REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
October 13, 2020
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR WILLIE C. MCCULLUM OF NEW HOPE M. B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**

3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATATIVE HEARINGS HELD SEPTEMBER 15, 2020 FOR THE FOLLOWING CASES:**

2020-1275	**2020-1276**	**2020-1277**	**2020-1278**	**2020-1279**	**2020-1280**
2020-1281	**2020-1351**	**2020-1352**	**2020-1354**	**2020-1355**	**2020-1356**
2020-1357	**2020-1358**	**2020-1380**	**2020-1381**	**2020-1382**	**2020-1384**
2020-1385	**2020-1391**	**2020-1392**	**2020-1395**	**2020-1403**	

4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 29, 2020 FOR THE FOLLOWING CASES:**

2020-1289	**2020-1308**	**2020-1313**	**2020-1315**	**2020-1320**	**2020-1336**
2020-1337	**2020-1338**	**2020-1339**	**2020-1340**	**2020-1341**	**2020-1342**
2020-1344	**2020-1346**	**2020-1348**	**2020-1359**	**2020-1361**	**2020-1363**
2020-1364	**2020-1365**	**2020-1386**	**2020-1387**	**2020-1388**	**2020-1389**
2020-1396	**2020-1398**	**2020-1399**	**2020-1401**	**2020-1408**	**2020-1409**
2020-1417	**2020-1422**	**2020-1423**	**2020-1424**	**2020-1432**	**2020-1433**
2020-1434	**2020-1438**				

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2112 - 160 EAST DAVIS STREET - $201.60. (WARD 7) (HILLMAN, LUMUMBA)**

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1213 – 0 BRADLEY STREET/9 NORTH OF 228 BRADLEY STREET– $960.00. (WARD 5) (HILLMAN, LUMUMBA)**

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1253 - 303 BON AIR STREET - $1,345.00. (WARD 5) (HILLMAN, LUMUMBA)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2023 – 716 KIRKLEY DRIVE– $1,241.50. (WARD 2) (HILLMAN, LUMUMBA)**

9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE CONTRACTOR SERVICES, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1475 – 130 WEST LANE DRIVE– $791.80. (WARD 4) (HILLIMAN, LUMUMBA)**

10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1569 - 3758 NORTHVIEW DRIVE - $5,000.00. (WARD 7) (HILLMAN, LUMUMBA)**

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE, LLC, TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1118 – 170 DEL RIO STREET – $672.00. (WARD 3) (HILLMAN, LUMUMBA)**

INTRODUCTION OF ORDINANCES

12. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING LAMAR STREET FROM PASCAGOULA STREET TO COURT STREET ATTORNEY DENNIS SWEET DRIVE. (STOKES)**

ADOPTION OF ORDINANCE

13. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 126, ARTICLE VIII OF THE JACKSON CODE OF ORINANCES TO ADD SECTION 126-359 REQUIRING POSTING OF "REQUIRED RULES OF BEHAVIOR ON CITY BUSES" AND SECTION 126-360 PROVIDING ENFORCEMENT THEREOF. (STOKES)**

14. **AMENDMENT TO JACKSON CODE OF ORDINANCES SECTION 110-28 PROCEDURES FOR THE ERECTION OF PUBLIC GATES TO INCLUDE LANGUAGE FROM THE INTERNATIONAL FIRE CODE, 2018 EDITION, AS ADOPTED BY THE CITY OF JACKSON, DESCRIBING THE ACCESSIBILITY AND DESIGN STANDARDS FOR PUBLIC ACCESS GATES AND THE ABILITY OF EMERGENCY VEHICLES TO SAFELY PASS THROUGH DURING TIMES OF POLICE AND FIRE EMERGENCIES. (OWENS, LUMUMBA)**

15. **ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 OF THE JACKSON CODE OF ORDINANCES. (BANKS, TILLMAN)**

16. **ORDINANCE AMENDING CHAPTER 2, ARTICLE IV OF THE JACKSON CODE OF ORDINANCES. (A. HARRIS, LUMUMBA)**

17. **ORDINANCE OF THE CITY OF JACKSON AMENDING SECTION 118-480 OF THE JACKSON CODE OF ORDINANCES. (HOWARD, LUMUMBA)**

18. **ORDINANCE OF THE CITY OF JACKSON AMENDING CHAPTER 94 OF THE JACKSON CODE OF ORDINANCES. (HOWARD, LUMUMBA)**

19. **ORDINANCE ACCEPTING MISSION HILL SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID**

SUBDIVISION. (WILLIAMS, LUMUMBA)

20. **ORDINANCE ACCEPTING LEFLEUR COURT SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION. (WILLIAMS, LUMUMBA)**

REGULAR AGENDA

21. **CLAIMS (HORTON, LUMUMBA)**
22. **PAYROLL (HORTON, LUMUMBA)**
23. **ORDER APPROVING MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE 2020 AUDIT AND AUTHORIZING THE MAYOR TO EXECUTE SAID DOCUMENT. (HORTON, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO AMEND MASTER LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH REGIONS EQUIPMENT FINANCE CORPORATION. (HORTON, LUMUMBA)**
25. **ORDER RE-APPOINTING KIMBERLY HILLIARD TO THE HISTORIC PRESERVATION BOARD. (LUMUMBA)**
26. **ORDER RE-APPOINTING JEFFREY S. SEABOLD TO THE JACKSON HISTORIC PRESERVATION BOARD. (LUMUMBA)**
27. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF JOANN JONES TO THE MUNICIPAL ELECTION COMMISSION. (LUMUMBA)**
28. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SANDRA GRIFFIN MCCALL TO THE MUNICIPAL ELECTION COMMISSION. (LUMUMBA)**
29. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF VERNON HARTLEY TO THE MUNICIPAL ELECTION COMMISSION. (LUMUMBA)**
30. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ANTHONY VERNACI TO THE MUNICIPAL ELECTION COMMISSION. (LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DR. DOMINIKA PARRY, PRESIDENT OF 2^{O}C MISSISSIPPI, TO SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES. (BLAINE, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DR. ANDRÉ HINES, ASSISTANT PROFESSOR OF HEALTHCARE ADMINISTRATION IN THE SCHOOL OF PUBLIC HEALTH AT JACKSON STATE UNIVERSITY, TO SERVE AS FACILITATOR, ORGANIZING DATA COLLECTION AND ASSESSMENT FOR THE NATIONAL LEAGUE OF CITIES LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE IN PREPARATION FOR EXTREME TEMPERATURES IN THE CITY. (BLAINE, LUMUMBA)**
33. **ORDER AUTHORIZING A NEW MASTER AGREEMENT WITH MUELLER SYSTEMS, LLC TO PROVIDE SUPPORT FOR Mi.HOST SOFTWARE AND METER DATA HOSTING FOR ONE YEAR. (CITY-WIDE) (BLAINE, LUMUMBA)**

34. **ORDER AUTHORIZING AN AGREEMENT WITH KEYSTONE UTILITY SYSTEMS, LLC TO PROVIDE MAINTENANCE SERVICES FOR THE CITY OF JACKSON AUTOMATED METERING INFRASTRUCTURE (AMI) INCLUDING WATER METERS. (CITYWIDE) (BLAINE, LUMUMBA)**

35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH YOLANDA WILSON, MD D/B/A JACKSON PEDIATRIC ASSOCIATES TO PROVIDE HEALTHCARE INFORMATION SERVICES TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)**

36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. PAMELA SCOTT D/B/A SCOTT PROFESSIONAL SERVICES, LLC, TO PROVIDE BREASTFEEDING EDUCATION INFORMATION SERVICES TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)**

37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. CINDY AYERS ELLIOTT DBA FOOTPRINT FARMS, LLC, TO PROVIDE FRESH FOOD AND PRODUCE TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)**

38. **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO NORTH MISSISSIPPI EDUCATION CONSORTIUM CHILD CARE CLEAN + PROGRAM FOR PERSONAL PROTECTIVE EQUIPMENT AND CLEANING AND SANITIZING SUPPLIES. (KIDD, LUMUMBA)**

39. **ORDER RATIFYING THE REVISED RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO ADOPT A RESOLUTION TO DECLARE THE NECESSITY FOR ISSUANCE OF STATE GENERAL OBLIGATION BONDS. (KIDD, LUMUMBA)**

40. **ORDER ADOPTING A REVISED CITYWIDE RECORDS RETENTION SCHEDULE FOR THE CITY OF JACKSON, MISSISSIPPI. (A. HARRIS, LUMUMBA)**

41. **ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2019 MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT PROGRAM APPLICATION (402), ADMINISTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF $500,000.00. (DAVIS, LUMUMBA)**

42. **ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOO FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021. (WARD 5) (HARRIS, LUMUMBA)**

43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS. (SCOTT, LUMUMBA)**

44. **ORDER AMENDING THE CITY OF JACKSON'S COMPENSATION PLAN TO PROVIDE CERTAIN SALARY INCREASES FOR RECRUITS AND OFFICERS WITHIN THE CITY OF JACKSON POLICE DEPARTMENT. (SCOTT, LUMUMBA)**

45. **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE WEST PORTER STREET SEWER EMERGENCY REPAIRS. (WARD 7) (WILLIAMS, LUMUMBA)**

46. **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE ROBINSON ROAD SEWER EMERGENCY REPAIRS. (WARD 5) (WILLIAMS, LUMUMBA)**

47. **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE LIVINGSTON ROAD SEWER EMERGENCY REPAIRS. (WARD 3) (WILLIAMS, LUMUMBA)**

48. **ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE O.B. CURTIS WATER TREATMENT PLANT MICRO SCREENS AND SLUICE GATES EQUIPMENT PROJECT, CITY PROJECT NUMBER 19B0104, SRF# DWI-L250008-01. (CITYWIDE) (WILLIAMS, LUMUMBA)**

49. **ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC., FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE. (WARD 1) (WILLIAMS, LUMUMBA)**

50. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC., FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015) LPA/108077-701000, CITY PROJECT NUMBER 19B4011. (WARD 2&3) (WILLIAMS, LUMUMBA)**

51. **ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR TECHNICAL ASSISTANCE WITH MAINTAINING THE WATER TREATMENT FACILITIES AT O.B. CURTIS WTP & JH FEWEL WTP. (CITYWIDE) (WILLIAMS, LUMUMBA)**

52. **ORDER RATIFYING TASK ORDER 4B UNDER THE CONSENT DECREE PROGRAM MANAGEMENT AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., FOR CONSENT DECREE PROGRAM MANGEMENT SERVICES. (CITYWIDE) (WILLIAMS, LUMUMBA)**

53. **ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC., FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES, AND AUTHORIZING TASK ORDER 1A. (CITYWIDE) (WILLIAMS, LUMUMBA)**

54. **ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING TASK ORDER 1A. (CITYWIDE) (WILLIAMS, LUMUMBA)**

55. **ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SIMMONS EROSION CONTROL, INC., FOR THE MEDGAR EVERS BOULEVARD IMPROVEMENTS, CITY PROJECT NUMBER 18B4017.302. (WARD 3) (WILLIAMS, LUMUMBA)**

56. **ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701. (WARD 7) (WILLIAMS, LUMUMBA)**

57. **ORDER RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC., FOR EMERGENCY REPAIRS TO THE TV ROAD WELL. (WARD 4) (WILLIAMS, LUMUMBA)**

58. **ORDER RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC., FOR EMERGENCY REPAIRS TO THE SIWELL ROAD WELL. (WARD 4) (WILLIAMS, LUMUMBA)**

59. **ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO MISSISSIPPI DEPARTMENT OF TRANSPORTATION PERFORMANCE BONDS REQUIRED FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT. (WILLIAMS, LUMUMBA)**

60. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC., FOR THE WESTBANK SEWER INTERCEPTOR DAMAGE ASSESSMENT FROM THE FEBRUARY 2020 FLOODING EVENT. (CITYWIDE) (WILLIAMS, LUMUMBA)**

61. **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2020 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS AND AUTHORIZING PAYMENT FOR LEGAL SERVICES TO SUSAN RICHARDSON AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR SAME FOR REPRESENTATION DURING FISCAL YEAR 2021. (CITYWIDE) (WILLIAMS, LUMUMBA)**

62. **ORDER AUTHRORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, HOLMES COUNTY, MISSISSIPPI, AND THE HOLMES COUNTY SHERIFF'S DEPARTMENT FOR THE TEMPORARY HOUSING OF JACKSON POLICE DEPARTMENT ARRESTEES. (HOWARD, LUMUMBA)**

63. **ORDER AUTHRORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, YAZOO COUNTY, MISSISSIPPI, AND THE YAZOO COUNTY SHERIFF'S DEPARTMENT FOR THE TEMPORARY HOUSING OF JACKSON POLICE DEPARTMENT ARRESTEES. (HOWARD, LUMUMBA)**

64. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "MOUNTAIN LAUREL ASSURANCE COMPANY VS. THE CITY OF JACKSON, ET AL." IN THE COUNTY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CIVIL ACTION NO.: 18-981. (HOWARD, LUMUMBA)**

65. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DECLARING A CRISIS OF VIOLENT CRIME AND A CALL FOR ACTION TO ADDRESS THE VIOLENCE. (FOOTE)**

66. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE HELP OF DESIGNATED FEDERAL LAW ENFORCEMENT PERSONNEL WITHIN PRESCRIBED AUTHORITY AND WITH THE HELP OF THE HINDS COUNTY SHERIFF DEPARTMENT IN THE FIGHT AGAINST THE ESCALATING CRIME IN THE CITY OF JACKSON. (STOKES)**

67. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE ADJUSTMENT OF THE HOURLY PAY OF THE DESIGNATED OFFICERS OF THE JACKSON POLICE DEPARTMENT. (STOKES)**

DISCUSSION

68. **DISCUSSION: JACKSON ZOO (LINDSAY)**
69. **DISCUSSION: CHASTAIN (STOKES)**
70. **DISCUSSION: STATE TESTING (STOKES)**
71. **DISCUSSION: WARD 4 CONCERNS & SEWER ISSUES (STAMPS)**
72. **DISCUSSION: MENTAL HEALTH (STAMPS)**
73. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
74. **DISCUSSION: PUBLIC SAFETY CONCERNS & ISSUES (BANKS)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

OFFICE OF THE CITY ATTORNEY

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 15, 2020 FOR THE FOLLOWING CASES:

2020-1275	**2020-1276**	**2020-1277**	**2020-1278**	**2020-1279**	**2020-1280**
2020-1281	**2020-1351**	**2020-1352**	**2020-1354**	**2020-1355**	**2020-1356**
2020-1357	**2020-1358**	**2020-1380**	**2020-1381**	**2020-1382**	**2020-1384**
2020-1385	**2020-1391**	**2020-1392**	**2020-1395**	**2020-1403**	

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

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

WHEREAS, hearings were held on the September 15, 2020; and

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

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

1) **Case #2020-1275: Parcel #116-19** located at **172-74 TEXAS AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $1000.00. Ward 5

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

2) **Case #2020-1276 Parcel #119-531** located at **332 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 4

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

Consent Agenda No. 3
October 13, 2020
(Hillman, Lumumba)

3) **Case #2020-1277: Parcel #306-344** located at **224 SANFORD STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 4

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

4) **Case #2020-1278: Parcel #306-293** located at **406 LINDSEY DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

5) **Case #2020-1279: Parcel #306-294** located at **408 LINDSEY DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

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

6) **Case #2020-1280**: Parcel **#124-83** located at **2505 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

7) **Case #2020-1281: Parcel #126-127** located at **345 FREDRICA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

   Scope of Work: Cutting of grass, weeds, shrubbery, fence line. bushes, sapling and removing of trash and debris, fallen tree, wooden boards, crates, appliance, building materials, tree limbs, old furniture, old bricks, tire, Black Honda Accord, Gray Hyundai.

8) **Case #2020-1351: Parcel #642-277** located at **5538 QUEEN MARY LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety. Ward 4

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

9) **Case #2020-1352: Parcel #164-1** located at **1141 UNIVERSITY BOULEVARD:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

10) **Case #2020-1354: Parcel #750-916** located at **47 AUTUMN HILL DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 1

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

11) **Case #2020-1355: Parcel #859-295** located at **3933 LOST LAKE CIRCLE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

12) **Case #2020-1356: Parcel #837-14** located at **2464 VERNON DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

13) **Case #2020-1357: Parcel #837-13** located at **2454 VERNON DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

14) **Case #2020-1358: Parcel #837-15** located at **2425 VERNON DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

15) Case **#2020-1380**: Parcel **#645-469** located at **0 ELMS COURT CIRCLE (FORMERLY 204)**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

16) **Case #2020-1381: Parcel #626-116-1** located at **217 SYKES ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

17) **Case #2020-1382 Parcel #837-120** located at **2306 HICKORY DRIVE**: After hearing testimony from owner **Melainda S McNamee**, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare; however, interested parties shall be afforded ***fourteen (14)*** days to cure expiring ***September 29, 2020***. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 5

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

18) **Case #2020-1384: Parcel #819-273** located at **3rd LOT SOUTH OF 1520 NORMAN STREET**: After hearing testimony from owner **Dwight K Norman, SR**, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare; however, interested parties shall be afforded ***twenty-two (22)*** days to cure expiring ***October 6, 2020***. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

19) **Case #2020-1385: Parcel #819-275** located at **0 LOT SOUTH OF 1520 NORMAN STREET**: After hearing testimony from owner **Dwight K Norman, SR**, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare; however, interested parties shall be afforded ***twenty-two (22)*** days to cure expiring ***October 6, 2020***. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

20) **Case #2020-1391: Parcel #836-12** located at **156 PLUMMER CIRCLE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, sapling and removing of trash and fallen tree, wooden boards, crates, appliances, building materials, tree limbs, old furniture, old bricks, tree parts, tires, clean curbside.

21) **Case #2020-1392: Parcel #836-14** located at **161 PLUMMER CIRCLE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, sapling and removing of trash and fallen tree, wooden boards, crates, appliances, building materials, tree limbs, old furniture, old bricks, tree parts, tires, clean curbside.

22) **Case #2020-1395: Parcel #859-273** located at **4107 RAINEY ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

23) **Case #2020-1403: Parcel #709-189** located at **200 DELMAR STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $1250.00. Ward 2

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/15/2020
DATE

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

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jordan Hillman
Director, Planning and Development

From : Community Improvement
Planning and Development

DATE: September 15, 2020

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 15, 2020 FOR THE FOLLOWING CASES:**

2020-1275	**2020-1276**	**2020-1277**	**2020-1278**	**2020-1279**	**2020-1280**
2020-1281	**2020-1351**	**2020-1352**	**2020-1354**	**2020-1355**	**2020-1356**
2020-1357	**2020-1358**	**2020-1380**	**2020-1381**	**2020-1382**	**2020-1384**
2020-1385	**2020-1391**	**2020-1392**	**2020-1395**	**2020-1403**	

is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CG

9/21/20
DATE

OFFICE OF THE CITY ATTORNEY
CL

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 29, 2020 FOR THE FOLLOWING CASES:

2020-1289	**2020-1308**	**2020-1313**	**2020-1315**	**2020-1320**	**2020-1336**
2020-1337	**2020-1338**	**2020-1339**	**2020-1340**	**2020-1341**	**2020-1342**
2020-1344	**2020-1346**	**2020-1348**	**2020-1359**	**2020-1361**	**2020-1363**
2020-1364	**2020-1365**	**2020-1386**	**2020-1387**	**2020-1388**	**2020-1389**
2020-1396	**2020-1398**	**2020-1399**	**2020-1401**	**2020-1408**	**2020-1409**
2020-1417	**2020-1422**	**2020-1423**	**2020-1424**	**2020-1432**	**2020-1433**
2020-1434	**2020-1438**				

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

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

WHEREAS, hearings were held on September 29, 2020; and

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

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

1) **Case #2020-1289: Parcel #119-96** located at **415 HOLDEN STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

   Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, old furniture and clean curbside.

2) **Case #2020-1308: Parcel #306-340** located at **216 SANFORD STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Consent Agenda No. 4
October 13, 2020
(Hillman, Lumumba)

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings, and removing of trash and debris, wooden boards, crates, appliances, tree limbs, old furniture, old bricks, tires, blue dodge and clean curbside.

3) **Case #2020-1313: Parcel #119-529** located at **328 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

4) **Case #2020-1315 Parcel #127-113** located at **248 FREDRICA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

5) **Case #2020-1320: Parcel #642-144** located at **5421 QUEEN MARY LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

   Scope of Work: Cutting of grass, weeds, shrubbery, fence line, buses, sapling and removing of trash and debris, tree limbs, tree parts and clean curbside.

6) **Case #2020-1336: Parcel #124-46** located at **126 FREDRICA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

7) **Case #2020-1337 Parcel #144-204** located at **518 ROSE STREET (AB)**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

8) **Case #2020-1338: Parcel #149-52** located at **515 ROSE STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

9) **Case #2020-1339: Parcel #116-88** located at **159 LOUISIANA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 4

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

10) **Case #2020-1340: Parcel #130-41** located at **1537 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

11) **Case #2020-1341: Parcel #816-33** located at **1237 ZEPHYR ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

12) **Case #2020-1342: Parcel #639-38** located at **4402 WELOTA DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

13) **Case #2020-1344: Parcel #642-167** located at **5428 QUEEN MARY LANE**: After hearing testimony from owner **JAMES H. KING**, hearing officer recommends that the

property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded three (3) weeks to cure expiring **October 20, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, crates, tree limbs, tree parts, Red PU, White GMC -PU Truck, Gray Toyota and Blue Station-Wagon and clean curbside.

