson Road Bridge Replacement, City Project Number 15B4503.401 ER-7188-00(002), LPA/107259-701000; and

IT IS, THEREFORE, ORDERED that an engineering services agreement with Volkert, Inc., in an amount not to exceed \$167,001.91, for the Robinson Road Bridge Replacement, City Project Number 15B4503.401, ER-7288-00(002), LPA/107259-701000 is accepted.

ITEM # 23
DATE: _____
BY: **POWELL, WILLIAMS, YARBER**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 3, 2016

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH VOLKERT, INC. FOR THE ROBINSON ROAD BRIDGE REPLACEMENT, CITY PROJECT NUMBER 15B4503.401, ER-7288-00(002), LPA/107259-701000. (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 5, 6, and 7			
3.	Who will be affected	All residents who travel on Robinson Road.			
4.	Benefits	Bridge Infrastructure			
5.	Schedule (beginning date)	When contracts are executed.			
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 type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.			
8.	COST	Engineering Design- \$167,001.91			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-45135545034016413			
10.	EBO participation	ABE _____%	WAIVER yes _____ no _____	N/A _____	
		AABE _____%	WAIVER yes _____ no _____	N/A _____	
		WBE _____%	WAIVER yes _____ no _____	N/A _____	
		HBE _____%	WAIVER yes _____ no _____	N/A _____	
		NABE _____%	WAIVER yes _____ no _____	N/A _____	



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Tony T. Yarber
From: Kishia L. Powell, Director *KL 5-11-16*
Date: May 3, 2016

Agenda Item: Robinson Road Bridge Replacement
Item #:
Council Meeting: Regular Council Meeting, May 17, 2016
Consultant/Contractor: Volkert, Inc.
EBO Compliance Details: N/A
Purpose: Bridge Replacement
Cost: Design \$167,001.91
Project/Contract Type: Design/Construction
Funding Source: Fund 173 – 1% Sales Tax
Schedule/Time: June 2016
DPW Manager: Charles Williams Jr., PE, PhD/Lacey E. Reddix

Background:

Attached, you will find an item for the City Council Agenda to award an engineering design contract with Volkert, Inc., to replace the Robinson Road Bridge Replacement. The Robinson Road Street Bridge was built in 1966, and is a concrete/timber bridge structure. The bridge structure is in need of replacement due to age, lack of maintenance, and structural deterioration. The bridge was closed due to structural deficiencies, and the approach slab collapsed during a rainfall event in March 2016. Robinson Road is a vital corridor for residents and businesses accessing McDowell Road and Raymond Road in South Jackson.

City engineering staff has reviewed the scope of engineering services prepared by Volkert, Inc. The scope of services will provide engineering design, contract/specifications preparation, and construction plans. The scope of engineering services cost will not exceed \$167,001.91.



**City of Jackson
Department of Public Works**

It is the recommendation of this office that Volkert, Inc., contract be approved based on their statement of qualifications, and their scope of engineering services at a cost not to exceed \$167,001.91. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Talking Points:

Robinson Road Bridge Replacement

- The existing bridge structure is in need of replacement to meet federal bridge guidelines for vehicular bridge structures.
- The bridge constructed in 1966 is currently a concrete/timber bridge structure that is in need of replacement due to age, and structural deficiencies.
- The bridge has a current sufficiency rating to 13.6 out of 100.
- The bridge structure was inspected by the Mississippi Department of Transportation State Aid Division, and recommendations was forwarded to the City that the bridge structure should be closed in December 2015. The south approach slab collapsed due to a rainfall event in March.
- The bridge was selected for Federal Emergency funds to cover the expenses for design, and construction of a new bridge structure.
- The City of Jackson will be reimbursed for all cost associated with expenditures for design and construction using 1% sales tax funds.
- The Engineering Division reviewed MDOT's master list for bridge consultants, and Volkert, Inc was selected by the City to provide professional engineering design services.
- The City has approved the scope of services, and the cost of providing these services at a price not to exceed \$167,001.91.