14) **Case #2020-1346: Parcel #642-181** located at **208 QUEEN ANNE LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

15) **Case #2020-1348: Parcel #119-530** located at **330 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

16) **Case #2020-1359: Parcel #130-13** located at **1585 WEST CAPITOL STREET (AC)**: After hearing testimony from owner **KASS WELCHLIN**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety (90) days to demolish structure(s) by ***December 28, 2020***. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

17) **Case #2020-1361: Parcel #642-602** located at **485 WEST LANE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

18) **Case #2020-1363: Parcel #622-253** located at **3136 REVERE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

19) **Case #2020-1364: Parcel #616-272** located at **2875 REVERE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

20) **Case #2020-1365: Parcel #843-164** located at **4544 SANDLEWOOD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

21) **Case #2020-1386: Parcel #839-756** located at **3368 FLEETWOOD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

22) **Case #2020-1387: Parcel #839-757** located at **3362 FLEETWOOD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 6

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

23) **Case #2020-1388: Parcel #839-749** located at **3355 FLEETWOOD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property

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

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

24) **Case #2020-1389: Parcel #616-242** located at **2864 REVERE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

25) **Case #2020-1396: Parcel #422-2** located at **816 WEST MAYES STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

26) **Case #2020-1398: Parcel #616-269** located at **2863 REVERE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

27) **Case #2020-1399: Parcel #616-123** located at **2616 REVERE STREET**: After hearing testimony from owner **PETER SMITH**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days to enter into repair agreement expiring **October 6, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

28) **Case #2020-1401: Parcel #425-620** located at **1016-18 EMINENCE ROW**: After hearing testimony from owner **EVELYN & LEWIS SANDERS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety (90) days to demolish structure(s) expiring **December 28, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

29) **Case #2020-1408: Parcel #616-125** located at **2626 REVERE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, sapling and removing of trash and debris, fallen tree, wooden boards, crates, appliances, building materials, tree limbs, old furniture, old bricks, tires, and clean curbside.

30) **Case #2020-1409: Parcel #616-231** located at **2736 REVERE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

31) **Case #2020-1417 Parcel #616-268** located at **2857 REVERE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

32) **Case #2020-1422: Parcel #59-10-31** located at **1609 ADELLE COURT**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

33) **Case #2020-1423: Parcel #572-54** located at **5045 RIVERWOOD CIRCLE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $250.00. Ward 1

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

34) **Case #2020-1424: Parcel #433-116** located at **4645 NORMANDY DRIVE**: After hearing testimony from owner **ROGELIO SOLIS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare; however, interested parties shall be afforded seven (7) days to enter into repair agreement expiring **October 6, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

35) **Case #2020-1432 Parcel #108-4-26** located at **2442 ELEANOR AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

36) **Case #2020-1433: Parcel #101-218** located at **1253 GENTRY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

37) **Case #2020-1434: Parcel #423-208** located at **3117 JAMES HILL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

38) **Case #2020-1438: Parcel #60-52** located at **1705 NORTH LAMAR STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

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

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

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

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

ITEM#_____
AGENDA_____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/29/2020

DATE

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

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jordan Hillman
Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: September 29, 2020

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY 10/7/20 TCH CG

This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 29, 2020 FOR THE FOLLOWING CASES:**

2020-1289	**2020-1308**	**2020-1313**	**2020-1315**	**2020-1320**	**2020-1336**
2020-1337	**2020-1338**	**2020-1339**	**2020-1340**	**2020-1341**	**2020-1342**
2020-1344	**2020-1346**	**2020-1348**	**2020-1359**	**2020-1361**	**2020-1363**
2020-1364	**2020-1365**	**2020-1386**	**2020-1387**	**2020-1388**	**2020-1389**
2020-1396	**2020-1398**	**2020-1399**	**2020-1401**	**2020-1408**	**2020-1409**
2020-1417	**2020-1422**	**2020-1423**	**2020-1424**	**2020-1432**	**2020-1433**
2020-1434	**2020-1438**				

is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CG

10/7/20
DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2112 – 160 EAST DAVIS STREET – $201.60 – WARD 7

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 15, 2019 for Case 2018-2112 located in Ward 7 of the City of Jackson; and

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

WHEREAS, VW LANDSCAPE LLC appeared next on the rotation list and through its representative, Victor Williams Esq, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 160 EAST DAVIS STREET for the sum of $201.60; and

WHEREAS, VW LANDSCAPE LLC has a principal office address of 322 Fredrica Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **VW LANDSCAPE LLC** to cut vegetation and remedy conditions on the property located at 160 EAST DAVIS STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $201.60 shall be paid to **VW LANDSCAPE LLC** for the services provided from funds budgeted for the Division.

Consent Agenda No. 5
October 13, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/16/2020

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$ 201.60
9.	**Source of Funding** ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDING (001-444.70-6447)
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ____ AABE _____% WAIVER yes ___ no ___ N/A ____ WBE _____% WAIVER yes ___ no ___ N/A ____ HBE _____% WAIVER yes ___ no ___ N/A ____ NABE _____% WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: September 16, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with WILLIAMS, VICTOR/dba/V W LANDSCAPE LLC for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-2112.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2112 - 160 EAST DAVIS STREET - $201.60 - WARD 7** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney*

10/7/20
DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1213 – 0 BRADLEY STREET/9 NORTH OF 228 BRADLEY STREET – $960.00 – WARD 5

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 19, 2018 for Case 2018-1213 located in Ward 5 of the City of Jackson; and

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

WHEREAS, VW LANDSCAPE LLC appeared next on the rotation list and through its representative, Victor Williams Esq, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 BRADLEY STREET/9 NORTH OF 228 BRADLEY STREET for the sum of $960.00; and

WHEREAS, VW LANDSCAPE LLC has a principal office address of 322 Fredrica Avenue Jackson, Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **VW LANDSCAPE LLC** to cut vegetation and remedy conditions on the property located at 0 BRADLEY STREET/9 NORTH OF 228 BRADLEY STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $960.00 shall be paid to **VW LANDSCAPE LLC** for the services provided from funds budgeted for the Division.

Consent Agenda No. 6
October 13, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/16/2020

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ WARD ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$ 960.00
9.	**Source of Funding** ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDING (001-444.70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: September 16, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with WILLIAMS, VICTOR/dba/V W LANDSCAPE LLC for the the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1213.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1213 - 0 BRADLEY STREET/9 NORTH OF 228 BRADLEY STREET - $960.00 - WARD 5** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Chandra Cayten, *Deputy City Attorney* CC

10/7/20
DATE

OFFICE OF THE CITY ATTORNEY
CW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1253 – 303 BON AIR STREET – $1,345.00 – WARD 5

WHEREAS, on September 11, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 10, 2018 for Case 2018-1253 located in Ward 5 of the City of Jackson; and

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

WHEREAS, VW LANDSCAPE LLC appeared next on the rotation list and through its representative, Victor Williams Esq, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 303 BON AIR STREET for the sum of $1,345.00; and

WHEREAS, VW LANDSCAPE LLC has a principal office address of 322 Fredrica Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **VW LANDSCAPE LLC** to cut vegetation and remedy conditions on the property located at 303 BON AIR STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,345.00 shall be paid to **VW LANDSCAPE LLC** for the services provided from funds budgeted for the Division.

Consent Agenda No. 7
October 13, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/16/2020

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$ 1,345.00
9.	**Source of Funding** ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDING (001-444.70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: September 16, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with WILLIAMS, VICTOR/dba/V W LANDSCAPE LLC for the the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1253.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1253 - 303 BON AIR STREET - $1,345.00 - WARD 5** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CG

10/7/20
DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2023 – 716 KIRKLEY DRIVE – $1,241.50 – WARD 2

WHEREAS, on May 14, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 18, 2018 for Case 2018-2023 located in Ward 2 of the City of Jackson; and

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

WHEREAS, VW LANDSCAPE LLC appeared next on the rotation list and through its representative, Victor Williams Esq, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 716 KIRKLEY DRIVE for the sum of $1,241.50; and

WHEREAS, VW LANDSCAPE LLC has a principal office address of 322 Fredrica Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **VW LANDSCAPE LLC** to cut vegetation and remedy conditions on the property located at 716 KIRKLEY DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,241.50 shall be paid to **VW LANDSCAPE LLC** for the services provided from funds budgeted for the Division.

Consent Agenda No. 8
October 13, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/16/2020

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$ 1,241.50
9.	**Source of Funding** ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDING (001-444.70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: September 16, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with WILLIAMS, VICTOR/dba/V W LANDSCAPE LLC for the board-up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-2023.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2023 - 716 KIRKLEY DRIVE - $1,241.50 - WARD 2** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Chandra Gaytan, *Deputy City Attorney* CG

10/7/20
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1475 – 130 WEST LANE DRIVE – $791.80 – WARD 4

WHEREAS, on November 26, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 5, 2019 for Case 2019-1475 located in Ward 4 of the City of Jackson; and

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

WHEREAS, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC appeared next on the rotation list and through its representative, Donald M. Jones, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, appliances, furniture, building materials, tree parts, tires, all inoperative vehicles (front and back); and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 130 West Lane Drive for the sum of $791.80; and

WHEREAS, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC has a principal office address of 3172 Bilgray Drive, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at 130 West Lane Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $791.80 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Consent Agenda No. 9
October 13, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2020

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$ 791.80
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444.70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: March 24, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with ***JONES, DONALD/dba/ JONES LANDSCAPE AND CONTRACTOR SERVICES LLC.,*** for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1475.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEATH, SAFETY AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1475- 130 WEST LANE- $791.80 - WARD 4** is legally sufficient for placement in NOVUS Agenda.

_____ 5/3/19
Timothy Howard, *City Attorney* **Date**
Chandra Gayten, *Deputy City Attorney* _____

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2020-1569 – 3758 NORTHVIEW DRIVE – $5,000.00 – WARD 7

WHEREAS, on March 3, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 14, 2020 for Case 2020-1569 located in Ward 7 of the City of Jackson; and

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

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3758 NORTHVIEW DRIVE for the sum of $5,000.00; and

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3758 NORTHVIEW DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $5,000.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda No.10
October 13, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/19/2020
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	**COST**	$5,000.00
9.	**Source of Funding** ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDS (001-444.70-6485)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: August 19, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with SMITH, ELTON/dba/AcA DEMOLITION & PROJECT GROUP, LLC for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1569.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2020-1569 - 3758 NORTHVIEW DRIVE - $5,000.00 - WARD 7** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CG

9/25/20
DATE

OFFICE OF THE CITY ATTORNEY
10/7/20
CW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1118 – 170 DEL RIO STREET – $672.00 – WARD 3

WHEREAS, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 30, 2020 for Case 2020-1118 located in Ward 3 of the City of Jackson; and

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

WHEREAS, VW LANDSCAPE LLC appeared next on the rotation list and through its representative, Victor Williams Esq, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 170 DEL RIO STREET for the sum of $672.00; and

WHEREAS, VW LANDSCAPE LLC has a principal office address of 322 Fredrica Avenue, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **VW LANDSCAPE LLC** to cut vegetation and remedy conditions on the property located at 170 DEL RIO STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $672.00 shall be paid to **VW LANDSCAPE LLC** for the services provided from funds budgeted for the Division.

Consent Agenda No. 11
October 13, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/16/2020

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$ 672.00
9.	**Source of Funding** ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDING (001-444.70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Planning and Development

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: September 16, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with WILLIAMS, VICTOR/dba/V W LANDSCAPE LLC for the the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1118.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
10/7/20
CH

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VW LANDSCAPE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1118 - 170 DEL RIO STREET - $672.00 - WARD 3** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney* 10/7/20 **DATE**
Chandra Gayden, *Deputy City Attorney* CH

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING LAMAR STREET
FROM PASCAGOULA STREET TO COURT STREET
ATTORNEY DENNIS SWEET DRIVE

WHEREAS, Attorney Dennis Sweet is a pillar of the community and a long respected lawyer and business leader in Jackson, Mississippi; and

WHEREAS, Attorney Dennis Sweet, former Member of the Mississippi House of Representatives and one of few Black property owners in Downtown Jackson; and

WHEREAS, Attorney Dennis Sweet and his humanitarian efforts in the City of Jackson deserve recognition by the honorary renaming of this Street portion in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Lamar Street from Pascagoula Street to Court Street in honor of Attorney Dennis Sweet.

SO ORDAINED, this the _____ day of October, 2020.

Agenda Item No. 12
Date: October 13, 2020
BY: STOKES

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 126, ARTICLE VIII OF THE JACKSON CODE OF ORINANCES TO ADD SECTION 126-359 REQUIRING POSTING OF "REQUIRED RULES OF BEHAVIOR ON CITY BUSES" AND SECTION 126-360 PROVIDING ENFORCEMENT THEREOF

WHEREAS, the public health, safety and welfare will be considered by this Ordinance; and

WHEREAS, this Ordinance shall require that the "Required Rules of Behavior on City Buses" be prominently displayed on all buses; and

WHEREAS, the purpose of this Ordinance shall be to promote safety, security and a wholesome riding environment for all patrons of the city bus service.

THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION ONE. Section 126-359, "Required Rules of Behavior on City Buses", is hereby added to read as follows:

1. Load or disruptive behavior is prohibited.
2. Actions disrespecting the bus operator are prohibited.
3. Eating and drinking are permitted provided that the waste from eating or drinking is properly disposed.
4. Unsealed or consumption of alcoholic beverages is prohibited.
5. No smoking on buses, inside transit facilities or within 20 feet of the opening of a window or door at transit facilities.
6. Intoxicated passengers shall be refused service.
7. No standing in front of the white or yellow "standee" line, in doorways or stepwells while the bus is in motion.
8. No unnecessary conversation or interference with bus operator for safety reasons.
9. No fighting, using vulgar or offensive language, pushing, shouting or participating in rough behavior on the bus or at transit facilities.
10. All electronic devices in use require the use of headphones. Amplified music is not allowed on buses or at transit facilities.
11. No flammable, hazardous materials or weapons of kind (unless legally allowed under a concealed weapons permit or a law enforcement officer) shall be allowed on board the bus (except oxygen).
12. No large objects that cannot be held by the passenger placed under seat or out of the aisle way is allowed on board the bus.

- Bicycles, surfboards and strollers are permitted inside all JTRAN vehicles provided that they do not constitute a hazard towards other passengers. Bicycles are allowed inside buses at the discretion of the bus operator and as space permits. All strollers, scooters, folding carts and large packages must be stowed away under the seat.
- Rollerblades and skates are not allowed to be worn on buses.

Agenda Item No. 13
Adoption of Ordinance
October 13, 2020
(Stokes)

13. All animals brought on board must be in an approved pet carrier, except service animals, which are trained to assist individuals with a disability as defined by the Americans with Disabilities Act (ADA).
14. No unapproved signs or advertisements may be placed on board vehicles or facilities controlled or owned by JTRAN.
15. No vandalism, defacing, destroying, damaging or placing graffiti on buses or at transit facilities.
16. No illegal activity of any kind shall be tolerated on board buses or at transit facilities.
17. Shoes and shirts are required to ride buses.
18. No littering on buses or at transit facilities.
19. No refuse (including recyclable items) on board buses.
20. Not paying the established fare or misuse of transfers, passes, tokens or tickets with the intent to evade fare payment is prohibited.
21. Bus Operators cannot assist in carrying packages. These items must be stowed under the seat, in the passenger lap or out of the aisle way.
22. Passengers must have exact change ready as the bus operator cannot make change and no refunds are provided for overpayment.
23. Yield the seats in front of the bus for seniors and persons with disabilities as identified by a posted decal.
24. Never extend your body from, throw any object outside the window or door or ride on any part of the exterior of a bus.
25. Holding of meetings or ceremonies is prohibited on buses or at transit facilities.
26. Use of a transit facility or bus for sleeping, camping or general use in lieu of regular housing is prohibited.
27. Improper use of the waiting area as a cooking, washing or toilet facility is prohibited.
28. Children under the age of 9 may not ride JTRAN buses or services unless accompanied by a fare paying passenger age 16 years old or older.
29. Any behavior which annoys, disturbs, injures or endangers the comfort, health, peace and safety of others properly utilizing the transit facility or riding a bus is prohibited.
30. A person who commits an assault or battery upon a transit operator with a deadly weapon or presents the ability to use a deadly weapon is subject to being prosecuted as a felony.
31. Passengers must have a destination when riding JTRAN buses. Passengers will be allowed two complete round trips on JTRAN routes to allow for the passenger to access his/her appropriate destination. Passengers that do not have a destination or exceed the two round trips may be requested to leave the bus by the Bus Operator at the nearest transit center or major transfer point.

SECTION TWO: Section 126-360, Penalties for Violating Rules, is hereby added to read as follows:

1. Any behavior in violation of said rules may result in removal from the buses; and
2. After two reported offenses, a rider may be banned from riding JATRAN buses.

3. JTran reserves the right to refuse service to and/or suspend passengers who demonstrate disruptive and unsafe behavior or violates any of the rules and regulations presented herein.

SECTION THREE: Should any sentence, paragraph, clause, phase, or section of this Article be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinance of the City of Jackson, Mississippi, as a whole

SECTION FOUR: This ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 2-13-11 of the Mississippi Code Annotated, as amended.

Agenda Item No.: _____
Date: October 13, 2020
By: Stokes

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 21-8-13 of the Miss. Code Ann. specifically authorizes the City Council to "...appoint a clerk of the council and deputy clerks, as necessary, who shall compile the minutes and records of its proceedings, its ordinances and resolutions as this chapter requires, and perform such duties as may be required by law....''; and

WHEREAS, the City of Jackson ("City'), by ordinance, delineated the number of chief deputy clerks of council and deputy clerks of council, as well as the duties to be performed by the same in Chapter 2, Article II, Division 4 of the Jackson Code of Ordinances; and

WHEREAS, the Jackson City Council finds it in the best interest of the City to amend Section 2-135 of the Jackson Code of Ordinances to increase the number of Chief Deputy Clerks of Council from one (1) to three (3); and

WHEREAS, the Jackson City Council finds that Section 2-135 of the Jackson Code of Ordinances should be amended as follows:

Sec. 2-135. - Deputy Clerks of the Council.

~~A~~ *Three* chief deputy clerk*s* of the council and seven or more deputy clerks of the council may be employed and assigned to provide clerical support and to perform such other duties as required by councilmembers. These clerks shall be appointed in the same manner as the clerk of the council.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Section 2-135 of the Jackson Code of Ordinances is amended to read as follows:

Sec. 2-135. - Deputy Clerks of the Council.

Three chief deputy clerks of the council and seven or more deputy clerks of the council may be employed and assigned to provide clerical support and to perform such other duties as required by councilmembers. These clerks shall be appointed in the same manner as the clerk of council.

(BANKS, TILLMAN)

Agenda No. 15
Adoption of Ordininance
October 13, 2020

OFFICE OF THE CITY ATTORNEY

ORDINANCE AMENDING CHAPTER 2, ARTICLE IV OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, pursuant to Section 2-327 of the Jackson Code of Ordinances, in part, the City Clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality, and shall be responsible for publication of all matters which require publication by law; and

WHEREAS, in that the City Clerk is the custodian of records of the municipality, the Records Management Division would be best placed under the direction and supervision of the Department of Municipal Clerk; and

WHEREAS, the Jackson City Council finds it in the best interest of the City to amend Section 2-336 of the Jackson Code of Ordinances to remove the duties of "record retention" from the Department of Administration and assign the duties of "record retention" to the Department of Municipal Clerk; and

WHEREAS, the Jackson City Council finds that Section 2-336 of the Jackson Code of Ordinances should be amended as follows:

Sec. 2-336. - Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration.* The department of administration shall perform the functions of finance and management information systems, fleet management, office of publications, ~~record retention~~, purchasing, communications center, telecommunications and municipal court services.

(2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.

(4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.

(5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.

Agenda No. 16
Adoption of Ordinance
October 13, 2020
(A. Harris, Lumumba)

(6) *Personnel management.* The personnel management department shall perform all personnel management functions including the administration of benefits.

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

(8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.

(9) *Constituent services and information.* The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.

(10) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality *and be responsible for record retention*, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

In addition to departmental functions specified in this section, such departments shall have such additional responsibilities as the mayor or council may from time to time deem necessary.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Section 2-336 of the Jackson Code of Ordinances is amended to read as follows:

Sec. 2-336. - Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration.* The department of administration shall perform the functions of

finance and management information systems, fleet management, office of publications, purchasing, communications center, telecommunications and municipal court services.

(2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.

(4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.

(5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.

(6) *Personnel management.* The personnel management department shall perform all personnel management functions including the administration of benefits.

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

(8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.

(9) *Constituent services and information.* The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.

(10) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the

official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

In addition to departmental functions specified in this section, such departments shall have such additional responsibilities as the mayor or council may from time to time deem necessary.

(A.HARRIS, LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
9/23/20

This **ORDINANCE AMENDING CHAPTER 2, ARTICLE IV OF THE JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

9/23/20
Date

OFFICE OF THE CITY ATTORNEY
9/23/20

ORDINANCE OF THE CITY OF JACKSON AMENDING SECTION 118-480 OF THE JACKSON CODE OF ORDINANCES

WHEREAS, Section 118-480 of the Jackson Code of Ordinances states: "Pedestrians soliciting business or contributions from occupants of vehicles. No person shall stand in a street or any portion of a street for the purpose of soliciting employment, business or contributions of any kind for any purpose from the occupant of any vehicle"; and

WHEREAS, the First Amendment forbids state and federal governments from passing laws that restrict speech that is protected; and

WHEREAS, "Panhandling" is protected by the First Amendment right to free speech; and

WHEREAS, the City, after reviewing Section 118-480 of the Jackson Code of Ordinances finds that the regulations affecting "Panhandling", should be repealed in its entirety.

BE IT, THEREFORE, RESOLVED that Section 118-480 of the Code of Ordinance for the City of Jackson, Mississippi is hereby repealed as follows:

SECTION 1

That Section 118-480 of the Jackson Code of Ordinance is hereby repealed.

SECTION 2

This Ordinance shall be effective thirty (30) days after its passage and after publication of same as required in Section 21-13-11 of the Mississippi Code of 1972, as amended.

Item No.: 17
Date: September 29, 2020
By: (Howard, Lumumba)

Office of the City Attorney

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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
TSA
7/25/24

This **ORDINANCE OF THE CITY OF JACKSON AMENDING SECTION 118-480 OF THE JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

7/23/24
Date

OFFICE OF THE CITY ATTORNEY

ORDINANCE OF THE CITY OF JACKSON AMENDING CHAPTER 94 OF THE JACKSON CODE OF ORDINANCES

WHEREAS, Chapter 94 of the Jackson Code of Ordinances is entitled "Peddlers and Solicitors"; and

WHEREAS, the First Amendment forbids state and federal governments from passing laws that restrict speech that is protected; and

WHEREAS, "Panhandling" is protected by the First Amendment right to free speech; and

WHEREAS, the City, after reviewing Chapter 94 of the Jackson Code of Ordinances and the specific sections therein finds that the regulations affecting commercial solicitation, Section 94-2 of the Jackson Code of Ordinances, should be repealed in its entirety.

BE IT, THEREFORE, RESOLVED that the Code of Ordinances for the City of Jackson, Mississippi is hereby amended as follows:

SECTION 1

That Section 94-2 of the Jackson Code of Ordinance is hereby repealed.

SECTION 2

The remainder of Chapter 94, Code of Ordinances for the City of Jackson, Mississippi shall remain unaffected.

SECTION 3

This Ordinance shall be effective thirty (30) days after its passage and after publication of same as required in Section 21-13-11 of the Mississippi Code of 1972, as amended.

Item No.: 18
Date: September 29, 2020
By: (Howard, Lumumba)

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
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9/23/20

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE OF THE CITY OF JACKSON AMENDING CHAPTER 94 OF THE JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

9/23/20
Date

OFFICE OF THE CITY ATTORNEY

ORDINANCE ACCEPTING MISSION HILL SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION

WHEREAS, the Preliminary Plat for the subdivision of Mission Hill was approved by the Site Plan Review Committee on August 5, 2020; and

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

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

SECTION 1. Mission Hill subdivision is hereby accepted.

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

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

Agenda No. 19
Adoption of Ordinance
October 13, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 8, 2020
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Ordinance accepting Mission Hill subdivision and authorizing the Mayor to sign the final plat.
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. 5. 7.
3.	**Who will be affected**	Current and Future Property Owners within the Subdivision
4.	**Benefits**	Completes the development and construction of the subdivision and records all lots, common areas, and easements
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7. Located on the southwest corner of Old Canton Rd and Galloway Ave
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	Department of Public Works, Engineering Division
8.	**COST**	No Cost to the City
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Revised 2-04

Department of Public Works

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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams, P.E., Ph.D.
Interim Director

Date: September 8, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item accepting the Mission Hill subdivision and authorizing the Mayor to sign the final plat. Mission Hill is a replat of land at the corner of Old Canton Rd and Galloway Ave into 3 lots with a common access easement. 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.

Office of the City Attorney

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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING MISSION HILL SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

9/16/20
DATE

OFFICE OF THE CITY ATTORNEY
10-9-20

ORDINANCE ACCEPTING LEFLEUR COURT SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION

WHEREAS, the Preliminary Plat for the subdivision of LeFleur Court was approved by the Site Plan Review Committee on February 18, 2009; and

WHEREAS, after construction was completed but before the final plat was recorded, the development changed ownership and the new owners intend to complete the platting process; and

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

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

SECTION 1. LeFleur Court subdivision is hereby accepted.

SECTION 2. The water and sewer improvements and easements as shown on the final plat are hereby accepted.

SECTION 3. The Mayor is authorized to sign the final plat of LeFleur Court subdivision.

SECTION 4. This Ordinance shall be effective thirty (30) days following its passage and upon its publication.

Agenda No. 20
Adoption of Ordinance
October 13, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 8, 2020
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Ordinance accepting LeFleur Court subdivision and authorizing the Mayor to sign the final plat.
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. 5. 7.
3.	**Who will be affected**	Current and Future Property Owners within the Subdivision
4.	**Benefits**	Completes the development and construction of the subdivision and records all lots, common areas, and easements
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 1. Located on the northeast corner of Old Canton Rd and Sheffield Dr
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	Department of Public Works, Engineering Division
8.	**COST**	No Cost to the City
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Revised 2-04

Department of Public Works

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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams, P.E., Ph.D.
Interim Director

Date: September 8, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item accepting the LeFleur Court subdivision and authorizing the Mayor to sign the final plat. Construction of LeFleur Court started in 2009 and was substantially completed before the final plat process began. A new owner has acquired the development. Completing the final plat is necessary to allow for the lots to be sold to prospective homeowners. The subdivision streets will be private, but the City will retain maintenance of the water and sewer lines as well as utility easements. 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.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY 9-8-2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING LEFLEUR COURT SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

9/9/20
DATE

ORDER APPROVING MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE 2020 AUDIT AND AUTHORIZING MAYOR TO EXECUTE SAID DOCUMENT.

WHEREAS, as part of the municipality's annual audit, the City must complete the Municipal Compliance Questionnaire for Fiscal Year 2020; and

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

IT IS, THEREFORE, ORDERED that the Municipal Compliance Questionnaire for the 2020 City Audit be approved and that the Mayor be authorized to execute said questionnaire and made part of the minutes.

Agenda Item No. 23
October 13, 2020
(Horton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Date: September 3, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Approve Municipal Questionnaire
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	Changes in City Government
3.	**Who will be affected**	All citizens of Jackson
4.	**Benefits**	Comply with State Auditor's Request
5.	**Schedule (beginning date)**	Upon approval by City Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	City Wide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE ___% WAIVER yes ___ no ___ N/A _x_ AABE ___% WAIVER yes ___ no ___ N/A _x_ WBE ___% WAIVER yes ___ no ___ N/A _x_ HBE ___% WAIVER yes ___ no ___ N/A _x_ NABE ___% WAIVER yes ___ no ___ N/A _x_

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Jones Horton
Director of Administration

DATE: September 3, 2020

RE: **MUNICIPAL COMPLIANCE QUESTIONNAIRE - FY 2020**

As part of the City's fiscal year end audit, the City must make certain assertions with regard to legal compliance. The Municipal Compliance Questionnaire was developed for that purpose.

The City must complete the Municipal Compliance Questionnaire at the end of each fiscal year. The Questionnaire must be entered into the official minutes of the governing authorities.

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING MUNICIPAL COMPLIANCE QUESTIONAIRE FOR THE 2020 AUDIT AND AUTHORIZING MAYOR TO EXECUTE SAID DOCUMENT** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

9/2/20
Date

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
   City of Jackson, MS P.O. Box 17, Jackson, MS 39205

2. List the date and population of the latest official U.S. Census or most recent official census:

   Based on 2010 Census, Population 173,514

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
   SEE ATTACHED

4. Period of time covered by this questionnaire:

   From: **10-1-2019** To: **9-30-2020**

5. Expiration date of current elected officials' term: **JUNE 30, 2021**

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2020

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NON APPLICABLE

Part I - General

1.	Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)	Y
2.	Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)	Y
3.	Are municipal records open to the public?	Y
4.	Are meetings of the board open to the public? (Section 25-41-5)	Y
5.	Are notices of special or recess meetings posted? (Section 25-41-13)	Y
6.	Are all required personnel covered by appropriate surety bonds?	
	* Board or council members (Section 21-17-5)	Y
	* Appointed officers and those handling money, see statues governing the form of government (i.e., Section 21-3-5 for Code Charter)	
	*Municipal clerk (Section 21-15-38)	Y
	*Deputy Clerk (Section 21-15-23)	Y
	*Chief of police (Section 21-21-1)	Y
	*Deputy police (Section 45-5-9) (if hired under this law)	Y
7.	Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-1519)	Y
8.	Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)	Y
9.	Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53)	Y
10.	Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)	Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) ___Y___

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19) ___Y___

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) ___Y___

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) ___Y___

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) ___Y___

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) ___Y___

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) ___Y___

6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9) ___Y___

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) ___Y___

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205) ___Y___

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) ___Y___

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) ___Y___

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) ___Y___

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) ___Y___

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) ___Y___

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) ___Y___

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) ___Y___

16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution)--Sections 21-19-45 through 21-19-59, etc.) ___Y___

17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide) ___Y___

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? ___Y___

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) ___Y___

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] ___Y___

2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)] ___Y___

3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] ___Y___

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) ___Y___

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) ___Y___

2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) ___Y___
3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) ___Y___

4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) ___Y___

5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) ___Y___

PART V - Taxes and Other receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) ___Y___

2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) ___Y___

3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) ___N/A___

4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) ___Y___

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) ___Y___

6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) ___Y___

7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) ___Y___

8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) ___Y___

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) ___Y___

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

APPROVAL OF

MUNICIPAL COMPLIANCE QUESTIONNAIRE

SEPTEMBER 30, 2020

LaaWanda Jones Horton, *Director of Administration*

Wilma Scott, *Personnel Director*

Charles Williams, *Interim Public Works Director*

MacDarrell Poullard, *Risk Manager*

Angela Harris, *Municipal Clerk*

Certification to Municipal Compliance

Questionnaire Year Ended September 30, 2020

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of _____, and, to the best of our knowledge and belief, all responses are accurate.

_____	_____
Angela Harris, Municipal Clerk	Chokwe A. Lumumba, Mayor
_____	_____
Date	Date

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

CITY OF JACKSON
MML MEMBERSHIP INFORMATION

MAYOR	CHOKWE A. LUMUMBA	601-960-1084	calumumba@city.jackson.ms.us
CITY COUNCIL, WARD 1	ASHBY FOOTE	601-960-2051	afoote@city.jackson.ms.us
CITY COUNCIL, WARD 2	MELVIN PRIESTER, JR.	601-960-1091	mpriester@city.jackson.ms.us
CITY COUNCIL, WARD 3	KENNETH STOKES	601-960-1090	kstokes@city.jackson.ms.us
CITY COUNCIL, WARD 4	DE'KEITHER STAMPS	601-960-2052	dekeithers@city.jackson.ms.us
CITY COUNCIL, WARD 5	CHARLES TILLMAN	601-960-1092	tillmanc@city.jackson.ms.us
CITY COUNCIL, WARD 6, PRESIDENT	AARON BANKS	601-960-1089	abanks@city.jackson.ms.us
CITY COUNCIL, WARD 7	VIRGI LINDSAY	601-960-1063	vlindsay@city.jackson.ms.us
CHIEF OF STAFF	SAFIYA OMARI	601-960-1084	somari@city.jackson.ms.us
CHIEF ADMINISTRATIVE OFFICER	ROBERT BLAINE	601-960-2312	rblaine@city.jackson.ms.us
CHIEF, JACKSON POLICE DEPARTMENT	JAMES DAVIS	601-960-1217	jdavis@city.jackson.ms.us
CHIEF, JACKSON FIRE DEPARTMENT	WILLIE OWENS	601-960-1392	wowens@city.jackson.ms.us
CITY ATTORNEY	TIM HOWARD	601-960-1799	thoward@city.jackson.ms.us
CITY PROSECUTOR	KEITH GATES	601-960-1197	kgates@city.jackson.ms.us
MUNICIPAL CLERK	ANGELA HARRIS	601-960-1137	kristim@city.jackson.ms.us
CLERK OF THE COUNCIL	SHANEKIA MOSLEY	601-960-2322	shanekiam@city.jackson.ms.us
COURT ADMINISTRATOR	CHIQUITA JIMERSON	601-960-2062	cjimerson@city.jackson.ms.us
DIRECTOR, ADMINISTRATION	LAA WANDA J. HORTON	601-960-2312	lhorton@city.jackson.ms.us
DIRECTOR, COMMUNICATIONS	MAKANI THEMBA	601-960-2378	mthemba@jacksonms.gov
DIRECTOR, HUMAN & CULTURAL SERVICES	ADRIANE DORSEY-KIDD	601-960-0764	adkidd@city.jackson.ms.us
DEPUTY DIRECTOR, HUMAN & CULTURAL SVC	JOHN DAVID LEWIS	601-960-1537	jlewis@city.jackson.ms.us
DIRECTOR, HUMAN RESOURCES	WILMA SCOTT	601-960-1327	wjscott@city.jackson.ms.us
DEPUTY DIRECTOR, HUMAN RESOURCES	TOYA MARTIN	601-960-1327	tmartin@city.jackson.ms.us
DIRECTOR, PARKS & RECREATION	ISON HARRIS	601-960-0716	iharris@city.jackson.ms.us
DIRECTOR, PLANNING AND DEVELOPMENT	JORDAN HILLMAN	601-960-1993	jhillman@city.jackson.ms.us
INTERIM DIRECTOR, PUBLIC WORKS	CHARLES WILLIAMS	601-960-2352	cwilliams@city.jackson.ms.us
DEPUTY DIRECTOR, PUBLIC WORKS	CARLA DAZET	601-960-2367	cdazet@city.jackson.ms.us
DEPUTY DIRECTOR, INFORMATION TECHNOLOGY	FREDRICK WILSON	601-960-1395	fwilson@city.jackson.ms.us
EXECUTIVE ASSISTANT TO THE MAYOR	HALIMA OLUFEMI	601-960-6433	holufemi@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	ALI SHAMSIDDEEN	601-960-0947	ashamsiddeen@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	HENRY C. CLAY, III	601-960-0947	hclay@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	JEFFERY REYNOLDS	601-960-0947	jreynolds@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	TAUREAN BUCHANAN	601-960-0947	tbuchanan@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	JUNE HARDWICK	601-960-0947	jhardwick@city.jackson.ms.us

CITY OF JACKSON
MML MEMBERSHIP INFORMATION

JUDGE, MUNICIPAL COURT	**WILLIAM (BILL) WALKER, JR**	**601-960-0947**	wwalker@city.jackson.ms.us
MANAGER, ACTION LINE / 311	**ANDY BOONE**	**601-960-1111**	aboone@city.jackson.ms.us
MANAGER, CONSTITUENT SERVICES	**KEYSHIA SANDERS**	**601-960-2324**	ksanders@city.jackson.ms.us
MANAGER, FINANCE	**JILLIAN CALDWELL**	**601-960-2422**	jcaldwell@city.jackson.ms.us
MANAGER, ENGINEERING	**CHARLES WILLIAMS**	**601-960-1651**	cwilliams@city.jackson.ms.us
RISK MANAGEMENT	**MACDARRELL POULLARD**	**601-960-1048**	macpoulluard@city.jackson.ms.us
ZONING ADMINISTRATOR	**ESTER AINSWORTH**	**601-960-2365**	eainsworth@city.jackson.ms.us

OFFICE OF THE CITY ATTORNEY
10/6/2020

ORDER AUTHORIZING THE MAYOR TO AMEND MASTER LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH REGIONS EQUIPMENT FINANCE CORPORATION.

WHEREAS, Regions Equipment Finance Corporation and the City of Jackson, Mississippi ("City") are parties to a Master Lease Purchase Agreement dated September 28, 2020 ("Agreement"); and

WHEREAS, Regions Equipment Finance Corporation and the City desire to amend Article V, Section 6.5 of the Agreement, Exhibit B and the Tax Compliance Agreement to remove the term "qualified tax-exempt obligations" and replace it with "tax-exempt obligations".

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the amended Master Lease Purchase Agreement, Exhibit B and the Tax Compliance Agreement, and all other documents necessary, related to the 2020 lease purchase transaction to remove any reference to the term "qualified tax-exempt obligations" and replace it with "tax-exempt obligations".

(HORTON, LUMUMBA)

Agenda Item No. 24
October 13, 2020
(Horton, Lumumba)

Date: October 1,2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	Brief Description/Purpose	AUTHORIZE 2020 MASTER LEASE PURCHASE AGREEMENT AMENDMENT
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	CHANGES IN CITY GOVERNMENT
3.	Who will be affected	N/A
4.	Benefits	PROVIDE FUNDING REIMBURSEMENT FOR EQUIPMENT PURCHASES
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department ☐ ▪ Consultant ☐	DEPARTMENT OF ADMINISTRATION
8.	COST	
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

Revised 2-04

Department of Administration

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: (601) 960-1005
Facsimile: (601) 960-1049

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Laa Wanda Jones-Horton, Director
Department of Administration

DATE: October 1, 2020

RE: **2020 Master Lease Purchase Agreement Amendment**

Regions Equipment Finance Corporation provided funding for the Master Lease Purchase Agreement dated September 28, 2020.

Article V, Section 6.5 of the Agreement, Exhibit B and Tax Compliance policy, needs to be amended because for calendar year 2020 the city is not bank qualified. The documents have language that needs to be revised.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
10/6/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO AMEND MASTER LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH REGIONS EQUIPMENT FINANCE CORPORATION** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*
Monica D. Allen, *Special Assistant to City Attorney*

10/6/20
Date

OFFICE OF THE CITY ATTORNEY
10/1/20

ORDER RE-APPOINTING KIMBERLY HILLIARD TO THE HISTORIC PRESERVATION BOARD

WHEREAS, the Historic Preservation Board consists of seven (7) members and two (2) members-at-large that serve for a term of three (3) years; and

WHEREAS, Kimberly Hilliard's terms as Member-at-Large will expire on October 31, 2020; thereby creating a vacancy; and

WHEREAS, Kimberly Hilliard, after evaluation of her qualifications, has been appointed by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED the Mayor's re-appointment of Kimberly Hilliard to the Historic Preservation Board as Member-at-Large be confirmed with said term to expire October 31, 2023.

(LUMUMBA)

Agenda Item No. 25
October 13, 2020
(Lumumba)

DATE: 10-5-2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RE-APPOINTING KIMBERLY HILLIARD TO THE HISTORIC PRESERVATION BOARD**
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**	Citizens of the City of Jackson
4.	**Benefits**	N/A
5.	**Schedule (beginning date)**	Upon Approval by council
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	Mayor's Office
8.	**COST**	$0
9.	**Source of Funding** ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	
10.	**EBO participation**	ABE _____% WAIVER yes __ no ___ N/A ____ AABE _____% WAIVER yes __ no ___ N/A ____ WBE _____% WAIVER yes __ no ___ N/A ____ HBE _____% WAIVER yes __ no ___ N/A ____ NABE _____% WAIVER yes __ no ___ N/A ____

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RE-APPOINTING KIMBERLY HILLIARD TO THE HISTORIC PRESERVATION BOARD** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*

10/6/20
Date

OFFICE OF THE CITY ATTORNEY

ORDER RE-APPOINTING JEFFREY S. SEABOLD TO THE JACKSON HISTORIC PRESERVATION BOARD

WHEREAS, the Historic Preservation Board consists of seven (7) members and two (2) members-at-large that serve for a term of three (3) years; and

WHEREAS, Jeffrey S. Seabold currently represents Ward 7 on the Historic Preservation Board with a term set to expire on October 31, 2020; thereby creating a vacancy; and

WHEREAS, Jeffrey S. Seabold, resident of Ward 7, after evaluation of his qualifications, has been re-appointed by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED the Mayor's re-appointment of Jeffrey S. Seabold, Ward 7, to the Historic Preservation Board be confirmed with said term to expire October 31, 2023.