Office of the City Attorney

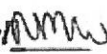
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH VOLKERT, INC FOR THE ROBINSON ROAD BRIDGE REPLACEMENT, CITY PROJECT NUMBER 15B4503,401, ER-7288-00(002), LPA/107259-701000, (WARD 4) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, City Attorney

Nakesha Watkins, Legal Counsel 



DATE

OFFICE OF THE CITY ATTORNEY
23 2016
(LMA)

ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STUART CONSULTING GROUP, INC. FOR THE WOODROW WILSON AVENUE TO ERIE STREET DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5006. (WARD 3)

WHEREAS, the Department of Public Works desires to have design engineering services to improve a section of Town Creek Tributary No. 4 from Woodrow Wilson Avenue to Erie Street, located in West Jackson, Hinds County, Mississippi; and

WHEREAS, Stuart Consulting Group, Inc., a multi-disciplinary civil engineering firm submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Stuart Consulting Group, Inc., has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson design engineering services at a cost not to exceed \$146,000.00 for the Woodrow Wilson Avenue to Erie Street Drainage Improvements; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Stuart Consulting Group, Inc., in the amount of \$146,000.00, for the Woodrow Wilson Avenue to Erie Street Drainage Improvements, City Project Number 15B5006.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Stuart Consulting Group, Inc., in an amount not to exceed \$146,000.00, for the Woodrow Wilson Avenue to Erie Street Drainage Improvements, City Project Number 15B5006 is accepted.

ITEM #

24

DATE:

BY:

POWELL, WILLIAMS, REDDIX, YARBER

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 12, 2016

OFFICE OF THE CITY ATTORNEY
 111 W. 23rd St.
 15000

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STUART CONSULTING GROUP, INC., FOR THE WOODROW WILSON AVENUE TO ERIE STREET DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5006. (WARD 3)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	Who will be affected	All residents and businesses who live on Town Creek Tributary No. 4, from Woodrow Wilson Avenue to Erie Street.																																													
4.	Benefits	Drainage Improvements																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 3.																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Engineering Design- \$146,000.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451355B50063016413																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Tony T. Yarber, Mayor
From: Kishia L. Powell, Director *XP 5.20.16*
Public Works Department
Date: May 12, 2016

Agenda Item: Woodrow Wilson Avenue to Erie Street Drainage Improvements
Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: Stuart Consulting Group, Inc.
EBO Compliance Details:

- ABE: 0%
- AABE: 11.3%
- HBE: 0 %
- NABE: N/A
- FBE: 24.5%

Purpose: Drainage Improvement
Cost: Cost \$146,000.00
Project/Contract Type: Design Contract
Funding Source: 1% Sales Tax
Schedule/Time: June 2016
DPW Manager: Charles Williams Jr., PE, PhD/Lacey E. Reddix

Background:

Attached you will find an item for the City Council Agenda to award an engineering design contract with Stuart Consulting Group, Inc. A portion of the drainage channel known as Town Creek Tributary #4 running from Woodrow Wilson Ave. to Erie St., has been experiencing erosion problems. Stuart Consulting Group (the Engineer) will provide engineering guidance and the necessary Plans and Specifications for improvements to Town Creek Tributary #4 (Woodrow Wilson Ave. to Erie St.). In addition to preparation of plans and specifications, the Engineer will



**City of Jackson
Department of Public Works**

provide services such as hydrologic and hydraulic (H&H) analysis, channel design, construction administration, boundary and topographic surveys of the project area, and a geotechnical soil report. The Engineer will provide guidelines for widening and/or deepening the channel as necessary to maintain the existing channel capacity and to increase erosion control measures.

City engineering staff has reviewed the scope of engineering services prepared by Stuart Consulting Group, Inc. The scope of services will provide engineering design, contract/specifications preparation, and construction plans. The scope of engineering services cost will not exceed \$146,000.00.

The City solicited advertisements for Statement of Qualifications this summer, and Stuart Consulting Group, Inc., was selected based on their firm having the highest evaluation score.

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 (601) 960-2091.

Talking Points:

Woodrow Wilson Avenue to Erie Street Drainage Improvements

- The project limits are from Woodrow Wilson Avenue to Erie Street.
- Town Creek Tributary No. 4 is the name of the channel.
- Stuart Consulting Group will provide surveying, Hydrologic and Hydraulic analysis using HEC-RAS modeling.
- Temporary construction easements will be required.
- Stuart Consulting Group is a multi-disciplinary civil engineering firm with drainage design experience.