(LUMUMBA)

Agenda Item No. 26
October 13, 2020
(Lumumba)

DATE: 10-5-2020

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER RE-APPOINTING JEFFREY S. SEABOLD TO THE HISTORIC PRESERVATION BOARD
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	Citizens of the City of Jackson
4.	Benefits	N/A
5.	Schedule (beginning date)	Upon Approval by council
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department ☐ ▪ Consultant ☐	Mayor's Office
8.	COST	$0
9.	Source of Funding ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	
10.	EBO participation	ABE _____% WAIVER yes __ no ___ N/A ____ AABE _____% WAIVER yes __ no ___ N/A ____ WBE _____% WAIVER yes __ no ___ N/A ____ HBE _____% WAIVER yes __ no ___ N/A ____ NABE _____% WAIVER yes __ no ___ N/A ____

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

This **ORDER RE-APPOINTING JEFFREY S. SEABOLD TO THE JACKSON HISTORIC PRESERVATION BOARD** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*

1/7/20
Date

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF JOANN JONES TO THE MUNICIPAL ELECTION COMMISSION.

WHEREAS, the Municipal Election Commission consists of seven (7) members nominated by the Mayor for a term of four (4) years; and

WHEREAS, Dr. Della Cooper tenured her resignation as Ward 2 Election Commissioner on September 20, 2020; thereby, creating a vacancy; and

WHEREAS, JoAnn Jones, resident of Ward 2, after evaluation of her qualifications, has been appointed by the Mayor to fill the unexpired term of Dr. Della Cooper.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of JoAnn Jones to the Municipal Election Commission for Ward 2 be confirmed with said term to expire on June 30, 2021.

Agenda Item: _____

Date: October 13, 2020

By: Lumumba

Agenda Item No. 27
October 13, 2020
(Lumumba)

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
10/7/20

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF JOANN JONES TO THE MUNICIPAL ELECTION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*

10/7/20
Date

346 Fairfield Dr.
Jackson, MS 39206
601-214-9574 or 601-981-5830
Tikiya@bellsouth.net
Joannjones.bbaa@bellsouth.net

JOANN JONES

OBJECTIVE

Opportunity to provide healthy and wholesome services where it's needed

SKILLS & ABILITIES

Basic computer knowledge, Accounting Services, Managerial and training experience, Oral Presentations, Microsoft Office Suite, License Insurance Representatives, very proficient and skillful with all of the Electronic Devices/Non Electronic Devices used by the State of MS for Voting

EXPERIENCE

NOVEMBER 1998-CURRENT

Poll worker & Poll Manager in Hinds County

September 2010- February 2020

Receptionist with New Hope Baptist Church (part time)

CUSTOMER SERVICE SUPPORT---ARTECH INFORMATION SYSTEMS

June 2010 – October 2011

Provided necessary information to AT&T Engineers, via phone lines and through a computer networking system. Processed and designed work orders for completion to upload services to wireless customers.

FACILITY ASSIGNMENT SPECIALISTS/MAINTENANCE ADMINISTRATOR FOR BELLSOUTH & AT&T

April 1978 - August 2009

Analyzed requests for manual assistance and determined a course of action

required to correct Phone Lines (Homes & Businesses) and Communication Devices from new and current customers and suppliers

Requested and processed administrative reports from a variety of computer mechanism

Reviewed Engineering Work Orders to produce construction work sheets and/ or update record database inventories

Investigated and corrected database discrepancies detected by quality assurance audit reports and cross audits

EDUCATION

1973 – 1977

Jackson State University

B.S. Degree, Business Administration

Minor: Banking and Finance

Graduated : Cum Laude

LEADERSHIP

President of Jackson State University Blue Bengal Athletic Association, (10 Years)

Treasurer of North Jackson Elementary PTA (7 Years)

Treasurer of New Hope Baptist Church Ushers Ministry (2 Years)

Treasure/Secretary, Humphrey County HS Class of 1973

Sunday School Teacher/Small Group Bible Study Facilitator (25 Years)

REFERENCES

References available upon request

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SANDRA GRIFFIN MCCALL TO THE MUNICIPAL ELECTION COMMISSION.

WHEREAS, the Municipal Election Commission consists of seven (7) members nominated by the Mayor for a term of four (4) years; and

WHEREAS, the untimely passing of Emma Sanders created a vacancy for Ward 3 Election Commissioner; and

WHEREAS, Sandra Griffin McCall, resident of Ward 3, after evaluation of her qualifications, has been appointed by the Mayor to fill the unexpired term.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Sandra Griffin McCall to the Municipal Election Commission for Ward 3 be confirmed with said term to expire on June 30, 2021.

Agenda Item: _____

Date: October 13, 2020

By: Lumumba

Agenda Item No. 28
October 13, 2020
(Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
10/7/21

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SANDRA GRIFFIN MCCALL TO THE MUNICIPAL ELECTION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*

10/7/21
Date

SANDRA F. GRIFFIN MCCALL
1368 HOLLOMAN AVENUE
JACKSON, MISSISSIPPI
MOBILE: 601-317-1141
E-MAIL: SANDRAMCCALL@comcast.net

PROFESSIONAL EXPERIENCE:

Retired Professional Development Specialist
Jackson Public Schools
Retired Professional Development Coordinator
Ask for More Project – Jackson Public Schools Lanier Feeder Pattern Schools

PERSONAL SKILLS:

Organized and Efficient Planner
Self-Motivated
Team Builder

EDUCATION:

Lanier High School - Diploma

Attended Alcorn University – Coursework in Business Education

ACHIEVEMENTS/AFFILATIONS/HONORS:

Former President of the Jackson PTSA Council
Former Mississippi PTA State President
Former Secretary of "We Care About JPS" Committee
Secretary, Hinds County Democratic Executive Committee
Member of the Jackson Public Schools Bond Oversight Committee
The Sandra McCall Mississippi PTA Teacher Education Scholarship
The Links, Inc. Parent Award
PTA Excellence in Leadership Award
Political Consultant/Coordinator
Member, Mississippi Voter Protection Council (Stacey Abrams' Fair Fight Program)

I have assisted in Campaigns to elect candidates on the National, State, and Local levels. I have worked with Voter Registration, GOTV (Get Out to Vote), Voter Protection, and trained poll workers and watchers.

OFFICE OF THE CITY ATTORNEY
10/2/20

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF VERNON HARTLEY TO THE MUNICIPAL ELECTION COMMISSION.

WHEREAS, the Municipal Election Commission consists of seven (7) members nominated by the Mayor for a term of four (4) years; and

WHEREAS, Dr. James Brooks tenured his resignation as Ward 5 Election Commissioner on October 1, 2020; thereby, creating a vacancy; and

WHEREAS, Vernon Hartley, resident of Ward 5, after evaluation of his qualifications, has been appointed by the Mayor to fill the unexpired term of Dr. James Brooks.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Vernon Hartley to the Municipal Election Commission for Ward 7 be confirmed with said term to expire on June 30, 2021.

Agenda Item: _____

Date: October 13, 2020

By: Lumumba

Agenda Item No. 29
October 13, 2020
(Lumumba)

Office of the City Attorney

455 East Capitol Street
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Jackson, Mississippi 39207-2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF VERNON HARTLEY TO THE MUNICIPAL ELECTION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*

10/7/21
Date

Vernon W. Hartley, Sr.

1014 Arbor Vista Blvd
Jackson MS 39209
(601) 566-9797
vrnsr1@gmail.com

Experience in Management, Leadership Training, Disaster Response, Solid Waste Management and Environmental Policy

BOARD / WORK EXPERIENCE

(Present – October 2019) President, Board of Directors, Keep Jackson Beautiful, LLC (KJB)

(Present – March 2016) Special Projects, Board of Directors, Jackson Association of Neighborhoods (JAN)

(Present - February 2012) Owner and CEO, Greentree Advantage LLC, Jackson MS
Owner of a Mississippi minority and veteran business which provides professional environmental consulting services including planning, design and construction. Service areas include Construction, Water, Wastewater, Stormwater, Disaster and Emergency Management and Non-Hazardous Solid Waste Management.

(Sep 2016 - November 2014) Commissioner, Jackson Municipal Airport Authority. Provided board oversight of Jackson International Airport and Hawkins field. Selected to attend World Environment Standing Committee in Hong Kong, China as Environmental Liaison for Airports Council International of North America (ACINA). ACINA and 17 other international organizations worked on aviation environmental issues such as air emissions, noise pollution, storm-water runoff, international wildlife trafficking and cleaner-emitting biofuels.

(April 2012 - November 2007) Manager, Solid Waste Division, City of Jackson MS. Responsible for day to day management of all solid waste activities for an urban population of 180,000. Oversee 40 personnel and $12 million budget. Division to include Streets (curbside cleanliness of 1100 street miles), enforcement to include compliance with City Code of Ordinance, Environmental Service Center - collection and disposition of household hazardous waste and Rubbish Disposal Facility in Byram MS.

(April 2008 - July 1997) Leadership Facilitator and Evaluator (adjutant/part-time) US Air Force Reserve
Conducts Leadership and Teambuilding Workshops for mid-level managers in Air Force Reserve units throughout United States and Europe. Train, evaluate and select new facilitators to conduct program duties.

HONORS AND AWARDS

2010 - State of Mississippi - 2nd Place - Anti-Litter Program - City of Jackson
2010 - State of Mississippi - 2nd Place - Recycling Programs - City of Jackson
Nov 2005 -Meritorious Service Medal - U.S. Air Force
1991 - USAF Operation Desert Shield / Strom Award
1986 and 1981 - Air Force Commendation Medals
1985 and 1983 - Air Force Achievement Medals

PUBLICATIONS

2019 - Informational Kit for Jackson Neighborhoods
2007 – 2005 Magazine Articles - MS Farm Magazine
2000 – MDEQ Pearl River Basin Status Report
2000 – MDEQ South Independent Streams Basin Status Report

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ANTHONY VERNACI TO THE MUNICIPAL ELECTION COMMISSION.

WHEREAS, the Municipal Election Commission consists of seven (7) members nominated by the Mayor for a term of four (4) years; and

WHEREAS, the untimely passing of Horace Kelly created a vacancy for Ward 7 Election Commissioner; and

WHEREAS, Anthony Vernaci, resident of Ward 7, after evaluation of his qualifications, has been appointed by the Mayor to fill the unexpired term.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Anthony Vernaci to the Municipal Election Commission for Ward 7 be confirmed with said term to expire on June 30, 2021.

Agenda Item: _____

Date: October 13, 2020

By: Lumumba

Agenda Item No. 30
October 13, 2020
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
10/7/21

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ANTHONY VERNACI TO THE MUNICIPAL ELECTION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*

10/7/21
Date

ANTHONY VERNACI

treyvernaci@gmail.com / H: 228-342-2572
820 Fairview St., Jackson, MS 39202

SUMMARY

Talented Senior Director of Operations and 5+ years of experience in managing and coaching, budget management, system creation and implementation, enrollment oversight, and local, state, and federal compliance. Successful at managing regional and school-based operations and meeting outlined metrics and hope to expand my impact and success in a role with a large sphere of influence and more opportunity to coach others.

SKILLS

- Budget management
- Facility oversight and capital improvements
- Staff management and coaching
- Expert in Excel, Word, PowerPoint, Google Docs/Sheets/Forms
- Data compilation and analyzation
- System creation and management

EXPERIENCE

Senior Director of Operations / RePublic Charter Schools - Jackson, MS *08/2019 – Current*

- Operational Leadership + Development: Directly manage and coach 3 full-time regional staff members (Director or Enrollment and Community Engagement, Recruitment Associate, and Operations Associate) and coach 6 full-time school-based staff members (Directors and Deans of Operations). Lead and execute on leadership development for all operations leaders within our network. Serve as the main face of the region to external stakeholders including families, community, and vendors for all three Jackson schools.
- Vendor Management + Facilities: Establish contracts and maintain relationships with all major vendors in the region. Oversee the physical plant for all three of our schools which includes managing major construction and renovation projects.
- Student Enrollment, Data + Compliance: Oversee the student enrollment process from initial recruitment to completely enrolled for the entire region of about 1800 scholars across three schools. Actively monitor enrollment data to ensure that we meet both enrollment and fiscal goals for the current and upcoming school year. Oversee management of all school student information systems including PowerSchool and MSIS. Ensure that all schools meet all local, state, and federal compliance reporting requirements.
- Region-level Finances and Human Resources: Manage and monitor all school-based budgets of about $16M. Manage all regional purchasing processes, invoice submissions, and reimbursements. Assist the on-boarding process of all new hires including the facilitation of initial HR paperwork needs and background checks.

Director of Operations / Reimagine Prep Public Charter School - Jackson, MS *03/2017 – 07/2019*

- Operational Leadership + Management: Developed school systems and coached entire school team around systems. Managed and coached 3 full-time staff members and 2 part-time staff members which included a Dean of Operations, Front Desk Receptionist, two Food Service Associates, and an Operations Fellow. Coached and collaborated with other peers throughout the network to increase operational excellence at other schools. Served as the main face of the school to external stakeholders including families, community, and vendors
- Student Enrollment, Data + Compliance: Oversaw the schools enrollment process from initial recruitment to completely enrolled. Actively monitored enrollment data to ensure that we met both enrollment and fiscal goals for the upcoming school year. Managed all in school student information systems including PowerSchool and MSIS. Ensure that the school met all local, state, and federal compliance reporting requirements
- School-level Finances and Human Resources: Managed and monitored a school-based budget of $5.3M. Manged all school-based purchasing processes, invoice submission, and reimbursements. Assisted in the on-boarding process of all new hires including the facilitation of initial HR paperwork needs and background checks

Director of Operations In Residency / RePublic Schools, Inc. - Nashville, TN *10/2016 - 02/2017*

- Served as a Director of Operations "in-training" at one of RePublic's schools in Nashville, TN and in Jackson, MS

Operations Fellow / RePublic Schools, Inc. - Jackson, MS *05/2016 - 09/2016*

- Oversaw facility improvement plans
- Managed parent communication
- Coached food service staff

Campaign Research Consultant (Paid) / MS District 1 Public Service Comissioner Candidate - Jackson, MS *01/2015 - 11/2015*

- Tasked with collecting demographic data in the eastern counties of District 1 in MS
- Also collected leadership and contact information for county and municipal governments; research guided candidate in campaign outreach

President / Student Body Association - Millsaps College - Jackson, MS *01/2015 - 12/2015*

- Served as Chairman of Senate. Responsible for running weekly Senate meetings. Position required setting agenda and overseeing protocol
- Key accomplisment: Re-wrote and re-structured SBA Constition and by-laws. Presented new document to the Senate and the student body at-large for approval and receiving confirmation
- Passed legislation that recommend administration to add "gender identity" and "gender expression" to our college's Discriminatory Harassment Policy in the Student Handbook

Research Analyst Intern / MS House Representative Cecil Brown - Jackson, MS *08/2013 - 05/2014*

- Collected data for education reform bill around superintendent elections vs. appointments and how that correlates to student outcomes and district performance. Analyzed data and created reports for floor presentation

EDUCATION AND TRAINING

Millsaps College - Jackson, MS *2016*
Bachelor of Arts: Political Science

- GPA: 3.76 | *magna cum laude*
- Minors: Economics, Spanish, Latin American Studies
- 2014 Study Abroad: Merida, Yucatan, Mexico

Hancock High School - Kiln, MS *2012*
High School Diploma

- GPA: 4.67 | Highest Honors
- Class Rank: 7 of 248
- Distinction: *Mississippi Scholar*

VOLUNTEER WORK

- Member of Millsaps College Young Alumni Advisory Board: Advises Millsaps College on a variety of initiatives and programming
- Member of Alumni Advisory Board for Theta Eta Zeta of Lambda Chi Alpha: Oversee fraternity chapter finance, operations, and administrative systems by working closely with chapter officers

OFFICE OF THE CITY ATTORNEY
10/6/20

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DR. DOMINIKA PARRY, PRESIDENT OF 2°C MISSISSIPPI, TO SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES

WHEREAS, the National League of Cities (NLC) has awarded the City of Jackson, a grant for participation in its 2020 Leadership in Community Resilience program designed to develop and advance the emerging city-level models for pursuing resilience objectives; and

WHEREAS, the City of Jackson is focused on strategies for providing relief and assistance to those communities most impacted by climate stressors such as heat, cold, storms, fires, and drought, and to reduce mortality and prevent illness associated with Urban Heat Island (UHI) in Jackson; and

WHEREAS, the City of Jackson is invested in heat mitigation/ heat preparedness and implementing strategies to establish effective and natural cooling environments; and

WHEREAS, Dr. Dominika Parry, president 2°C Mississippi, an expert in the field of climate change, leads Jackson's climate mitigation and adaptation taskforce, which is charged assessing the impacts of climate on our community. The taskforce will develop strategies to mitigate the effects of climate change on the residents of Jackson, MS; and

WHEREAS, Dr. Parry will organize six focus group interviews with 10 participants each, led by qualified focus group facilitators; and will engage college students in the Jackson area to conduct heat mapping data collection throughout the City; and

WHEREAS, expenses incurred with the heat mapping and focus groups will not exceed $5,000.

IT IS HERBY ORDERED that the Mayor be authorized to execute an agreement with Dr. Dominika Parry, president 2°C Mississippi, for services provided to the City of Jackson in facilitating National League of Cities Leadership in Community Resilience project; and to pay Dr. Parry for expenses incurred, not to exceed $5,000, which will be funded by the National League of Cities grant award for Leadership in Community Resilience project.

Agenda Item No. 31
October 13, 2020
(Blaine,Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 5, 2020
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	
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	**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DR. DOMINIKA PARRY, PRESIDENT OF 2°C MISSISSIPPI, T0 SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES**
3.	**Who will be affected**	City of Jackson residents
4.	**Benefits**	Healthcare, Community enhancements,
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** ☐ ▪ **Consultant**	CAO
8.	**COST**	$5,000
9.	**Source of Funding** ☐ ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	Grant awarded by National League of Cities Leadership in Community Resilience Program
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___

Revised 2-04

OFFICE OF THE CITY ATTORNEY
10/6/20

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 ENTER INTO A CONTRACT WITH DR. DOMINIKA PARRY, PRESIDENT OF 2°C MISSISSIPPI, TO SPEARHEAD A LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE FOUNDED BY THE NATIONAL LEAGUE OF CITIES TO DEVELOP A RESILIENCE PLAN FOR THE CITY OF JACKSON IN PREPARATION FOR EXTREME TEMPERATURES** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

10/6/20
Date

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DR. ANDRÉ HINES, ASSISTANT PROFESSOR OF HEALTHCARE ADMINISTRATION IN THE SCHOOL OF PUBLIC HEALTH AT JACKSON STATE UNIVERSITY, TO SERVE AS FACILITATOR, ORGANIZING DATA COLLECTION AND ASSESSMENT FOR THE NATIONAL LEAGUE OF CITIES LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE IN PREPARATION FOR EXTREME TEMPERATURES IN THE CITY

WHEREAS, the National League of Cities (NLC) has awarded the City of Jackson, a grant for participation in its 2020 Leadership in Community Resilience program designed to develop and advance the emerging city-level models for pursuing resilience objectives; and

WHEREAS, the City of Jackson is focused on strategies for providing relief and assistance to those communities most impacted by climate stressors to reduce mortality and prevent illness associated with Urban Heat Island (UHI) in Jackson; and

WHEREAS, the City of Jackson is invested in heat mitigation/ heat preparedness and implementing strategies to establish effective and natural cooling environments; and

WHEREAS, Dr. André Hines, Assistant Professor of Health Care Administration in the School of Public Health at Jackson State University, will participate with the City of Jackson's Climate Mitigation and Adaptation Taskforce (CliMAT) in the capacity of facilitator, organizing and training college students in heat mapping throughout the City of Jackson; and she will facilitate a number of focus group interviews with City of Jackson residents to gather more sensitive information regarding life in communities impacted most severely by extreme temperatures; and

WHEREAS, the data gathered will allow the climate mitigation and adaptation taskforce to assess the impacts of climate on Jackson's communities, which will allow the taskforce to develop strategies to mitigate the effects of climate on the residents of Jackson, MS; and

WHEREAS, Dr. André Hines will create a brochure to advertise in communities the importance of the heat mapping activities that will be visible within many communities; and

WHEREAS, a stipend in the amount not to exceed $2,000 will be paid to Dr. André Hines for her services throughout the term of Leadership in Community Resilience grant, ending September 30, 2022.

IT IS HERBY ORDERED that the Mayor be authorized to execute an agreement with Dr. André Hines for facilitating, organizing and gathering data to be used by Jackson's CliMAT project; which will be funded by the National League of Cities Leadership in Community Resilience grant in a stipend in the amount not to exceed $2,000 will be paid to Dr. André Hines for her services throughout the term of Leadership in Community Resilience grant, ending September 30, 2022.