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
5/23/16
AMW

This ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH STUART CONSULTING GROUP, INC. FOR THE WOODROW WILSON AVENUE TO ERIE STREET DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 15B5006. (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner *City Attorney*

NAKESHA WATKINS, *Legal Counsel* AMW

5/23/16
DATE

**ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT
WITH Q SOLUTIONS, INC. FOR THE LAWRENCE ROAD WATERLINE
IMPROVEMENTS, CITY PROJECT NUMBER 15B0101. (WARD 3)**

OFFICE OF THE CITY ATTORNEY
CDD 23-2016
(1004)

WHEREAS, the Department of Public Works desires to have design engineering services to replace the Lawrence Road Waterline, located between Manhattan Road and Durfey Street in North Jackson, Hinds County, Mississippi; and

WHEREAS, Q Solution, Inc., a local multi-disciplinary civil engineering firm located in Jackson, Mississippi, submitted its firm's Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Q Solutions, Inc. has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson design engineering services at a cost not to exceed \$159,312.00 for the Lawrence Road Waterline Improvements; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Q Solutions, Inc., in the amount of \$159,312.00, for the Lawrence Road Waterline Improvements, City Project Number 15B0101.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Q Solutions, Inc., in an amount not to exceed \$159,312.00, for the Lawrence Road Waterline Improvements, City Project Number 15B0101 is accepted.

ITEM # 25
DATE: _____
BY: POWELL, WILLIAMS, REDDIX, YARBER

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 11, 2016

OFFICE OF THE CITY ATTORNEY
 COUNCIL 23-2016
 10/10

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH Q SOLUTIONS, INC. FOR THE LAWRENCE ROAD WATERLINE IMPROVEMENTS, CITY PROJECT NUMBER 15B0101. (WARD 3)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6 and 7.																																													
3.	Who will be affected	All residents who live on Lawrence Road																																													
4.	Benefits	Water Infrastructure																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Wards 3.																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Engineering Design- \$158,312.00																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451355B01013016413																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Tony T. Yarber, Mayor
From: Kishia L. Powell, Director *WP 5.20.16*
Public Works Department
Date: May 11, 2016

Agenda Item: Lawrence Road Waterline Improvements
Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: Q Solutions, Inc.
EBO Compliance Details:

- ABE: 28%
- AABE: 13.3%
- HBE: 0 %
- NABE: N/A
- FBE: 1.7%

Purpose: Water Infrastructure
Cost: Cost \$159,312.00
Project/Contract Type: Design Contract
Funding Source: 1% Sales Tax
Schedule/Time: June 2016
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached you will find an item for the City Council Agenda to award and engineering design contract with Q Solutions, Inc., to replace the waterline on Lawrence Road. The design consultant will also evaluate the existing sanitary sewer system, and prepare plans to repave the street after the waterline installation.



**City of Jackson
Department of Public Works**

City engineering staff has reviewed the scope of engineering services prepared by Q Solutions, Inc. The scope of services will provide engineering design, contract/specifications preparation, and construction plans. The scope of engineering services cost will not exceed \$159,312.00.

The existing waterline on Lawrence Road is in critical need of replacement. The City solicited advertisements for Statement of Qualifications this summer, and Q Solutions, Inc., was selected based on their firm having the highest evaluation score. The engineering firm will be responsible for designing a new waterline to replace the existing waterline. The new waterline will improve water flow capacity, and decrease interruptions for service due to breaks

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 (601) 960-2091.

Talking Points:

Lawrence Road Waterline Replacement

- Replace the existing waterline from a 6" to an 8" to improve water capacity, and minimize breaks and disruptions in the distribution system.
- Proposed section for replacement on Lawrence Road is between Manhattan Road and Durfey Street.
- The existing cast iron pipe was installed in the 1950's.
- The new segment being replaced has experienced numerous leaks over the past several years, disrupting service to residents on Lawrence Road
- The street will be repaved after construction.

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 AN ENGINEERING SERVICE AGREEMENT WITH SOLUTIONS, INC. FOR THE LAWRENCE ROAD WATERLINE IMPROVEMENTS, CITY PROJECT NUMBER 15B0101. (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner *City Attorney*

NAKESHA WATKINS, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
May 31, 2016
A. Lee

ORDER AUTHORIZING THE MAYOR TO EXECUTE ESTABLISHMENT OF JUST COMPENSATION AND ALL DOCUMENTS TO CONTINUE WITH RIGHT-OF-WAY ACQUISITION FOR THE WEST COUNTY LINE ROAD/GRANT STREET PROJECT (WARD 2)

WHEREAS, the City of Jackson received a federal allocation for transportation improvements on West County Line Road including intersection improvements at Grant Street; and

WHEREAS, to move forward with construction of this project, the city must acquire right-of-way from residents and business owners within the project limits; and

WHEREAS, Mississippi and federal property acquisition policy statutes and regulations require the making of offers of just compensation to the owners of property being acquired by the City for this project; and

WHEREAS, the City of Jackson, by the Mayor's signature, must authorize compensation amounts before the offer is made; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the establishment of just compensation based on the recommended appraisal for all property being acquired for the West County Line Road/Grant Street project, which is inclusive of all compensable interests.

ITEM # 26

AGENDA DATE: _____

BY POWELL, WILLIAMS, R. LEE, YARBER

OFFICE OF THE CITY ATTORNEY
 CMG 23 296
 DATE 1/20/16

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 18, 2016

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE ESTABLISHMENT OF JUST COMPENSATION AND ALL DOCUMENTS TO CONTINUE WITH RIGHT-OF-WAY ACQUISITION FOR THE WEST COUNTY LINE ROAD/GRANT STREET PROJECT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Property owners, motorists and pedestrians at W County Line Rd & Grant St
4.	Benefits	This authorization will continue the right-of-way acquisition process for West County Line Road and keep the City on schedule for construction.
5.	Schedule (beginning date)	Documents will be submitted after City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 2 (W County Line Rd & Grant St)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division
8.	COST	\$0
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	*This order is only to authorize the offer. Once the offer is accepted, there will be a second order to authorize payment.
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Department of Public Works



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

Tony Yarber
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Tony Yarber

From: Kishia L. Powell, P.E. *KPS.20.14*
Director

Date: May 18, 2016

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute establishment of just compensation documents on the West County Line Road/Grant Street project.

The project intends to relocate about 350 ft of Grant Street to connect directly into the existing traffic signal at the Tougaloo College entrance. This realignment will improve access to the Tougaloo post office. The City will have to acquire two parcels of land and a separate drainage easement for the project.

In accordance with state and federal policies and regulations, the City must appraise proposed right-of-way acquisition and easement acquisitions. The appraisals must then be reviewed by a third party. Afterwards, the Mayor must sign a document establishing the just compensation amount based on the appraisals. This order authorizes the mayor to sign the just compensation documents.

This order does not authorize payment for acquired right-of-way or easements. A follow up agenda to authorize payment will be submitted to Council for consideration at that time.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



**City of Jackson
Department of Public Works**

Council Agenda Item Brief

To: Mayor Tony T. Yarber

From: Kishia L. Powell, P.E. *VP520.16*
Director

Date: May 17, 2016

Agenda Item: **Order authorizing the Mayor to execute establishment of just compensation documents and related documents for the West County Line Road/Grant Street Project**

Item #:

Council Meeting: Regular Council Meeting, May 31, 2016

Consultant/Contractor:

EBO: Not applicable

Purpose: Authorizes the Mayor to sign just compensation documents based on property appraisals.

Cost: \$0

Project/Contract Type: Street realignment

Funding Source: FHWA Earmark (100%)

Schedule/Time: After approval by Council

DPW Manager: C. Williams, R. Lee

Background: As part of the overall plan for West County Line Road in the Tougaloo area, the City is using a \$1 million earmark to realign a 350 ft section of Grant Street at West County Line Road to connect to the existing signal at the Tougaloo College entrance. The change will improve access from West County Line Road to the Tougaloo post office.

Estimated Fees: \$0

EBO Compliance Details: Not applicable

Talking Points: For this item:

- **State & federal regulations require the Mayor to sign a document stating the just compensation amount based on the property appraisal.**
- **The acquisition agent uses the just compensation to make a formal offer for the needed property or easement.**
- **Any proposed compensation must be presented to City Council for order formally authorizing payment.**

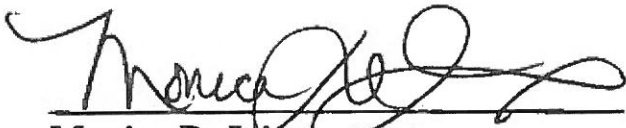
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
MAY 23 2011
MMW

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE ESTABLISHMENT OF A JUST COMPENSATION AND ALL DOCUMENTS TO CONTINUE WITH RIGHT-OF-WAY FOR THE WEST COUNTY LINE ROAD/GRANT STREET PROJECT (WARD 2) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner, *City Attorney*
Nakesha Watkins, *Legal Counsel* MMW

5/23/16

DATE

**ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC. FOR THE MAYES
STREET BRIDGE REPLACEMENT, CITY PROJECT NUMBER
16B4501.701. (WARDS 3 & 7)**

OFFICE OF THE CITY ATTORNEY
May 23 2016

WHEREAS, the Department of Public Works desires to have design engineering services to replace the Mayes Street Bridge crossing CN Railroad, located between Bailey Avenue and West Street in North Jackson, Hinds County, Mississippi; and

WHEREAS, Michael Baker International, Inc., a local multi-disciplinary civil engineering firm located in the Jackson metro area, submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Michael Baker, Inc., has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson design engineering services at a cost not to exceed \$877,507.41 for the Mayes Street Bridge Replacement; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Michael Baker International, Inc., in the amount of \$877,507.41, for the Mayes Street Bridge Replacement, City Project Number 16B4501.701.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Michael Baker, Inc., in an amount not to exceed \$877,507.41, for the Mayes Street Bridge Replacement, City Project Number 16B4501.701 is accepted.