Agenda Item No. 32
October 13, 2020
(Blaine,Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 7, 2020
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	
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	**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DR. ANDRÉ HINES, ASSISTANT PROFESSOR OF HEALTHCARE ADMINISTRATION IN THE SCHOOL OF PUBLIC HEALTH AT JACKSON STATE UNIVERSITY, TO SERVE AS FACILITATOR, ORGANIZING DATA COLLECTION AND ASSESSMENT FOR THE NATIONAL LEAGUE OF CITIES LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE IN PREPARATION FOR EXTREME TEMPERATURES IN THE CITY**
3.	**Who will be affected**	City of Jackson residents
4.	**Benefits**	Healthcare, Community enhancements,
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** ▪ **Consultant**	CAO
8.	**COST**	$2,000
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	Grant awarded by National League of Cities Leadership in Community Resilience Program
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_

Revised 2-04

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DR. ANDRÈ HINES, ASSISTANT PROFESSOR OF HEALTHCARE ADMINISTRATION IN THE SCHOOL OF PUBLIC HEALTH AT JACKSON STATE UNIVERSITY, TO SERVE AS FACILITATOR, ORGANIZING DATA COLLECTION AND ASSESSMENT FOR THE NATIONAL LEAGUE OF CITIES LEADERSHIP IN COMMUNITY RESILIENCE TASKFORCE IN PREPARATION FOR EXTREME TEMPERATURES IN THE CITY** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

10/7/20
Date

OFFICE OF THE CITY ATTORNEY
10-5-2020

ORDER AUTHORIZING A NEW MASTER AGREEMENT WITH MUELLER SYSTEMS, LLC TO PROVIDE SUPPORT FOR Mi.HOST SOFTWARE AND METER DATA HOSTING FOR ONE YEAR (CITY-WIDE)

WHEREAS, the City of Jackson entered into a Master Agreement with Mueller Systems, LLC, whose principal place of business is 10210 Statesville, Boulevard, Cleveland, North Carolina 27013, on February 11, 2019 to provide certain support services for to the City of Jackson for its Mi.Net software, AMI infrastructure, and Mi.Node meter transceivers; and

WHEREAS, the terms of the Master Agreement renew from year-to-year, but the services provided under the Agreement were for a period of six months, through August 7, 2019; and

WHEREAS, Mueller Systems, LLC has continued to provide support services to the City since August 7, 2019 on a non-compensated basis to assist the City in maintaining its utility billing system; and

WHEREAS, Mueller Systems, LLC is proposing to provide support for Mi.Host software and online hosting of the City's meter data beginning October 1, 2020 for a period of one year at a cost of $270,243.00 under the terms and conditions of a new Master Agreement; and

WHEREAS, this support is necessary to allow the City to continue to use the Mueller AMI infrastructure and Mi.Node transceivers associated with each meter to bill its utility customers for water and sewer usage; and

WHEREAS, the Water Sewer Business Administration is recommending at this time that the City continue to use the Mi.Host meter data management system, which includes online hosting of meter data, during the next year while it undertakes a program to evaluate and repair the City's utility billing system.

IT IS, THEREFORE, ORDERED that termination of the February 11, 2019 Master Agreement with Mueller Systems, LLC is authorized.

IT IS FURTHER ORDERED that a new Master Agreement with Mueller Systems, LLC to provide Mi.Host software support and meter data hosting for one year at a cost not to exceed $270,243.00 beginning October 1, 2020 is authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a Master Agreement with Mueller Systems, LLC including therein the terms set forth in this order and all other documents necessary for the purposes of the amendment to the agreement.

Agenda Item No. 33
October 13, 2020
(Blaine,Lumumba)

AGENDA DATE: _____
BY: BLAINE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 28, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING A NEW MASTER AGREEMENT WITH MUELLER SYSTEMS, LLC TO PROVIDE SUPPORT FOR Mi.HOST SOFTWARE AND METER DATA HOSTING FOR ONE YEAR (CITY-WIDE)**
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 Infrastructure and Transportation
3.	**Who will be affected**	Customers of the City's Water-Sewer Utility
4.	**Benefits**	Will allow for the continued use of the Mueller AMI system
5.	**Schedule (beginning date)**	October 2020
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Water-Sewer Business Administration
8.	**COST**	**$270,243.00**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Proceeds of the $7,000,000 Emergency Loan 178-521.90.6419
10.	**EBO participation**	ABE _____% WAIVER yes __ no ___ N/A ____ AABE _____% WAIVER yes __ no ___ N/A ____ WBE _____% WAIVER yes __ no ___ N/A ____ HBE _____% WAIVER yes __ no ___ N/A ____ NABE _____% WAIVER yes __ no ___ N/A ____

Revised 2-04

Office of the City Attorney

455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A NEW MASTER AGREEMENT WITH MUELLER SYSTEMS, LLC TO PROVIDE SUPPORT FOR Mi.HOST SOFTWARE AND METER DATA HOSTING FOR ONE YEAR (CITY-WIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, Legal Counsel

10/5/20
DATE

City of Jackson
Department of Public Works

To: Chokwe Antar Lumumba, Mayor

From: Robert Blaine, Ph.D., Chief Administrative Officer

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING A NEW MASTER AGREEMENT WITH MUELLER SYSTEMS, LLC TO PROVIDE SUPPORT FOR Mi.HOST SOFTWARE AND METER DATA HOSTING FOR ONE YEAR (CITY-WIDE)**
Council Meeting:	Special Council Meeting, October 13, 2020
Purpose:	To provide continued support for Mi.Host and meter data hosting for the utility billing system
Cost:	$270,243.00
Funding Source:	

Background:

The Water Sewer Business Administration is in need of a new Master Agreement with Mueller Systems, LLC to obtain support for Mi.Host and meter data hosting for the current utility billing system. Mi.Host is the proprietary meter data management system for the City's Mueller AMI utility metering system. The Master Agreement would also continue to allow the City's metering data to reside remotely on Mueller servers.

During the next year the Water Sewer Business Administration will be undertaking a program to assess and repair the City's utility billing system, including the meter data management system.

Please let me know if you need any additional information or have any questions.

MUELLER SYSTEMS
MASTER AGREEMENT

THIS MASTER AGREEMENT (this "**Agreement**") is entered into this _____ day of _____ _____ _____ between MUELLER SYSTEMS, LLC, a Delaware limited liability corporation having its principal offices at 1200 Abernathy Road NE, Suite 1200 Atlanta, Georgia 30328 (referred to in this Agreement as "**Mueller Systems**" or "**Provider**"), and _____ (referred to in this Agreement as "**Customer**"). This Agreement governs the sale by Provider and the purchase by Customer for its own use and not for resale of, as applicable, Software, Documentation and other items related to advanced metrology infrastructure systems. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and terms and conditions of any other agreement or document, the terms and conditions of this Agreement shall govern and control and the conflicting or inconsistent terms and conditions are hereby rejected. In consideration of the mutual obligations set forth in this Agreement, Customer and Mueller Systems agree as follows:

1. **DEFINITIONS.**

a. "**Content**" means the information developed or legally acquired by Customer which may be used in connection with or accessed by any module of the Software.

b. "**Documentation**" means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software.

d. "**Services**" means activities related to hosting services and Software support services as provided by Mueller Systems and as identified in Appendix A.

e. "**Software**" means the object code versions of Mueller Systems' online Sentryx or Mi.Host platform related to Mueller Systems' Mi.Net AMI System together with all subsequent authorized updates, replacements, modifications or enhancements.

2. **SOFTWARE**

a. Online Software Access. Subject to the terms of this Agreement and the payment of the fees specified in Section 5a herein, Mueller Systems grants to Customer, for its internal business purposes and during the term of this agreement, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use and make available to Customer's utility users, as applicable, and/or employees the online, hosted Software specified herein.

b. Restrictions. Except as specifically and expressly permitted in writing by Mueller Systems, Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work; or (iv) include or combine the Software in or with any other software.

c. Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Customer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Mueller Systems owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Mueller Systems, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

d. Reservation. Mueller Systems reserves all rights not specifically granted under this Agreement.

3. **SERVICES** In consideration of the fees set forth in Appendix B of this Agreement, Mueller Systems will provide the Services identified in Appendix A.

4. **CONFIDENTIALITY**

a. The Software and Documentation, including any ideas, concepts, know-how and technology

contained therein, shall be considered the proprietary and confidential information of Mueller Systems and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Mueller Systems and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate, written non-disclosure agreement exists between Mueller Systems and Customer, the terms listed herein will apply to the confidential information the parties exchange with each other. The parties understand and agree that confidential information is any and all current and future Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired ("Confidential Information"). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information ("Recipient") before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party.

b. Recipient agrees to protect the disclosing party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party's Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.

c. Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure of the particular Confidential Information.

d. Neither party warrants nor guarantees the accuracy of any Confidential Information transferred between the parties.

5. **FEES AND PAYMENT**

a. Software Fees. Customer shall pay the Software fees set forth in Appendix B of this Agreement.

b. Service Fees. Customer shall pay the Service fees set forth in Appendix B of this Agreement.

c. Taxes. All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed by any authority in connection with this Agreement and with Customer's performance hereunder. Customer will promptly reimburse Mueller Systems for any and all taxes or duties that Mueller Systems may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on Mueller Systems' income, or any taxes for which Customer is exempt, provided Customer has furnished Mueller Systems with a valid tax exemption certificate.

d. Payment. Unless provided otherwise herein, Customer agrees to pay all amounts specified in Appendix B or otherwise due under this Agreement upon receipt of invoice. Past due amounts will bear interest from the due date until paid at a rate of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law, whichever is less. All payments made under this Agreement shall be nonrefundable, except as specifically provided otherwise in this Agreement.

6. **TERM; TERMINATION**

a. Term. The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then-current Mueller Systems prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Mueller Systems may increase support fees at any time on thirty (30) days prior notice to Customer. Within such thirty (30) days, Customer may terminate the Agreement by providing written notice to Mueller Systems.

b. Termination for Breach. If either party breaches this Agreement, and such breach is not cured within ten (10) days of the breach, after receiving written notice, the non-breaching party may terminate this Agreement, including all licenses provided herein, effective upon written notice to the other party. The breaching party agrees that if it breaches this Agreement, the non-breaching party will be entitled to injunctive or similar equitable relief and that the breaching party will not argue in any proceeding that its breach will not cause irreparable harm to the non-breaching party or that the non-breaching party can be adequately compensated for any such harm by any remedies other than by injunctive relief.

c. Effect of Termination. Termination of this Agreement shall have the effect designated in Appendix A.

d. Non-Exclusive Remedy. Termination of this Agreement or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. Survival. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

7. LIMITED WARRANTIES; REMEDIES

a. Software. Subject to the exclusions herein, the Software will perform substantially in conformance with the applicable Documentation provided to Customer by Mueller Systems. Mueller Systems does not warrant that the Software will operate in combinations with other software, except as specified in the Documentation, that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Software warranties set forth above shall be, at Mueller Systems' option, to either (x) repair or replace any Software containing an error or condition which is reported by Customer in writing to Mueller Systems which causes the Software not to conform with the warranty set forth herein; or (y) refund a pro-rated amount paid by Customer to Mueller Systems on a seven (7) year straight line depreciation rate schedule and terminate this Agreement and all licenses provided herein.

b. Services. Mueller Systems warrants that all services provided by it to Customer under this Agreement shall be performed in a workmanlike manner. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Service warranties set forth above shall be the re-performance of the applicable non-conforming Service.

c. Costs. Any and all costs associated with Software will be the responsibility of Customer.

d. Exclusions. The warranties provided by Mueller Systems shall not apply to Software which: (i) has been altered, except with the express written consent, permission or instruction of Mueller Systems, (ii) has been used in conjunction with another product resulting in the defect, except for those third party products specifically approved by Mueller Systems, (iii) was other than the most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) has been damaged by improper environment, abuse, misuse, neglect, accident, alteration, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, (v) has not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Mueller Systems, or (vi) a virus is introduced through no fault of Mueller Systems.

e. DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES STATED

ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION, THE SOFTWARE, OR ANY SERVICES TO BE PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH MUELLER SYSTEMS EXPRESSLY DISCLAIMS.

8. **INDEMNIFICATION.** Mueller Systems will indemnify and defend Customer from any third-party claim that the Software infringes on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to infringement of intellectual property rights by a third party's products and software. Mueller Systems has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Software or from any combination, operation or use of the Software with other third-party products or services. Mueller Systems' duty to indemnify under this Section is contingent upon Mueller Systems receiving prompt notice of a claim and Mueller Systems' right to solely control resolution of a claim. Customer's sole remedy for an indemnified claim under this Section is as follows: Mueller Systems will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued use of the affected Software, (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Mueller Systems' liability and responsibility for indemnifying Customer for infringement of intellectual property rights

9. **LIMITATION OF LIABILITY.**

a. MUELLER SYSTEMS HAS NO LIABILITY WITH RESPECT TO DAMAGE OR DESTRUCTION OF PROPERTY OR THE PERSONAL INJURY OR DEATH OF PERSONS. MUELLER SYSTEMS EXPRESSLY WAIVES ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND/OR LIQUIDATED DAMAGES. MUELLER SYSTEMS' MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE AND SERVICES IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS AND WILL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNT PAID BY CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SOFTWARE AND SERVICES PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

b. The provisions of this Agreement allocate the risks between Customer and Mueller Systems. Mueller Systems' pricing reflects this allocation of risk and the limitations of liability specified herein.

10. **NOTICE.** All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.

11. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Mueller Systems will be free of liability to the Customer where Mueller Systems is prevented from executing its obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, epidemics, pandemics (including but not limited to COVID-19) and war or any other unforeseen and

uncontrollable. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State of Delaware, and applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

[Signatures Appear on the Following Page]

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Mueller Systems

By:

Name (Print or Type)

Title

Customer

By:

Name (Print or Type)

Title

Note: Please initial and return all pages

Appendix A

Services

1. Software Services and Support Obligations

a. "Update" to the Software means a subsequent release of the Software that Provider makes generally available to its current customers for the Software. Updates include changes and corrections to the Software as are required to keep the Software in substantial conformance with the applicable Documentation and that are created by Provider as corrections for defects in the Software. Updates shall not include any release, option or future product that Provider licenses separately. Provider shall in its sole discretion determine the nature, content, timing and release of any Updates.

b. Web-based support, consisting of information on the most current release of the Software through Provider's web site.

c. Phone support in the form of advice and counsel via telephone regarding Customer's use of the most current release of the Software, as well as Customer's connectivity and ability to access Content. Phone Support is provided from 8:00 AM to 7:00 PM Eastern Time, Monday through Thursday and 8:00 AM to 5:00 PM Eastern Time on Fridays. All hours and days exclude recognized U.S. holidays observed by Mueller Systems.

2. Software Hosting Services

a. Except as specifically permitted in this Agreement, Customer shall have web-based access the Software hosted by Provider pursuant to this Agreement.

b. Provider shall provide Customer with access and related hosting services to the Software installed on Provider's servers. Provider will also install the Content provided by Customer. Provider will define the appropriate performance specifications and will host the server at a Provider's location. Provider will monitor and perform routine maintenance on the server, and if the server is not operating properly, will make a good faith effort to operate Customer's system on a backup server, if available. Access to Customer's server is restricted to authorized Provider information technology and support personnel only. Differential and full server backups are performed when reasonably practicable.

c. Customer shall be responsible for installing, operating and maintaining the equipment, software, and/or facilities at Customer location recommended by Provider for effective access to and use of the Software installed on Mueller Systems server. Customer shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment at Customer's location necessary for accessing the Software.

d. Upon termination, for any reason, of the Agreement or any license(s) granted herein, Provider shall immediately cease providing access to the Software and Hosting Services. Customer shall (i) immediately stop access and use of all such Provider confidential information (including Software); (ii) shall return all copies of the Software, Documentation, and any Provider confidential information to Provider; and (iii) delete all Software, Documentation, and other confidential information off of any and all storage media possessed or controlled by Customer. Customer shall provide Provider with written certification signed by an officer of Customer that Customer has complied with the provisions of this Section. Customer shall immediately pay all amounts due to Provider.

Appendix B

One (1) year software hosting and maintenance for 60,054 Mi.Nodes at a rate of $4.50 per Mi.Node for a total of $270,243.00 on an annual basis, unless otherwise adjusted per this Agreement.

OFFICE OF THE CITY ATTORNEY
10-7-2020

ORDER AUTHORIZING AN AGREEMENT WITH KEYSTONE UTILITY SYSTEMS, LLC TO PROVIDE MAINTENANCE SERVICES FOR THE CITY OF JACKSON AUTOMATED METERING INFRASTRUCTURE (AMI) INCLUDING WATER METERS (CITYWIDE)

WHEREAS, the City of Jackson currently has automated metering infrastructure (AMI) equipment and water meters supplied by Mueller Systems, LLC (Mueller); and

WHEREAS, Mueller has been providing maintenance services for this equipment through a subcontractor, Keystone Utility Systems, LLC (KUS); and

WHEREAS, the Water-Sewer Business Administration has determined that it will be able to obtain more effective, efficient, and less costly maintenance by contracting directly with KUS, whose principal business address is 99 Parry Street, Luzerne, Pennsylvania 18709; and

WHEREAS, KUS is proposing to provide project implementation and oversight; mitigation and service of any non-responsive endpoints or meters; crew management; QA audits; programming and register swaps; network mitigation; node swaps; radio reading services; and Hot Rod installation; and

WHEREAS, the City would be responsible for supplying vendor-specific materials necessary for maintenance, repair, and replacement of equipment; and

WHEREAS, KUS is proposing to provide these services, including travel to Jackson, for a six-month period for $73,200 with an option to renew from month-to-month thereafter, solely at the City's option, at a cost of $12,200 per month for a total period of one year; and

WHEREAS, the Water-Sewer Business Administration recommends entering into a services agreement with KUS for the described services for a period of one year at a cost not to exceed $146,400.00 with the option to terminate the Agreement at the end of six months or at the end of any month thereafter.

IT IS, THEREFORE, ORDERED that a services agreement with Keystone Utility Systems, LLC to provide project implementation and oversight; mitigation and service of any non-responsive endpoints or meters; crew management; QA audits; programming and register swaps; network mitigation; node swaps; radio reading services; Hot Rod installation; and related services for a period of one year at a cost not to exceed $146,400.00 with the option to terminate the Agreement at the end of six months or at the end of any month thereafter, solely at the option of the City, is approved.

Agenda Item No. 34
October 13, 2020

BY: BLAINE, LUMUMBA

IT IS FURTHER ORDERED that the Mayor is authorized to execute a services agreement with Keystone Utility Systems, LLC consistent with the terms described herein.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 6, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING AN AGREEMENT WITH KEYSTONE UTILITY SYSTEMS, LLC TO PROVIDE MAINTENANCE SERVICES FOR THE CITY OF JACKSON AUTOMATED METERING INFRASTRUCTURE (AMI) INCLUDING WATER METERS (CITYWIDE)**
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**	City of Jackson residents citywide.
4.	**Benefits**	Will provide necessary maintenance and mitigation of AMI and water meters
5.	**Schedule (beginning date)**	October 2020
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Depart[redacted]t** ▪ **Consultant** ☐	This project was implemented by the Water-Sewer Business Administration
8.	**COST**	Not to exceed $146,400.00
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** [redacted]	Proceeds of the $7,000,000 emergency loan 178-521.90.6419
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING AN AGREEMENT WITH KEYSTONE UTILITY SYSTEMS, LLC TO PROVIDE MAINTENANCE SERVICES FOR THE CITY OF JACKSON AUTOMATED METERING INFRASTRUCTURE (AMI) INCLUDING WATER METERS (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, Legal Counsel _____

10/6/20
DATE

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Robert Blaine, Ph.D., Chief Administrative Officer

Date: October 6, 2020

Attached you will find an agenda item to approve a service agreement with Key Stone Utility Systems, LLC for maintenance of the AMI and water meters.

Background:

The Water-Sewer Business Administration is discontinuing its maintenance agreement with Mueller Systems, LLC intends to contract directly with Keystone Utility Systems, LLC (KUS). KUS is very familiar with the City of Jackson and the issues with its AMI and water meters because they have been a subcontractor providing maintenance and warranty services under Mueller. By contracting directly with KUS, the City anticipates greater effectiveness and efficiency in maintenance services. The City also anticipates saving money and will have the flexibility of terminating the one-year contract at the end of six months or at the end of any month thereafter. This will be important as the City moves forward with its Program Manager The Preo Group, LLC in formulating the appropriate strategy for addressing the City's issues with its AMI and water meters.

KUS will provide project implementation and oversight; mitigation and service of any non-responsive endpoints or meters; crew management; QA audits; programming and register swaps; network mitigation; node swaps; radio reading services; and Hot Rod installation for one year at a cost not to exceed $146,400.00.

It is the recommendation of WSBA that the contract with Keystone Utility Systems, LLC be approved.

Keystone Utility Systems

KUS-City of Jackson Junior PM Proposal

MAILING ADDRESS * P.O. BOX 1433 * KINGSTON, PA 18704 - LOCATION * 99 PARRY STREET * LUZERNE, PA 18709

(570)287-2194 * Fax (570)287-1663 * www.KeystoneUtilities.com

Junior PM/City of Jackson Service Technician – City of Jackson - KUS

Keystone Utility Systems, LLC (KUS) proposes to furnish services as a Junior PM/City of Jackson Service Technician for a minimum duration of 6 months, with the option to continue services month-to-month. KUS will provide travel expenses and City of Jackson or Meter Vendor will provide data, materials, ancillary vendor-specific items, and project oversight.