ITEM #

27

DATE:

BY:

POWELL, WILLIAMS, REDDIX, YARBER

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 18, 2016

OFFICE OF THE CITY ATTORNEY
 May 23, 2016
 [Signature]

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR THE MAYES STREET BRIDGE REPLACEMENT, CITY PROJECT NUMBER 16B4507.701. (WARDS 3 & 7)			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7			
3.	Who will be affected	All residents who travel on Mayes Street.			
4.	Benefits	Bridge Infrastructure			
5.	Schedule (beginning date)	When contracts are executed.			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Wards 3 & 7.			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.			
8.	COST	Engineering Design- \$877,507.41			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451356B45017016413			
10.	EBO participation	ABE _____%	WAIVER yes _____ no _____	N/A _____	
		AABE _____%	WAIVER yes _____ no _____	N/A _____	
		WBE _____%	WAIVER yes _____ no _____	N/A _____	
		HBE _____%	WAIVER yes _____ no _____	N/A _____	
		NABE _____%	WAIVER yes _____ no _____	N/A _____	



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Tony T. Yarber
From: Kishia L. Powell, Director 5.20.16
Date: May 18, 2016

Agenda Item: Mayes Street Bridge Replacement
Item #:
Council Meeting: Regular Council Meeting, May 31, 2016
Consultant/Contractor: Michael Baker International, Inc.
EBO Compliance Details:

- ABE: 0%
- AABE: 20.57%
- HBE: 0%
- NABE: N/A
- FBE: 0%

Purpose: Bridge Replacement
Cost: Design \$877,507.41
Project/Contract Type: Design/Construction
Funding Source: Fund 173 – 1% Sales Tax
Schedule/Time: June 2016
DPW Manager: Charles Williams Jr., PE, PhD/Lacey E. Reddix

Background:

Attached, you will find an item for the City Council Agenda to award an engineering design contract with Michael Baker International, Inc., to replace the Mayes Street Bridge Replacement. The Mayes Street Bridge was built in 1969, and is a concrete bridge structure. The bridge structure is in need of replacement due to age, lack of maintenance, and structural deterioration. Mayes Street is a vital corridor for residents and businesses accessing Bailey Avenue or West Street.



**City of Jackson
Department of Public Works**

City engineering staff has reviewed the scope of engineering services prepared by Michael Baker International, Inc. The scope of services will provide engineering design, contract/specifications preparation, and construction plans. The scope of engineering services cost will not exceed \$877,507.41.

It is the recommendation of this office that Michael Baker International, Inc., contract be approved based on their statement of qualifications, and their scope of engineering services at a cost not to exceed \$877,507.41. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Talking Points:

Mayes Street Bridge Replacement

- The existing bridge structure is in need of replacement to meet federal bridge guidelines for vehicular bridge structures.
- The bridge constructed in 1969 is currently a concrete bridge structure that is in need of replacement due to age, and structural deficiencies.
- The bridge has a current sufficiency rating to 48.9 out of 100.
- The bridge structure was inspected by the Mississippi Department of Transportation State Aid Division, and recommendations was forwarded to the City that the bridge structure needed to be replaced or closure would be recommended to ensure the welfare and safety of residents who travel across the bridge daily.
- The City of Jackson has identified funding from the 1% Sales tax to replace the bridge.
- The Engineering Division reviewed submitted SOQ's requested in 2015 from bridge design consultants.
- The Engineering Division internal selection committee scored the SOQ's, and Michael Baker International, Inc., received the highest point totals.
- The City has approved the scope of services, and the cost of providing these services at a price not to exceed \$877,507.41.

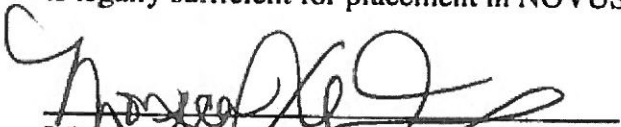
Office of the City Attorney

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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
C. J. ...
5/23/16
N.W.

This ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR THE MAYES STREET BRIDGE REPLACEMENT, CITY PROJECT NUMBER 16B4501.701 (WARDS 3 & 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner City Attorney

NAKESHA WATKINS, Legal Counsel 

5/23/16

DATE

OFFICE OF THE CITY ATTORNEY
Run 5/23/16

ORDER AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AND SUBMIT UNCLAIMED PROPERTY CLAIMS TO THE STATE OF MISSISSIPPI TREASURY DEPARTMENT; TO ACCEPT AND DEPOSIT SAID UNCLAIMED PROPERTY UPON RECEIPT; AND TO ESTABLISH AN AUTHORIZATION TERMINATION DATE

WHEREAS, the Unclaimed Property Division of the State of Mississippi Treasury Department acts as custodian of unclaimed property reported to the State Treasurer and attempts to locate the rightful owners so that they may claim their property; and

WHEREAS, it has been discovered that the City of Jackson, Mississippi, has unclaimed property held by the Unclaimed Property Division; and

WHEREAS, claim forms must be submitted to the Unclaimed Property Division in order to receive the unclaimed property; and

WHEREAS, it is recommended that the Mayor, or his designee, be authorized to complete and submit the necessary claim forms and to accept and deposit the unclaimed property upon receipt.

THEREFORE, IT IS ORDERED that the Mayor, or his designee, is authorized to execute and to submit to the Unclaimed Property Division of the State of Mississippi Treasury Department any and all documents necessary to claim any property due unto the City of Jackson, Mississippi.

IT IS FURTHER ORDERED that the authorization granted herein shall terminate on December 31, 2016.

IT IS FINALLY ORDERED that the Mayor, or his designee, is authorized to accept the unclaimed property upon receipt and to deposit the same into the appropriate fund account(s).

JOINER, YARBER
May 31, 2016 Agenda

28

MEMORANDUM

Office of the City Attorney
(601) 960-1799



TO: Tony T. Yarber, Mayor
FROM: Monica D. Joiner, City Attorney
DATE: May 23, 2016

ORDER AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AND SUBMIT UNCLAIMED PROPERTY CLAIMS TO THE STATE OF MISSISSIPPI TREASURY DEPARTMENT; TO ACCEPT AND DEPOSIT SAID UNCLAIMED PROPERTY UPON RECEIPT; AND TO ESTABLISH AN AUTHORIZATION TERMINATION DATE

The Unclaimed Property Division of the State of Mississippi Treasury Department acts as a custodian of unclaimed property reported to the State Treasurer and attempts to locate the rightful owners so that they may claim their property. It has been discovered that the City of Jackson, Mississippi, has unclaimed property held by the Unclaimed Property Division. Claim forms must be submitted to the Unclaimed Property Division in order to receive the unclaimed property. It is recommended that the Mayor, or his designee, be authorized to complete and submit the necessary claim forms and to accept and deposit the unclaimed property upon receipt.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/23/16
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AND SUBMIT UNCLAIMED PROPERTY CLAIMS TO THE STATE OF MISSISSIPPI TREASURY DEPARTMENT; TO ACCEPT AND DEPOSIT SAID UNCLAIMED PROPERTY UPON RECEIPT; AND TO ESTABLISH AN AUTHORIZATION TERMINATION DATE
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	
4.	Benefits	
5.	Schedule (beginning date)	Upon City Council approval
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Office of the City Attorney
8.	COST	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	
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
5/23/14

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AND SUBMIT UNCLAIMED PROPERTY CLAIMS TO THE STATE OF MISSISSIPPI TREASURY DEPARTMENT; TO ACCEPT AND DEPOSIT SAID UNCLAIMED PROPERTY UPON RECEIPT; AND TO ESTABLISH AN AUTHORIZATION TERMINATION DATE is legally sufficient for placement in NOVUS Agenda.



Monica D. Joiner City Attorney

Gail Lowery, Special Assistant to the City Attorney 

5/23/14

DATE

OFFICE OF THE CITY ATTORNEY
Edna M. Howard
OS/DTG

**ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS
IN THE MATTER OF "JEROME BELL, ET AL VS. CITY OF JACKSON,
MISSISSIPPI," UNITED STATES DISTRICT COURT; CAUSE NO.
3:15-CV-732 TSL-RHW**

WHEREAS, on October 9, 2015, the Plaintiffs filed a Complaint in the matter styled "JEROME BELL, JAMES SHEPPARD, MARTEZE HARRIS, DOMONIC BUTLER, MICHAEL DAVIS, RICKY LAMBERT, JARMALE WALKER, et al vs. THE CITY OF JACKSON, MISSISSIPPI", United States District Court Cause No. 3:15CV-732 TSL-RHW; and,