KUS services to be performed

- Project implementation and oversight
- Mitigation and service of any non-responsive endpoints or meters
- Crew management
- QA Audits
- Programming and Register Swaps
- Network Mitigation
- Node Swaps
- Radio Reading Services
- Hot Rod Installation

KUS to provide

- Knowledgeable PM with City of Jackson Training
- Basic tools
- Office support
- Travel included in pricing

City of Jackson or Meter Vendor to provide

- All vendor specific materials
  - Nodes, brackets, gaskets, TTLs, etc.
- Project oversight
- All project data and materials
- Access to necessary programming devices required for services

- Pricing Chart –

Line Item Description	Price Each	Qty	Total Line Price
1 Month Pricing - Junior PM Deployment	$ 12,200.00	12	$ 146,400.00
Additional Technician	$ 7,000.00	TBD	TBD

Thank you for your time and consideration.

Mike Cutrone
Vice President
Keystone Utility Systems

Tuesday, September 15, 2020

OFFICE OF THE CITY ATTORNEY
10/7/2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH YOLANDA WILSON, MD D/B/A JACKSON PEDIATRIC ASSOCIATES TO PROVIDE HEALTHCARE INFORMATION SERVICES TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)

WHEREAS, the Bluegreen Alliance Foundation has awarded the City of Jackson, Mississippi ("City") funds to implement programs that will measurably reduce babies' exposure to toxic chemicals in the first 1000 days of development; and

WHEREAS, the Bluegreen Alliance Foundation requires all funded recipients to evaluate and report on the effectiveness of its programming; and

WHEREAS, it is the best interest of the City to hire an independent agent/agency to provide certain services to ensure the effectiveness of the program; and

WHEREAS, Yolanda Wilson, MD d/b/a Jackson Pediatric Associates is capable and qualified to provide healthcare information services, conduct an evaluation, and prepare a report as required by the Bluegreen Alliance Foundation.

IT IS HEREBY ORDERED that the Mayor be authorized to execute and submit an agreement with Yolanda Wilson, MD d/b/a Jackson Pediatric Associates in an amount not to exceed One Thousand Dollars ($1,000) for the provision of healthcare information services evaluation, and preparation of a report as required by The Bluegreen Alliance Foundation related to its collaboration with the Bright Cities Program of Healthy Babies Bright Futures.

(Kidd, Lumumba)

Agenda Item No. 35
October 13, 2020
(Kidd,Lumumba)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 9/22/20

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes an agreement with Yolanda Wilson MD dba Jackson Pediatric Associates to provide healthcare information services to the City of Jackson.
2.	**Public Policy Initiative** o **Youth & Education** o **Crime Prevention** o **Changes in City Government** o **Neighborhood Enhancement** o **Economic Development** o **Infrastructure and Transportation** o **Quality of Life**	Quality of Life Youth and Education
3.	**Who will be affected**	Parents of infants to 2 year old
4.	**Benefits**	Educational
5.	**Schedule** **(Beginning date)** **(Completion date)**	Upon approval
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** o **Mayor's Office** o **City Department** o **Consultant**	Department of Human and Cultural Services
8.	**COST**	$1,000.00
9.	**Source of Funding** o **General Fund** o **Enterprise** o **Grant** o **Bond** **Other**	Bluegreen Alliance Foundation Grant Healthy Babies Bright Futures 340 433 65 6419
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A NABE _____ % WAIVER yes ___ no ___ N/A

Department of Human and Cultural Services

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

MEMO

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

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

DATE: **September 21, 2020**

SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH YOLANDA WILSON, MD DBA JACKSON PEDIATRIC ASSOCIATES TO PROVIDE HEALTHCARE INFORMATION SERVICES TO THE CITY OF JACKSON.

This agenda item authorizes the execution of a contractual agreement with Yolanda Wilson MD dba Jackson Pediatric Associates to provide healthcare information services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH YOLANDA WILSON, MD D/B/A JACKSON PEDIATRIC ASSOCIATES TO PROVIDE HEALTHCARE INFORMATION SERVICES TO THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*
Monica D. Allen, *Special Assistant to City Attorney*

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. PAMELA SCOTT D/B/A SCOTT PROFESSIONAL SERVICES, LLC TO PROVIDE BREASTFEEDING EDUCATION INFORMATION SERVICES TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)

OFFICE OF THE CITY ATTORNEY 10/1/2020

WHEREAS, the Bluegreen Alliance Foundation has awarded the City of Jackson, Mississippi ("City") funds to implement programs that will measurably reduce babies' exposure to toxic chemicals in the first 1000 days of development; and

WHEREAS, the Bluegreen Alliance Foundation requires all funded recipients to evaluate and report on the effectiveness of its programming; and

WHEREAS, it is the best interest of the City to hire an independent agent/agency to provide certain services to ensure the effectiveness of the program; and

WHEREAS, Dr. Pamela Scott d/b/a Scott Professional Services, LLC is capable and qualified to provide breastfeeding education information services, conduct an evaluation, and provide a report as required by the Bluegreen Alliance Foundation.

IT IS HEREBY ORDERED that the Mayor be authorized to execute and submit an agreement with Dr. Pamela Scott d/b/a Scott Professional Services, LLC in an amount not to exceed Four Hundred Dollars ($400.00) for the provision of breastfeeding education information services required by The Bluegreen Alliance Foundation related to its collaboration with the Bright Cities Program of Healthy Babies Bright Futures.

(Kidd, Lumumba)

Agenda Item No. 36
October 13, 2020
(Kidd,Lumumba)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 9/21/2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes an agreement with Dr. Pamela Scott dba Scott Professional Services, LLC to provide breastfeeding education information to the City of Jackson.
2.	**Public Policy Initiative** o Youth & Education o Crime Prevention o Changes in City Government o Neighborhood Enhancement o Economic Development o Infrastructure and Transportation o Quality of Life	Quality of Life
3.	**Who will be affected**	Residents ages newborn to two-year-old
4.	**Benefits**	Education
5.	**Schedule** **(Beginning date)** **(Completion date)**	Upon approval
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** o Mayor's Office o City Department o Consultant	Department of Human and Cultural Services
8.	**COST**	$400.00
9.	**Source of Funding** o General Fund o Enterprise o Grant o Bond **Other**	Bluegreen Alliance Foundation Grant Healthy Babies Bright futures 340 433 65 6419
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A AABE ____ % WAIVER yes ___ no ___ N/A WBE ____ % WAIVER yes ___ no ___ N/A HBE ____ % WAIVER yes ___ no ___ N/A NABE ____ % WAIVER yes ___ no ___ N/A

Department of Human and Cultural Services

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

MEMO

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

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

DATE: **September 21, 2020**

SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. PAMELA SCOTT DBA SCOTT PROFESSIONAL SERVICES, LLC TO PROVIDE BREASTFEEDING EDUCATION INFORMATION TO THE CITY OF JACKSON.

This agenda item authorizes the execution of a contractual agreement with Dr. Pamela Scott dba Scott Professional Services, LLC to provide breastfeeding education information to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

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OFFICE OF THE CITY ATTORNEY
10/1/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. PAMELA SCOTT D/B/A SCOTT PROFESSIONAL SERVICES, LLC TO PROVIDE BREASTFEEDING EDUCATION INFORMATION SERVICES TO THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*
Monica D. Allen, *Special Assistant to City Attorney*

10/3/2020
Date

OFFICE OF THE CITY ATTORNEY
10/1/2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. CINDY AYERS ELLIOTT DBA FOOTPRINT FARMS, LLC TO PROVIDE FRESH FOOD AND PRODUCE TO THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)

WHEREAS, the Bluegreen Alliance Foundation has awarded the City of Jackson, Mississippi ("City") funds to implement programs that will measurably reduce babies' exposure to toxic chemicals in the first 1000 days of development; and

WHEREAS, the Bluegreen Alliance Foundation requires all funded recipients to evaluate and report on the effectiveness of its programming; and

WHEREAS, it is the best interest of the City to hire an independent agent/agency to provide certain services to ensure the effectiveness of the program; and

WHEREAS, Dr. Cindy Ayers Elliott d/b/a Footprint Farms, LLC is capable and qualified to provide fresh food and produce as contemplated by the Bluegreen Alliance Foundation.

IT IS HEREBY ORDERED that the Mayor be authorized to execute and submit an agreement with Dr. Cindy Ayers Elliott d/b/a Footprint Farms, LLC in an amount not to exceed Two Thousand Dollars ($2,000) for the provision of fresh food and produce as contemplated by The Bluegreen Alliance Foundation related to its collaboration with the Bright Cities Program of Healthy Babies Bright Futures.

(Kidd, Lumumba)

Agenda Item No. 37
October 13, 2020
(Kidd,Lumumba)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 9/25/2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes an agreement with Dr. Cindy Ayers Elliot dba Footprint Farms, LLC to provide fresh food to the City of Jackson.
2.	**Public Policy Initiative** o **Youth & Education** o **Crime Prevention** o **Changes in City Government** o **Neighborhood Enhancement** o **Economic Development** o **Infrastructure and Transportation** o **Quality of Life**	Quality of Life
3.	**Who will be affected**	Residents ages newborn to two-year-old
4.	**Benefits**	Healthy foods
5.	**Schedule** **(Beginning date)** **(Completion date)**	Upon approval
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** o **Mayor's Office** o **City Department** o **Consultant** \	Department of Human and Cultural Services
8.	**COST**	$2000.00
9.	**Source of Funding** o **General Fund** o **Enterprise** o **Grant** o **Bond** **Other**	Bluegreen Alliance Foundation Grant Healthy Babies Bright futures 340 433 65 6419
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A AABE ____ % WAIVER yes ___ no ___ N/A WBE ____ % WAIVER yes ___ no ___ N/A HBE ____ % WAIVER yes ___ no ___ N/A NABE ____ % WAIVER yes ___ no ___ N/A

Department of Human and Cultural Services

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

MEMO

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

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

DATE: **September 25, 2020**

SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. CINDY AYERS ELLIOTT DBA FOOTPRINT FARMS, LLC TO PROVIDE FRESH FOOD TO THE CITY OF JACKSON.

This agenda item authorizes the execution of a contractual agreement with Dr. Cindy Ayers Elliott dba Footprint Farms, LLC to provide fresh food to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

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OFFICE OF THE CITY ATTORNEY 10/1/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. CINDY AYERS ELLIOTT DBA FOOTPRINT FARMS, LLC TO PROVIDE FRESH FOOD AND PRODUCE TO THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney* **Date**
Monica D. Allen, *Special Assistant to City Attorney*

OFFICE OF THE CITY ATTORNEY
10/1/2020

ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO NORTH MISSISSIPPI EDUCATION CONSORTIUM CHILD CARE CLEAN + PROGRAM FOR PERSONAL PROTECTIVE EQUIPMENT AND CLEANING AND SANITIZING SUPPLIES.

WHEREAS, the North Mississippi Education Consortium has issued a request for grant applications from childcare facilities to provide funding under the Child Care Clean + Program; and

WHEREAS, the submission of a grant application to North Mississippi Education Consortium Child Care Clean + Program will be based on the number of applicants that meet the requirements; and

WHEREAS, if selected, the City of Jackson, Mississippi's ("City of Jackson") Early Childhood Centers (Jones and Westside locations) will receive a credit to spend on personal protection equipment, and cleaning and sanitizing supplies. There will not be any funds awarded; and

WHEREAS, the City is not required to provide a match; and

WHEREAS, the Department of Human and Cultural Services recommends the submission of a grant application to the North Mississippi Education Consortium's Child Care Clean + Program on behalf of the City of Jackson, Mississippi.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute and submit a grant application, as well as any and all documents necessary, to the North Mississippi Education Consortium's Child Care Clean + Program on behalf of the City of Jackson, Mississippi's Early Childhood Development Centers (Jones and Westside locations).

(KIDD, LUMUMBA)

Agenda Item No. 38
October 13, 2020
(Kidd,Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9-18-2020
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO NORTH MISSISSIPPI EDUCATION CONSORTIUM CHILD CARE CLEAN + PROGRAM FOR PPE'S AND CLEANING AND SANITIZING SUPPLIES.
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**	All children enrolled in the City of Jackson early Childhood Development Program (Jones & Westside)
4.	**Benefits**	The grant will assist with continuing to provide a safe environment
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Human and Cultural Services Department Early Childhood Development
8.	**COST**	0
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	North Mississippi Education Consortium Grant
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Revised 2-04

Department of Human and Cultural Services

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

MEMO

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

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

DATE: **September 18, 2020**

SUBJECT: ORDER REQUESTING PERMISSION TO APPLY FOR GRANT FROM NORTH MISSISSIPPI EDUCATION CONSORTIUM CHILD CARE CLEAN + PROGRAM TO OBTAIN PPE'S CLEANING AND SANITIZING SUPPLIES.

We are requesting permission to apply for a grant from North Mississippi Education Consortium Child Care Clean + Program for (Jones and Westside ECDC). No money will be awarded.

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

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY 10/1/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO NORTH MISSISSIPPI EDUCATION CONSORTIUM CHILD CARE CLEAN + PROGRAM FOR PERSONAL PROTECTIVE EQUIPMENT AND CLEANING AND SANITIZING SUPPLIES** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*
Monica D. Allen, *Special Assistant to City Attorney*

10/2/20
Date

OFFICE OF THE CITY ATTORNEY
10/6/20

ORDER RATIFYING THE REVISED RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION ADOPT A RESOLUTION TO DECLARE THE NECESSITY FOR ISSUANCE OF STATE GENERAL OBLIGATION BONDS

WHEREAS, the City of Jackson, Mississippi ("City of Jackson") voted to approve a resolution by the Mayor of Jackson requesting the Department of Finance and Administration adopt a resolution to declare the necessity for issuance of state general obligation bonds; and

WHEREAS, resolution addressed funding to assist the City of Jackson with the renovation of the Russell C Davis Planetarium; and

WHEREAS, the original resolution was not accepted by the Department of Finance and Administration due to the lack of information regarding the estimated project completion; and

WHEREAS, the Cultural Services Division was notified on Friday, October 2, 2020 at 12:27 PM of the need to change the information and resubmit by 1:30 PM the same day; and

WHEREAS, the resolution was revised, approved by Legal, resigned by the necessary parties, and resubmitted in the allotted time frame,

IT IS, THEREFORE, ORDERED that the revised resolution of the City of Jackson sent to the Department of Finance and Administration regarding the issuance of state general obligation bonds for the renovation of the planetarium is hereby ratified.

(KIDD, LUMUMBA)

Agenda Item No. 39
October 13, 2020
(Kidd,Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/5/20
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order Ratifying the revised resolution for the Department of Finance and Administration to include the estimated project completion.
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 Youth & Education
3.	**Who will be affected**	Students and citizens in the City of Jackson
4.	**Benefits**	Funds for our Planetarium renovation.
5.	**Schedule (beginning date)**	
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** [X] ▪ **Consultant** [ ]	Department of Human and Cultural Services
8.	**COST**	$0
9.	**Source of Funding** ▪ **General Fund** [ ] ▪ **Grant** [ ] ▪ **Bond** [ ] ▪ **Other** [ ]	
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Revised 2-04

Department of Human and Cultural Services

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

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

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

DATE: October 5, 2020

SUBJECT: Order Ratifying the Planetarium Renovation Bond Bill Revised Resolution

The Cultural Division was notified on Friday, October 2, 2020 at 12:05 PM to contact the Department of Finance and Administration ("DFA") regarding out resolution passed on September 30, 2020. DFA notified the Division over the phone at 12:27 PM that the resolution had been "altered" from what they sent over and requested, and that we needed to have a corrected resolution to them by 1:30 PM that same day. The "altered" information was the removal of the estimated project completion. We had the language added, resigned, and resubmitted at 1:13 PM. This order ratifies the revisions.

AK/jdl

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
10/6/20

This **ORDER RATIFYING THE REVISED RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI REQUESTING THE DEPARTMENT OF FINANCE ADMINISTRATION ADOPT A RESOLUTION TO DECLARE THE NECESSITY FOR ISSUANCE OF STATE GENERAL OBLIGATION BONDS** is legally sufficient for placement in NOVUS Agenda.

10/6/20

Timothy Howard, *City Attorney*
Monica D. Allen, *Special Assistant*

Date

RESOLUTION OF THE CITY OF JACKSON REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO ADOPT A RESOLUTION TO DECLARE THE NECESSITY FOR ISSUANCE OF STATE GENERAL OBLIGATION BONDS

WHEREAS, the **City of Jackson** has undertaken a project as defined in **Section 40** of **House Bill 1730**, **2020 Regular Legislative Session**, to assist in paying the costs associated with renovating the Russell C. Davis Planetarium, (hereinafter "the Project"), with an anticipated completion date of April of 2022; and

WHEREAS, during the 2020 Regular Legislative Session, House Bill 1730 was approved and sent to the Governor; and

WHEREAS, Section 40 of **House Bill 1730**, **2020 Regular Legislative Session,** authorizes the issuance of State General Obligation Bonds, in an amount not to exceed **$1,000,000.00** to provide funding to assist the **City of Jackson** with the Project; and

WHEREAS, the **City of Jackson** has now determined that there is a necessity to request that these bonds be issued and the proceeds thereof disbursed to the **City of Jackson**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF JACKSON that, pursuant **Section 40** of **House Bill 1730**, **2020 Regular Legislative Session**, the Department of Finance and Administration will adopt a resolution to be presented to the State Bond Commission declaring the necessity for the issuance of **$1,000,000.00** in General Obligation Bonds to assist the **City of Jackson** with the Project for the purpose as stated in paragraph one; and

BE IT FURTHER RESOLVED that the **Mayor and/or Clerk** of the **City of Jackson** is hereby authorized to represent the **City of Jackson** in all dealings with the Department of Finance and Administration and/or the State Bond Commission and to assist in the issuance of said bonds in any manner that is required.

SO RESOLVED this the 2nd of October, 2020.

City of Jackson

By: _____
Chokwe Antar Lumumba, Mayor
TEH/MOES

ATTEST:

_____
Angela Harris, City Clerk

Office of the Mayor
Chokwe A. Lumumba, Mayor of the City of Jackson

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

September 16, 2020

Gilda Reyes, Director
Bond Advisory Division
MS Department of Finance and Administration
Post Office Box 267
Jackson, Mississippi 39205-0267

Re: Declaration of necessity to issue bonds

Dear Mrs. Reyes:

Section 40 of **House Bill 1730, 2020 Regular Legislative Session**, (hereinafter "the Project"), authorizes the issuance of **$1,000,000** in State General Obligation Bonds to provide funds to assist the **City of Jackson** in paying the costs associated with the Project.

By this letter, we are declaring the necessity for the issuance of said bonds, and thus, request that you include the **$1,000,000** in the Resolution of the Department of Finance and Administration ("DFA") for the bond sale. Additionally, enclosed is a resolution adopted by the **City of Jackson** and a completed W-9 Form.

We understand that once the bonds are issued and the proceeds are available, we will execute a Funding Grant Agreement ("FGA") between us and the DFA detailing the specific requirements for expenditure as authorized by the legislation, in addition to submitting a letter requesting the transfer of proceeds, both of which documents will be provided to us by the DFA.

Should you need additional information, please contact Angela Harris at 601-960-1137 or via email at aharris@city.jackson.ms.us.

Sincerely,

Chokwe Antar Lumumba, Mayor

OFFICE OF THE CITY ATTORNEY
10/6/20

ORDER ADOPTING A REVISED CITYWIDE RECORDS RETENTION SCHEDULE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on February 23, 2016, the City Council of Jackson, Mississippi passed a Resolution adopting a citywide records retention schedule for the City of Jackson; and

WHEREAS, in July 2020, the Mississippi Department of Archives and History revised the State of Mississippi's retention schedule; and

WHEREAS, it has been determined that the State of Mississippi's "Records Retention Schedules for Municipalities: General Schedules", as set forth by the State of Mississippi, comply with federal and state statutes and generally accepted records management practices for the retention and destruction of City records; and

WHEREAS, the adoption of the same is in the best interests of the City of Jackson, in order to facilitate the orderly and efficient transfer, retention, and destruction of its records.

IT IS, THEREFORE, ORDERED that the City of Jackson, Mississippi, hereby adopts the State of Mississippi's "Records Retention Schedules for Municipalities: General Schedules" as its revised citywide records retention schedule.

Agenda Item # 40
Date: October 13, 2020
By: A. Harris, Lumumba

M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

TO: Honorable Chokwe Antar Lumumba, Mayor

FROM: Angela Harris, City Clerk

DATE: September 28, 2020

RE: **Revised Citywide Retention Schedule for the City of Jackson**

The Department of Municipal Clerk is adhering to Section 39-5-9, Mississippi Code of 1972, as amended to follow the procedure whereby certain public records which have served their purpose are no longer required, may be destroyed and the destruction of said records will not interfere with the services and functionality of the City. The attached order signifies the adoption of the State of Mississippi Records Retention Schedules for Municipalities General Schedules in order to facilitate the orderly and efficient transfer, retention, and destruction of the records of the City of Jackson.

The Department of Archives and History has revised the State of Mississippi Records Retention Schedules for Municipalities General Schedules by record type, each type of record and their respective retention periods.

Please feel free to contact me with any additional questions.

Office of the City Attorney

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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY
10/6/24

OFFICE OF THE CITY ATTORNEY

This **ORDER ADOPTING A REVISED CITYWIDE RECORDS RETENTION SCHEDULE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard, *City Attorney*

10/6/24
Date

ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2019 MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT PROGRAM APPLICATION (402), ADMINISTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF $500,000.00.

WHEREAS, the City of Jackson has been granted the opportunity to apply and receive for the fiscal year 2021 Mississippi Office of Highway Safety Grant and Implementation administered by the State of Mississippi Department of Public Safety; and

WHEREAS, the 2021 Mississippi Office of Highway Safety Grant and Implementation Program requires no matching funds; and

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

IT IS, HEREBY, ORDERED that the Mayor's is authorized to submit an application for the 2021 Mississippi Officer of Highway Safety and the Department of Public Safety Grant and Implementation.

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 if it is awarded.

APPROVED FOR AGENDA:

By: DAVIS, LUMUMBA

Agenda Item No. 41
October 13, 2020
(Davis,Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **September 17, 2021**
DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	Order Authorizing The Mayor's submission and acceptance of the FY 2021 MOHS Mississippi Office of Highway Safety Grant application (402) administrated by the State of Mississippi Department of Public Safety, in the amount of $500,000.00.
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention
3.	Who will be affected	City of Jackson
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.
5.	Schedule (beginning date)	As per grant guidelines
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	 ALL WARDS CITY WIDE and Surrounding areas.
7.	Action implemented by: City Department ■ Consultant ☐	Jackson Police Department
8.	COST	Grant Funds with no matching funds required.
9.	Source of Funding General Fund ☐ Grant ■ Bond ☐ Other ☐	State of Mississippi Department of Public Safety, MOHS
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A AABE _____% WAIVER yes ___ no ___ N/A WBE _____% WAIVER yes ___ no ___ N/A HBE _____% WAIVER yes ___ no ___ N/A NABE _____% WAIVER yes ___ no ___ N/A

Jackson Police Department

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

MEMORANDUM

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

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

Date: **September 17, 2021**

Subject: **FY 2021 State of Mississippi Department of Public Safety and Mississippi Office of Highway Safety Grant and Implementation Program**

The City of Jackson Police Department has been granted the opportunity to apply and receive a grant from the FY 2021 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program. Funds through this award will be used to assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrest in Occupant Protection, Seatbelts, DUI's, Child Restraint, and Click It or Ticket for Police Officer.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE FY 2019 MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT PROGRAM APPLICATION (402), ADMINISTRATED BY THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF $500,000.00** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
James Anderson, *Deputy City Attorney*

9/23/20
Date

OFFICE OF THE CITY ATTORNEY 9/23/2020

ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOO FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 (WARD 5) (HARRIS, LUMUMBA)

WHEREAS, the governing authorities of the City of Jackson, Mississippi provided authority on January 28, 2019 to negotiate with the ZoOceanarium Group, LLC to provide operations and maintenance for the Jackson Zoo; and

WHEREAS, negotiations are still ongoing; and

WHEREAS, the Department of Parks and Recreation desires to retain current vendors to ensure they are paid timely and expeditiously for a variety of services necessary to ensure continuous care of animals, staff and maintenance needs are met, at the Jackson Zoo, while negotiations between the City and ZoOceanarium continue; and

WHEREAS, said Jackson Zoo vendors (without contracts), shall provide services from October 1, 2020 through September 30, 2021, as follows:

JACKSON ZOO VENDORS – (WITHOUT CONTRACTS)			
	Vendor Name	**Business Type**	**Account Number**
1.	AirGas USA Payments not to exceed $1,200.00	Oxygen for Animal Medical Procedures	001-498.00-6419
2.	All About Animals Veterinary Clinic Payments not to exceed $31,900.00	Contract Veterinarian	001-498.00-6419
3.	Aloha Lock & Key Payments not to exceed $500.00	Locksmith	001-498.00-6214
4.	Animal Health Products Payments not to exceed $700.00	Animal Medical Supplies	001-498.00-6212
5.	Bionic Bait Payments not to exceed $6,000.00	Feed Products	001-498.00-6214
6.	Bob's Pool Service Payments not to exceed $1,500.00	Aquatic Exhibit Supplies	001-498.00-6419
7.	Boehringer Ingelheim Animal Health USA Payments not to exceed $1,000.00	Animal Medication	001-498.00-6213
8.	Centaman Payments not to exceed $12,000.00	POS System	001-498.00-6419
9.	Central Nebraska Packing Payments not to exceed $27,000.00	Feed Products	001-498.00-6214
10.	Comcast Business Payments not to exceed $3,500.00	Cable/Network Services	001-498.00-6419
11.	Computer Management Service of MS Payments not to exceed $2,500.00	IT Services	001-498.00-6419

Agenda Item No. 42
October 13, 2020
(Harris,Lumumba)

JACKSON ZOO VENDORS - (WITHOUT CONTRACTS)			
	Vendor Name	**Business Type**	**Account Number**
12.	Covetrus North America Payments not to exceed $1,500.00	Animal Medical Supplies	001-498.00-6212
13.	Digital X-Ray Service Payments not to exceed $500.00	Animal X-Rays	001-498.00-6419
14.	eMaint Enterprises Payments not to exceed $3,800.00	Maintenance Work Order Software	001-498.00-6419
15.	Federal Express Payments not to exceed $1,500.00	Ship Animal Supplies	001-498.00-6419
16.	First Veterinary Supply Payments not to exceed $900.00	Animal Medical Supplies	001-498.00-6212
17.	Freedom Outreach Ranch Payments not to exceed $1,000.00	Guest Entertainment	001-498.00-6419
18.	Freedom Ranch Wildlife Center Payments not to exceed $5,000.00	Wildlife education and outreach program.	001-498.00-6419
19.	Grainger Payments not to exceed $1,500.00	Maintenance Supplies	001-498.00-6419
20.	Hinds County Tax Collector Payments not to exceed $250.00	License Plates	001-498.00-6419
21.	HMS Zoo Diets Payments not to exceed $14,000.00	Feed Products	001-498.00-6214
22.	Jackson Business Systems Payments not to exceed $2,500.00	Office Supplies	001-498.00-6419
23.	Jacobson Hat Company Payments not to exceed $3,000.00	Gift Shop Inventory	001-498.00-6419
24.	Jones Refrigeration Payments not to exceed $7,500.00	Repair Animal Food Cooler and Freezer	001-498.00-6419
25.	Living Reptile Museum Payments not to exceed $1,200.00	Guest Entertainment	001-498.00-6419
26.	McGraw Gotta Go Payments not to exceed $2,500.00	Hand Sanitizer Stations	001-498.00-6419
27.	McRoberts Sales Company Payments not to exceed $6,000.00	Feed Products	001-498.00-6214
28.	Merchants Feed Service Payments not to exceed $20,000.00	Feed Products	001-498.00-6214
29.	Millbrook Cricket Farm, Inc. Payments not to exceed $1,500.00	Feed Products	001-498.00-6214
30.	MS Pet & Livestock, LLC Payments not to exceed $18,332.00	Feed Products	001-498.00-6214
31.	MS Vet. Research & Diagnostic Lab Payments not to exceed $2,500.00	Perform Medical Testing and Necropsies for Animals	001-498.00-6212
32.	NASCO Payments not to exceed $1,000.00	Animal Care Supplies	001-498.00-6212
33.	Neopost	Postage	001-498.00-6419

JACKSON ZOO VENDORS – (WITHOUT CONTRACTS)			
	Vendor Name	**Business Type**	**Account Number**
	Payments not to exceed $500.00		
34.	Northern Ocean Marine Payments not to exceed $4,000.00	Seafood/Meat Processing Distributor	001-498.00-6214
35.	NovaTime Payments not to exceed $1,200.00	Time Clock	001-498.00-6419
36.	Old South Office Supplies Payments not to exceed $500.00	Gift Shop Supplies	001-498.00-6419
37.	Payments not to exceed $16,000.00	Animal Cleaning and Janitorial Supplies	001-498.00-6213
38.	Pennington & Trim Alarm Services, Inc. Payments not to exceed $1,200.00	Alarm Services	001-498.00-6419
39.	Petco Payments not to exceed $2,000.00	Animal Food / Supplies	001-498.00-6214 001-498.00-6212
40.	Petsmart Payments not to exceed $2,000.00	Animal Food / Supplies	001-498.00-6214 001-498.00-6212
41.	Pitney Bowes Payments not to exceed $500.00	Postage	001-498.00-6419
42.	P-Patch Payments not to exceed $2,500.00	Bird Feed Products	001-498.00-6214
43.	Radiation Detection Co. Payments not to exceed $2,500.00	Wide range of X-ray measurement devices.	001-498.00-6419
44.	Rhode Island Novelty Payments not to exceed $7,500.00	Gift Shop Inventory	001-498.00-6419
45.	Robertson Produce Payments not to exceed $41,000.00	Feed Products	001-498.00-6214
46.	Security Support Services Payments not to exceed $2,000.00	Security Cameras	001-498.00-6419
47.	Signs First Payments not to exceed $600.00	Zoo Signage	005-501.10-6419
48.	Southern Feed & Supply Payments not to exceed $2,000.00	Feed Products	001-498.00-6214
49.	Species 360 Payments not to exceed $10,000.00	Animal Database	001-498.00-6419
50.	Sunrise Fresh Produce Payments not to exceed $10,000.00	Feed Products	001-498.00-6214
51.	Telpro Communications Payments not to exceed $4,200.00	Repair Telephone/Internet Lines	001-498.00-6419
52.	Terry L. Vandeventer Payments not to exceed $5,000.00	Live education science and safety snake programs.	001-498.00-6419
53.	Tommy Rodden Payments not to exceed $2,500.00	Animal Food	001-498.00-6214

JACKSON ZOO VENDORS - (WITHOUT CONTRACTS)			
	Vendor Name	**Business Type**	**Account Number**
54.	Tonight Payments not to exceed $1,000.00	Gift Shop Inventory	001-498.00-6419
55.	U.S. Fish & Wildlife Payments not to exceed $600.00	Animal Permits	001-498.00-6419
56.	Unifirst Corporation Payments not to exceed $3,400.00	Animal Care Uniforms	001-498.00-6419
57.	United Postal Service (UPS) Payments not to exceed $1,500.00	Ship Animal Supplies	001-498.00-6419
58.	United States Postal Service (USPS) Payments not to exceed $350.00	Ship Animal Supplies	001-498.00-6419
59.	USDA APHIS Animal Care Payments not to exceed $500.00	Animal Permits	001-498.00-6419
60.	VRL Laboratories Payments not to exceed $500.00	Animal Testing	001-498.00-6419
61.	Warm & Fuzzy Toys Payments not to exceed $2,500.00	Gift Shop Inventory	001-498.00-6419
62.	Wilcher Farm Payments not to exceed $3,300.00	Feed Products	001-498.00-6214
63.	Wild Republic Payments not to exceed $6,000.00	Gift Shop Inventory	001-498.00-6419
64.	Wildmorph Pythons Payments not to exceed $2,000.00	Animal Food	001-498.00-6214

WHEREAS, each vendor shall be paid up to and not to exceed the amounts listed above in the chart.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to make payments to the above referenced Jackson Zoo vendors, in reference to all requests for payments necessary to ensure continuous care of animals, staff and maintenance needs are met at the Jackson Zoo, not to exceed the amounts listed in the following chart on a per vendor basis for a term period of October 1, 2020 through September 30, 2021:

JACKSON ZOO VENDORS - (WITHOUT CONTRACTS)			
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1.	AirGas USA Payments not to exceed $1,200.00	Oxygen for Animal Medical Procedures	001-498.00-6419
2.	All About Animals Veterinary Clinic Payments not to exceed $31,900.00	Contract Veterinarian	001-498.00-6419
3.	Aloha Lock & Key	Locksmith	001-498.00-6214

JACKSON ZOO VENDORS – (WITHOUT CONTRACTS)			
	Vendor Name	**Business Type**	**Account Number**
	Payments not to exceed $500.00		
4.	Animal Health Products Payments not to exceed $700.00	Animal Medical Supplies	001-498.00-6212
5.	Bionic Bait Payments not to exceed $6,000.00	Feed Products	001-498.00-6214
6.	Bob's Pool Service Payments not to exceed $1,500.00	Aquatic Exhibit Supplies	001-498.00-6419
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13.	Digital X-Ray Service Payments not to exceed $500.00	Animal X-Rays	001-498.00-6419
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24.	Jones Refrigeration Payments not to exceed $7,500.00	Repair Animal Food Cooler and Freezer	001-498.00-6419

JACKSON ZOO VENDORS – (WITHOUT CONTRACTS)			
	Vendor Name	**Business Type**	**Account Number**
25.	Living Reptile Museum Payments not to exceed $1,200.00	Guest Entertainment	001-498.00-6419
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39.	Petco Payments not to exceed $2,000.00	Animal Food / Supplies	001-498.00-6214 001-498.00-6212
40.	Petsmart Payments not to exceed $2,000.00	Animal Food / Supplies	001-498.00-6214 001-498.00-6212
41.	Pitney Bowes Payments not to exceed $500.00	Postage	001-498.00-6419
42.	P-Patch Payments not to exceed $2,500.00	Bird Feed Products	001-498.00-6214
43.	Radiation Detection Co. Payments not to exceed $2,500.00	Wide range of X-ray measurement devices.	001-498.00-6419
44.	Rhode Island Novelty Payments not to exceed $7,500.00	Gift Shop Inventory	001-498.00-6419
45.	Robertson Produce	Feed Products	001-498.00-6214

JACKSON ZOO VENDORS - (WITHOUT CONTRACTS)			
	Vendor Name	**Business Type**	**Account Number**
	Payments not to exceed $41,000.00		
46.	Security Support Services Payments not to exceed $2,000.00	Security Cameras	001-498.00-6419
47.	Signs First Payments not to exceed $600.00	Zoo Signage	005-501.10-6419
48.	Southern Feed & Supply Payments not to exceed $2,000.00	Feed Products	001-498.00-6214
49.	Species 360 Payments not to exceed $10,000.00	Animal Database	001-498.00-6419
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64.	Wildmorph Pythons Payments not to exceed $2,000.00	Animal Food	001-498.00-6214

(HARRIS, LUMUMBA)

Date: **Item#:**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **August 20, 2020**

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizing payment to various vendors (without contracts), for the Jackson Zoo, October 1, 2020 through September 30, 2021, or until the ZoOceanarium Group, LLC, officially takes over the Jackson Zoo.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life
3.	**Who will be affected**	The Jackson Zoo staff and vendors.
4.	**Benefits**	To ensure payments are made in a timely manner.
5.	**Schedule (beginning date)**	Upon City Council approval.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5 No
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Parks and Recreation & the Jackson Zoo.
8.	**COST**	Each vendor shall be paid up to and not to exceed the amounts listed in the Jackson Zoo vendor chart.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Various: (As listed in the Jackson Zoo vendor chart.) 001-498.00-6212 thru 001-498.00-6419
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

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

"One City, One Aim, One Destiny"

Memo

TO: The Honorable Mayor Lumumba

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

DATE: August 20, 2020

RE: Jackson Zoo Vendors – (Without Contracts)
October 1, 2020 thru September 30, 2021

This is an Order authorizing payment to various vendors (without contracts), for the Jackson Zoo, October 1, 2020 through September 30, 2021. Or, until ZoOceanarium Group, LLC, officially takes over.

Each vendor shall be paid up to and not to exceed the amounts listed in the Jackson Zoo vendors chart.

The Department of Parks and Recreation & the Jackson Zoo, recommends that this Order is accepted.

Thank you.

IBHjr/pb

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY 9/23/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOO FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

9/23/20

Timothy C. Howard, *City Attorney* — **Date**
Monica D. Allen, *Special Assistant to City Attorney*

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Personnel Management is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Personnel Management when they are in need of temporary staffing services; and

WHEREAS, the Department of Personnel Management sends a request to temporary agencies when there is a need for services;

WHEREAS, the request includes the requesting Department, classification title, duties, quote and schedule; and

WHEREAS, the Department of Personnel Management selects the agency with the lowest quote; and

WHEREAS, Staffing Innovations Incorporation will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, Staffing Innovations Incorporation has an office located at, 407 Briarwood Drive, Suite 207 B2, Jackson, Mississippi, 39206; and

WHEREAS, Staffing Innovations Incorporated submitted a rate sheet for the temporary positions provided to the City of Jackson as follows:

Clerical	$13.50/hr
Receptionist	$13.77/hr
General Labor	$13.98/hr
Administrative Assistant	$18.00/hr
File Clerk	$12.89/hr

WHEREAS, Staffing Innovations Incorporation will invoice for services provided under this Agreement on a weekly basis and the City of Jackson will remit payment within 45 days, which is consistent with the statute for timely payment by governmental entities; and

WHEREAS, the term of the contract, which supersedes all prior agreements, shall take effect upon execution and continue for one year, subject to the right of either party to terminate at any time by giving a thirty (30) days prior written notice by registered or certified mail return receipt; and

Agenda Item No. 43
October 13, 2020
(ScottLumumba)

OFFICE OF THE CITY ATTORNEY

WHEREAS, in the event of default by one party, the other party may immediately terminate; and

WHEREAS, temporary employees will be paid 1 ½ times for hours worked exceeding 40 hours per week, based on federal law; and

WHEREAS, Staffing Innovations Incorporation shall furnish available temporary personnel who shall be qualified to perform the duties customarily required in the job classifications; and

WHEREAS, the City of Jackson may direct Staffing Innovations Incorporated to replace any assigned personnel to City of Jackson and Staffing Innovations Incorporated will endeavor to promptly replace the temporary employee with another temporary employee; and

WHEREAS, if the City of Jackson notifies Staffing Innovations Incorporated within the first four hours of assignment that the person is unsatisfactory, the City of Jackson will not be charged for those initial hours; and

WHEREAS, there is a minimum of four (4) hours per employee per day; and

WHEREAS, the City of Jackson may not employ or cause others to employ Staffing Innovations Incorporation personnel before an eight (8) week period at forty (40) hours per week or three hundred twenty (320) hours whichever comes first or a settlement payment is required; and

WHEREAS, the City of Jackson agrees to pay the settlement amount for hiring Staffing Innovation Personnel before an eight (8) week period or 320 hours will be the billed rate multiplied by the balance of the hours or weeks left; and

WHEREAS, Staffing Innovations Incorporation agrees to maintain workers' compensation insurance prescribed by law; and

WHEREAS, Staffing Innovations Incorporation agrees to comply with all federal and state labor laws, regulations and orders, including such as related to the payment of minimum wages and overtime, and non-discrimination in employment; and

WHEREAS, the City of Jackson agrees to provide a suitable place for the employees of Staffing Innovations Incorporated to perform services which shall comply with all applicable statutes and ordinances relating to health and safety; and

WHEREAS, the City of Jackson agrees not to leave any cash negotiable instruments or other valuable items unattended in the presence of any of Staffing Innovations Incorporated employees; and

WHEREAS, if Staffing Innovations Incorporated file suit to collect any monies due or to become due hereunder, the prevailing party in such litigation will be entitled t o reasonable attorney's fees and cost of collection. Reasonable attorney's fees will reflect actual time spent by

counsel. Legal work performed by corporate counsel shall be charged based on average hourly fee prevailing in law firms at the situs of the action for like quality and quantity of representation; and

WHEREAS, the City of Jackson agrees to not assign this agreement in whole or in part, by operation of law or otherwise without consent of Staffing Innovations; and

WHEREAS, Staffing Innovations Incorporated will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Staffing Innovations Incorporated will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act; and

WHEREAS, Staffing Innovations Incorporated will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Staffing Innovations Incorporated for the purposes stated in this order.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

IT IS FURTHER ORDERED that payment for the services provided *after* the contract has been executed may be made to Staffing Innovations Incorporated.

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Deputy Director
Personnel Management

DATE: September 1, 2020

RE: Contract with Staffing Innovations Incorporated

The Department of Personnel Management is recommending that the City enter into a contract with Staffing Innovations Incorporated to provide temporary office employees when needed to address shortages in personnel resulting from terminations or leave.

The attached Order requests that the Council authorize an agreement with Staffing Innovations Incorporate. The hourly rates range from $12.89 - $18.00 per hour.

STAFFING INNOVATIONS INCORPORATION
CUSTOMER SERVICE CONTRACT

Agreement, dated February 10, 2020 for

Identification purposes only, is entered into

By and Between , STAFFING INNOVATIONS INCORPORATION

Here in after referred to as "STAFFING INNOVATIONS INCORPORATION" or "We",
And City of Jackson

Here in after referred to as "You" or "Customer."

1. Term- This agreement, which supersedes all prior agreements between the parties on this subject, shall take effect upon execution and continue for one year, subject to the right of either party to terminate at any time by the giving of thirty (30) days prior written notice, by registered or certified mail, return receipt. In the event of default by one party, the other party may immediately terminate.

2. Personnel

(a) As specified by you in writing from time to time, we shall furnish available temporary personnel who shall be qualified to perform the duties customarily required in the job classifications and at the Customer locations listed in the attached Exhibit A, which is incorporated herein by reference.