WHEREAS, the Plaintiffs and the City having reached a proposed settlement; and

WHEREAS, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiffs and their attorneys, Jacob W. Howard, J. Cliff Johnson, II, Macarthur Justice Center, Alec Karaka Tsanis, Equal Justice Under Law, in return for a complete release of the City and Entry of an Agreed Order of Dismissal; and

WHEREAS, such Settlement Agreement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter in an amount not to exceed \$128,400.00, with the payouts as follows: (Jerome Bell, \$13,600.00; James Sheppard, \$22,400.00; Marteze Harris, \$14,000.00; Domonic Butler, \$36,000.00; Michael Davis, \$18,400.00; Ricky Lambert, \$13,600.00; Jarmale Walker, \$10,400.00).

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Jackson, Mississippi, that City of Jackson, Mississippi pay a total sum not to exceed \$128,400.00 to Jerome Bell, James Sheppard, Marteze Harris, Domonic Butler, Michael Davis, Ricky Lambert, and Jarmale Walker, et al and their attorneys, Jacob W. Howard, J. Cliff Johnson, II, Macarthur Justice Center, Alec Karaka Tsanis, Equal Justice Under Law in return for a complete release of the City from any and all liability.

APPROVED FOR AGENDA:	INITIALS	DATE
LEGAL	_____	_____
FINANCE	_____	_____
Budgeted: _____ yes _____ no Acct# 001-407.94-6722		
CAO	_____	_____
MAYOR'S OFFICE	_____	_____
	Item # _____	<i>29</i>
	Date: _____	
	By: Joiner, Yarber	


MEMORANDUM



Office of the City Attorney
(601) 960-1799

PRIVILEGED AND CONFIDENTIAL

TO: TONY T. YARBER, MAYOR
MEMBERS OF THE CITY COUNCIL

FROM: MONICA D. JOINER, CITY ATTORNEY 

DATE: May 23, 2016

RE: ***Jerome Bell, James Sheppard, Merteze Harris, Domonic Butler, Michael Davis, Ricky Lambert, Jarmale Walker, et al. v. City of Jackson, Mississippi
United States District Court Cause No. 3:15-CV-732 TSL-RHW***

This memorandum is to recommend settlement regarding the above styled matter against the City of Jackson, Mississippi.

The Office of the City Attorney (OCA) has been successful in negotiations and the Plaintiff is willing to accept the sum of \$128,400.00 as full and final settlement of all claims against the City of Jackson.

The lawsuit was filed on October 9, 2015, in U.S. District Court, against the City of Jackson, Mississippi. The cause of action was for a constitutional violation pursuant to 42 U.S.C. §1983. The Plaintiffs alleged, in their class action, that the Jackson Municipal Court unconstitutionally practiced a debtor's jail with its "pay or stay" policy without first ascertaining whether or not the defendant had the ability to pay the fine imposed.

On May 5, 2016, the parties announced to the Court that a settlement had been reached in principal, subject to approval by the City of Jackson City Council. That approval is now being requested.

The OCA recommends that the governing authorities approve a final settlement in this cause.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/23/16

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JEROME BELL, ET AL VS. CITY OF JACKSON, MISSISSIPPI," UNITED STATES DISTRICT COURT; CAUSE NO. 3:15-CV-732 TSL-RHW
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	
5.	Schedule (beginning date)	Upon City Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Office of the City Attorney
8.	COST	Not to exceed \$128,400.00
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

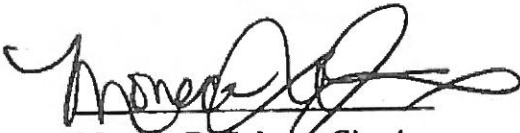
Office of the City Attorney

455 East Capitol Street
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]
5/23/16

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JEROME BELL, ET AL VS. CITY OF JACKSON, MISSISSIPPI," UNITED STATES DISTRICT COURT; CAUSE NO. 3:15-CV-732 TSL-RHW is legally sufficient for placement in NOVUS Agenda.


Monica D. Joiner, City Attorney

5/23/16
DATE

OFFICE OF THE CITY ATTORNEY
11/12/16

ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE (ALL WARDS)

WHEREAS, on November 5 and 12, 2015, a Request For Proposals to provide Program Management Services for the Wastewater Consent Decree was advertised; and

WHEREAS, December 15, 2015, proposals were received by the City and reviewed by a five-member Evaluation Committee; and

WHEREAS, four proposers made presentations to the Evaluation Committee on February 4, 2016; and

WHEREAS, the Evaluation Committee completed proposal evaluations and recommendations were made to the Mayor for final approval; and

WHEREAS, AECOM Technical Services, Inc. is recommended to provide Program Management Services for the Wastewater Consent Decree; and

WHEREAS, the Department of Public Works has negotiated a cost for the first year of services under the agreement with AECOM Technical Services, Inc. in an amount not to exceed \$2,555,574.16.

IT IS, THEREFORE, ORDERED that an agreement with AECOM Technical Services, Inc. to provide Program Management Services for the Wastewater Consent Decree, in an amount not to exceed \$2,555,574.16 for the first year ending on May 31, 2017 and for an agreement term of four years with two two-year extensions at the option of the City, is authorized.

ITEM # 30
AGENDA DATE: 5-31-16
BY POWELL, YARDER



**City of Jackson
Department of Public Works**

To: Mayor Tony T. Yarber

From: Kishia Powell *KP 5.11.14*

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE (ALL WARDS)

Item #:

Council Meeting: Regular Council Meeting, May 17, 2016

Consultant/Contractor: AECOM Technical Services, Inc.

EBO: Compliant: 1% AABE; 4% FBE; 38% AABE

Purpose: To provide professional engineering services required to ensure compliance with the City's Wastewater Consent Decree

Cost: Year 1 Costs will not exceed \$2,555,574.16 (which includes an 8% Contingency)

Project/Contract Type: Professional Engineering Services

Funding Source: Water/Sewer Enterprise Fund

Schedule/Time: Upon Final Execution of the Agreement NTP will issue

DPW Manager: Terry Williamson

Background:

In March 2013, the negotiated Wastewater Consent Decree with EPA and MDEQ was entered. That Consent Decree sets out a schedule requiring the City to develop and implement a comprehensive set of Capacity, Operations, Maintenance, & Management (CMOM) Programs; to undertake a number of studies of the wastewater collection and transmission system, and the Savanna Street WWTP to determine what capital improvements are necessary to come into compliance with the Clean Water Act; and construct those capital improvements. The schedule in the Consent Decree is 17.5 years long. Because of the number of activities the City must accomplish and their complexity, a Program Management is needed to advise the City of its options in an effort to comply in a cost-effective manner and to ensure the City remains in compliance with the requirements of the Consent Decree, particularly, its schedule.

Particularly important at this juncture of the Consent Decree schedule is a critical review of the progress to date and innovative ideas about the possibility of streamlining some requirements of the Consent Decree that is expected to save the City moneys that could be used in other areas of need. A Program Manager with a broad and deep pool of knowledge of and experience with other consent decrees is needed at this time.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 11, 2016
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE (ALL WARDS)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	All residents of the City, as well as, residents of south Madison County and west Rankin County
4.	Benefits	The role of the Consent Decree Program Manager will be to ensure that the City remains in compliance with its EPA Wastewater Consent Decree
5.	Schedule (beginning date)	As soon as the agreement is signed by the parties
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Wards 1, 2, 3, 4, 5, 6, and 7 (citywide)
7.	Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$2,555,574.16 for Year 1
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	Water/Sewer Enterprise Fund Fund 32
10.	EBO participation	ABE <u> 1.0 </u> % WAIVER yes <u> </u> no <u> x </u> N/A <u> </u> AABE <u> 38 </u> % WAIVER yes <u> </u> no <u> x </u> N/A <u> </u> FBE <u> 4.0 </u> % WAIVER yes <u> </u> no <u> x </u> N/A <u> </u> HBE <u> </u> % WAIVER yes <u> </u> no <u> </u> N/A <u> </u> NABE <u> </u> % WAIVER yes <u> </u> no <u> </u> N/A <u> </u>



**City of Jackson
Department of Public Works**

The Selection Committee rated AECOM unanimously as its best proposer for this work based on their review of all four proposals submitted.

Estimated Fees: Not to exceed \$2,555,574.16 for Year 1 (which includes an 8% contingency)

EBO Compliance Details: 1% AABE—Q Solutions; 4% FBE—M&M Professional Services, LLC; AABE—38%: Access Training, Inc.—5%; M3A Architecture PLLC—17%; TMMHall Professional Services, LLC—16%

AECOM will have also have a Mentor-Protégé relationship with TMMHall.

Talking Points:

- AECOM Technical Services, Inc. was the unanimous choice of the Evaluation Committee
- The budgeted funding for the current program manager has been expended as of this date. Without approval of a new program manager contractor, the City will be without a program manager for the Wastewater Consent Decree

Office of the City Attorney

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Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.


Monica D. Joiner City Attorney

Terry Williamson, Legal Counsel

5-11-11

DATE