(b) You may direct us to replace any of our personnel assigned to you; in which event we will endeavor to promptly replace that person with another. If you notify us within the first four (4) hours of assignment that the person is unsatisfactory, we will not charge you for those initial hours. There is a minimum of four(4) hours per employee per day.

(c) You shall have the right to direct our personnel in the manner and method of performing their work. You agree that we shall not be responsible for failure to perform due to acts of God or government, strikes, civil disturbances, or any other causes beyond our control.

(d) We shall have the sole right to hire and discharge our personnel and we agree to pay when due all salaries and wages of employees, and all payroll taxes and insurance, whether local, state or federal, including contributions or taxes assessed against our employees.

(e) We will Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994;and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).

f. We will Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential *coverage"* to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

3. Compensation- You agree to pay Staffing Innovations Incorporation at the rates set forth in the Exhibit referred to in paragraph 2(a). Invoices will be sent to you on a weekly basis and you agree to pay in accordance with the terms thereof.

4. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to City of Jackson as a result of Assigned Employees' access to such information.

5. Liability- We agree to hold you and your employees harmless from and against any and all claims, liability and expenses, arising out of STAFFING INNOVATIONS INC.'S legal responsibility under the law for workers'

compensation and payroll withholdings. We also agree to comply with all federal and state labor laws, regulations and orders, including such as relate to the payment of minimum wages and overtime, and non-discrimination in employment.

6. **Insurance-** We agree to maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of all STAFFING INNOVATIONS INCORPORATION personnel provided hereunder, comprehensive general liability including nurses' malpractice, and employee fidelity bond insurance. We also agree to furnish you, upon request, with a certificate of insurance providing the above coverage in the following amounts:
Bodily Injury... $1,000,000 each person accident or occurrence.
Property Damage... $1,000,000 each accident or occurrence.
Fidelity Bond... $500,000 commercial blanket We will endeavor to give certificate holders ten (10) days prior written notice of cancellation of any coverage.

Safety- You agree to provide a suitable place for our employees to perform their services, which shall comply with all applicable statutes and ordinances relating to health and safety, and shall be similar to the places of work provided for your own employees performing similar or related work. If STAFFING INNOVATIONS INCORPORATION employee is injured during the assignment, you agree to promptly notify the STAFFING INNOVATIONS INCORPORATION office.

7. **Settlement Payment-** You recognize that

STAFFING INNOVATIONS INCORPORATION has
expenses in maintaining a temporary staff (advertising, recruiting, testing, checking of licenses, references and health status if applicable etc.) and
that if you transfer one of STAFFING INNOVATIONS INCORPORATION employees to your payroll, before a eight (8) week period at forty (40) hours per week or three hundred twenty (320) hours whichever comes first, a settlement payment is in order. Example: If staff from Staffing Innovations were wanted to be hired onto the City's Personnel after three(3) weeks of working staff and staff have worked only 120 hours City of Jackson could either choose to wait until the staff has worked either five(5) more weeks or two hundred(200) more hours which ever comes first. If City of Jackson decides to pay settlement to Staffing Innovations this amount is as follows: The amount comes from the bill rate x (balance of the hours or weeks) = amount due to Staffing Innovations.

Section 31-7-305, Laws of the State of Mississippi, requires that suppliers be paid within forty - five (45) days of receipt of goods in good condition or receipt of invoice, whichever is later. Disputed invoices may have a longer period if the reasons are documented, but amounts not in dispute must be paid on time. An interest penalty of one and one - half percent (1 1/2%) per month is required to be added on all invoices, which are not paid within the forty - five (45) period. Any penalty for late payments will be charged to the department responsible for delay.

8. **Overtime-** Time and one-half will be charged and paid for all work performed by STAFFING INNOVATIONS INCORPORATION employees over 40 hours per week and additionally as required by law.

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9. **Security of Cash and Other Valuables-** You agree not to leave any cash negotiable instruments or other valuable items thereon unattended in the presence of any of STAFFING INNOVATIONS employees or entrust same to the care, custody and control of any of STAFFING INNOVATIONS employees without our prior written consent. You further agree not to advance any monies to STAFFING INNOVATIONS INC. employees without STAFFING INNOVATIONS prior written consent. We will not be responsible for claims made under our Fidelity Bond unless you report such claims to us in writing within ten (10) days of discovery, file a police complaint, and cooperate fully in the investigation and subsequent prosecution.

10. **Remedies-** Should STAFFING INNOVATIONS INCORPORATION file suit to collect any monies due or to become due hereunder, the prevailing party in such litigation will be entitled to reasonable attorney's fees and cost of collection. Reasonable attorney's fees will reflect actual time spent by counsel. Any legal work performed by corporate counsel shall be charged based on average hourly fee prevailing in law firms at the situs of the action for like quality and quantity of legal representation.

11. **Future Services-** These terms and conditions shall apply to all future order and

extensions of this contract unless otherwise amended in writing and signed by both parties. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

12. Assignment- Except with our prior written consent, you agree not to assign this Agreement, in whole or in part, by operation of law or otherwise.

13. Entire Agreement- This writing represents the entire agreement between the parties. No oral statement or representations shall change or otherwise affect any provision.

14. Notice- All notices under this Agreement to be given by either party shall, until notice of change is received, be addresses as follows

For Customer:
City of Jackson-Court Administrative Offices
327 East Pascagoula Street
Jackson, MS 39205

For Staffing Innovations
INCORPORATION
Attn: Legal Department
407 Briarwood Drive S-207B2
Jackson, MS 39206

15. Signature Customer:
By:

Date:

STAFFING INNOVATIONS INCORPORATION

By:

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 15, 2020
DATE

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government
3.	**Who will be affected**	All City Departments, assigned employees
4.	**Benefits**	Provides personnel on temporary basis to address employee shortages
5.	**Schedule (beginning date)**	Upon approval by the council
6.	**Location:** § **WARD** § **CITYWIDE (yes or no) (area)** § **Project limits if applicable**	Citywide
☐ ☐ 7.	**Action implemented by:** § **City Department** § **Consultant**	Department of Personnel Management
8.	**COST**	
☐ ☐ ☐ ☐ 9.	**Source of Funding** § **General Fund** § **Grant** § **Bond** § **Other**	General Fund
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Deputy City Attorney

10/7/2020
Date

OFFICE OF THE CITY ATTORNEY
10/7/20

ORDER AMENDING THE CITY OF JACKSON'S COMPENSATION PLAN TO PROVIDE CERTAIN SALARY INCREASES FOR RECRUITS AND OFFICERS WITHIN THE CITY OF JACKSON POLICE DEPARTMENT

WHEREAS, the Jackson City Council became cognizant of the challenges confronting the Jackson Police Department with recruiting and retaining sworn law enforcement personnel; and

WHEREAS, the challenge in recruiting and retaining sworn law enforcement personnel partially stemmed from the absence of a competitive wage when compared to other municipalities within the Metropolitan area of Jackson, including but not limited to Clinton, Ridgeland, Madison, and Flowood; and

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Jackson City Council adopted a budget for the fiscal year commencing October 1, 2020 and ending September 30, 2021, which included certain salary increases and contained compensation provisions for officers within the Jackson Police Department based on consecutive years of service; and

WHEREAS, Section 21-8-21(2) of the Mississippi Code vests the Jackson City Council with the authority to fix the compensation of all employees of the municipality from time to time as occasion may be demand; and

WHEREAS, the pay plan adopted by the Jackson City Council currently provides for the following compensation: (a) *Recruit - $26,418.08 (b) 1 year officer $31,658.03 (c) 3 year officer $31,658.03 (d) 5 year officer $35,000.00;* and

WHEREAS, the budgeted salary and compensation provisions included in the 2020-2021 fiscal year budget provide for the following compensation to be paid to recruits and law enforcement officers: **(a) Recruit - $30,000.00 (b) Upon completion of 1 year of service - $31,659.72 (c) Upon completion of 3 years of service - $33,000.00 and (d) Upon completion of 5 years of service - $35,000.00;**

WHEREAS, in order to ensure that the budgeted compensation for recruits and other officers within the Jackson Police Department are implemented, the Department of Personnel Management recommends that the compensation plan be amended; and

WHEREAS, the best interest of the City of Jackson would be served by amending the compensation plan adopted by the Jackson City Council to conform to the budgeted salary increases;

IT IS THEREFORE ORDERED that the City of Jackson's pay plan shall be amended to provide for the following compensation: (a) Recruit - $30,000.00 (b) Upon completion of 1 year of service - $31,659.72 (c) Upon completion of 3 years of service - $33,000.00 and (d) Upon completion of 5 years of service - $35,000.00.

IT IS FURTHER ORDERED that the amended compensation shall become effective for the pay period beginning October 25, 2020, going forward.

Agenda Item No. 44
October 13, 2020
(Scott,Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
10/7/20

This **ORDER AMENDING THE CITY OF JACKSON'S COMPENSATION PLAN TO PROVIDE CERTAIN SALARY INCREASES FOR RECRUITS AND OFFICERS WITHIN THE CITY OF JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

10/7/20
Date

OFFICE OF THE CITY ATTORNEY
10-15-2020
483

ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WEST PORTER STREET SEWER EMERGENCY REPAIRS (WARD 7)

WHEREAS, a portion of a sewer main collapsed on West Porter Street; and

WHEREAS, the collapse resulted in the discharge of raw sewage into local streams and ditches creating an environmental, human health, and public safety issue for those living on Livingston Road; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed $170,086.96 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Hemphill Construction Company, Inc. in an amount not to exceed $170,086.96 without further authorization of the governing authorities for repairs to a collapsed sewer main on West Porter Street is ratified.

Agenda Item No. 45
October 13, 2020

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 25, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WEST PORTER STREET SEWER EMERGENCY REPAIRS (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**	Residents living on West Porter Street
4.	**Benefits**	Sewer Infrastructure
5.	**Schedule (beginning date)**	Work will proceed upon issuance of the notice to proceed
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** ■ ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	Cost: $170,086.96
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Fund 32-52290-6485 Emergency Sewer Account $3,500,000.00
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer CW 9/28/2020

Agenda Item: West Porter Street Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, October 13, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: $170,086.00
Project/Contract Type: Sewer Repair
Funding Source: Fund 32
Schedule/Time: Work will commence upon notice to proceed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Hemphill Construction Company, Inc. for the West Porter Street Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31–7–1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

Charles Williams Jr., PE, PhD — 6/26/20
City Engineer — DATE

II. REVIEWED AND APPROVED

LaaWanda Horton — 6/29/2020
Director of Administration — DATE

Timothy Howard — 7/9/2020
City Attorney — DATE

ROBERT BLAINE (MK) — 7/9/20
Robert Blaine, PhD — DATE
Chief Administrative Officer

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

CHOKWE ANTAR LUMUMBA
Mayor

7/13/2020
DATE

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WEST PORTER STREET SEWER EMERGENCY REPAIRS (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

M E M O R A N D U M

Department of Public Works
(601) 960-2090

TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer CW 6/26/20
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

EMERGENGY REPAIR CONTRACT

SEWER REPAIR EMERGENCY WEST PORTER STREET

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hemphill Construction Company, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Hemphill Construction Company, Inc., for the sewer main repair referred to as the Sewer Repair West Porter Street;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on West Porter Street. *Contractor*'s work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor*'s duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.

2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.

3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of $170,086.96 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 23, 2020.

4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.

5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars ($1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of $170,086.96.

7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.

8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.

9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.

10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.

11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.

12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 9th day September 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Date Sept. 9, 2020

Chokwe Antar Lumumba, Mayor

Contractor
Hemphill Construction Company, Inc.

Date Sept. 9, 2020

Richard A. Rula, President

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

Payment Bond

Bond # K40196742

Conforms with the American Institute of Architects AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*:
Hemphill Construction Company, Inc.
P O Drawer 879
Florence MS 39073-0879

SURETY *(Name and Principal Place of Business)*:
Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

OWNER *(Name and Address)*:
City of Jackson
P O Box 17
Jackson MS 39205

CONSTRUCTION CONTRACT
Date: September 9, 2020
Amount: $170,086.96
Description *(Name and Location)*: Sewer Repair West Porter Street

BOND
Date *(Not earlier than Construction Contract Date)*: September 9, 2020
Amount: $170,086.96
Modifications to this Bond: ☐ None ☒ See Page 4

CONTRACTORS AS PRINCIPAL
Company: *(Corporate Seal)*
Hemphill Construction Company, Inc.
Signature: Richard A. Rula
Name and Title: Richard A. Rula, President

SURETY
Company: *(Corporate Seal)*
Federal Insurance Company
Signature: Mary Anne Goodin
Name and Title: Mary Anne Goodin, Attorney in Fact

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY – Name, Address and Telephone)
AGENT or BROKER:
Andrews-Johnston Agency Inc
2640 S Frontage Road Vicksburg MS 39180
601-638-6202

OWNER'SREPRESENTATIVE *(Architect, Engineer or other party)*:

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

Form 15-02-0281-FED (Rev. 11/16)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor;

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. **DEFINITIONS**

15.1 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Paragraphs 4.1 and 4.2.3 are hereby amended by adding at the end of each paragraph the following:

   "...and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Paragraph 5 is hereby replaced with the following:

   "If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance."

3. Paragraph 6 is hereby replaced with the following:

   "When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such Claimant."

4. Paragraph 12 is hereby amended by adding the following:

   "Claim notices for FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and/or PACIFIC INDEMNITY COMPANY must be sent to the following address: Chubb, P.O. Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company: **Federal Insurance Company**	*(Corporate Seal)*
Signature:_____		Signature:_____	
Name and Title:		Name and Title:	
Address:		Address:	

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316686
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th day of September, 2020

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance Bond

Bond No. K40196742 **Amount $ 170,086.96**

Know All Men By These Presents,

That we, Hemphill Construction Company, Inc.

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson P O Box 17 Jackson MS 39205 (hereinafter called the Obligee),

in the sum of One Hundred Seventy Thousand Eighty-Six Dollars and Ninety-Six Cents Dollars ($ 170,086.96), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of September 2020

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated September 9, 2020 for

Sewer Repair West Porter Street

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Hemphill Construction Company, Inc.

Principal

By: _____
Richard A. Rula, President

Federal Insurance Company

By: _____
Mary Anne Goodin, Attorney in Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316665
Commission Expires July 18, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th day of September 2020

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

HEMPCON365

DJACOBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2020

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

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

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215

CONTACT NAME: Denise Jacobs
PHONE (A/C, No, Ext): (601) 960-7445 FAX (A/C, No): (601) 208-8465
E-MAIL ADDRESS: DJacobs@fbbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Aspen American Insurance Co.	43460
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hemphill Construction Company, Inc.
Drawer 879
Florence, MS 39073

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO0151514	2/1/2020	2/1/2021	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $	
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BAP0151515	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
B	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000	X	X	ZUP16N2954520	2/1/2020	2/1/2021	EACH OCCURRENCE $ 10,000,000 AGGREGATE $ 10,000,000 $	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC0151513	2/1/2020	2/1/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000	
C	Excess			CX00FD220	2/1/2020	2/1/2021		15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: H20094. Sewer Repair on West Porter Street
The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula-President is excluded from Workers Compensation Coverage. All coverage is subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Jackson
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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ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE ROBINSON ROAD SEWER EMERGENCY REPAIRS (WARD 5)

WHEREAS, a portion of a sewer main collapsed on Robinson Road; and

WHEREAS, the collapse resulted in the discharge of raw sewage into local streams and ditches creating an environmental, human health, and public safety issue for those living on Livingston Road; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed $127,290.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Hemphill Construction Company, Inc. in an amount not to exceed $127,290.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Robinson Road is ratified.

Agenda Item No. 46
October 13, 2020

BY: WILLIAMS, LUMUMBA

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE ROBINSON ROAD SEWER EMERGENCY REPAIRS (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/15/20
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 25, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE ROBINSON ROAD SEWER EMERGENCY REPAIRS (WARD 5)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	**Who will be affected**	Residents living on Robinson Road
4.	**Benefits**	Sewer Infrastructure
5.	**Schedule (beginning date)**	Work will proceed upon issuance of the notice to proceed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	This project is located in Ward 5.
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	Cost: $127,290.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Fund 32-52290-6485 Emergency Sewer Account $3,500,000.00
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer CW 9/28/2021

Agenda Item: Robinson Road Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, October 13, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: $127,290.00
Project/Contract Type: Sewer Repair
Funding Source: Fund 32
Schedule/Time: Work will commence upon notice to proceed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Hemphill Construction Company, Inc. for the Robinson Road Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31–7–1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

Charles Williams Jr., PE, PhD — 6/26/20 DATE
City Engineer

II. REVIEWED AND APPROVED

LaaWanda Horton — 6/29/2020 DATE
Director of Administration

Timothy Howard — 7/9/2020 DATE
City Attorney

ROBERT BLAINE (MK) — 7/9/20 DATE
Robert Blaine, PhD
Chief Administrative Officer

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

CHOKWE ANTAR LUMUMBA
Mayor

7/13/2020
DATE

M E M O R A N D U M

Department of Public Works
(601) 960-2090

TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer CW 6/26/20
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

EMERGENGY REPAIR CONTRACT

SEWER REPAIR EMERGENCY ROBINSON ROAD

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hemphill Construction Company, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Hemphill Construction Company, Inc., for the sewer main repair referred to as the Sewer Repair Robinson Road;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Robinson Road. *Contractor*'s work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor*'s duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.

2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.

3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of $127,290.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on February 10, 2020.

4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.

5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars ($1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of $127,290.00.

7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.

8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.

9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.

10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.

11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.

12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 9th day September, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

_____ Date Sept 9, 2020
Chokwe Antar Lumumba, Mayor

Contractor
Hemphill Construction Company, Inc.

_____ Date Sept. 9, 2020
Richard A. Rula, President

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

Payment Bond

Bond # K40196766

Conforms with the American Institute of Architects AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*:
Hemphill Construction Company, Inc.
P O Drawer 879
Florence MS 39073-0879

SURETY *(Name and Principal Place of Business)*:
Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

OWNER *(Name and Address)*:
City of Jackson
P O Box 17
Jackson MS 39205

CONSTRUCTION CONTRACT
Date: September 9, 2020
Amount: $127,290.00
Description *(Name and Location)*: Sewer Repair Robinson Road

BOND
Date *(Not earlier than Construction Contract Date)*: September 9, 2020
Amount: $127,290.00
Modifications to this Bond:

☐ None ☒ See Page 4

CONTRACTORS AS PRINCIPAL
Company: *(Corporate Seal)*
Hemphill Construction Company, Inc.
Signature: Richard A. Rula
Name and Title: Richard A. Rula, President

SURETY
Company: *(Corporate Seal)*
Federal Insurance Company
Signature: Mary Anne Goodin
Name and Title: Mary Anne Goodin, Attorney in Fact

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:
Andrews-Johnston Agency Inc
2640 S Frontage Road Vicksburg MS 39180
601-638-6202

OWNER'SREPRESENTATIVE *(Architect, Engineer or other party)*:

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Form 15-02-0281-FED (Rev. 11/16)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor;

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. **DEFINITIONS**

15.1 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Paragraphs 4.1 and 4.2.3 are hereby amended by adding at the end of each paragraph the following:

   "...and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Paragraph 5 is hereby replaced with the following:

   "If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance."

3. Paragraph 6 is hereby replaced with the following:

   "When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such Claimant."

4. Paragraph 12 is hereby amended by adding the following:

   "Claim notices for FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and/or PACIFIC INDEMNITY COMPANY must be sent to the following address: Chubb, P.O. Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company: **Federal Insurance Company**	*(Corporate Seal)*
Signature:_____		Signature:_____	
Name and Title:		Name and Title:	
Address:		Address:	

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CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th day of September, 2020

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance Bond

Bond No. K40196766 **Amount $ 127,290.00**

Know All Men By These Presents,

That we, Hemphill Construction Company, Inc.

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson P O Box 17 Jackson MS 39205 (hereinafter called the Obligee),

in the sum of One Hundred Twenty-Seven Thousand Two Hundred Ninety Dollars ($ 127,290.00), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of September, 2020

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated September 9, 2020 for

Sewer Repair Robinson Road

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Hemphill Construction Company, Inc.

Principal

By: _____
Richard A. Rula, President

Federal Insurance Company

By: _____
Mary Anne Goodin, Attorney in Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316655
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th day of September, 2020

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

HEMPCON365

DJACOBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2020

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

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

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215

CONTACT NAME: Denise Jacobs
PHONE (A/C, No, Ext): (601) 960-7445 FAX (A/C, No): (601) 208-8465
E-MAIL ADDRESS: DJacobs@fbbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Aspen American Insurance Co.	43460
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hemphill Construction Company, Inc.
Drawer 879
Florence, MS 39073

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO0151514	2/1/2020	2/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP0151515	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			ZUP16N2954520	2/1/2020	2/1/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0151513	2/1/2020	2/1/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess			CX00FD220	2/1/2020	2/1/2021		15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: H20093, Sewer Repair on Robinson Road
The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula-President is excluded from Workers Compensation Coverage. All coverage is subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Jackson
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

ACORD 25 (2016/03)

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OFFICE OF THE CITY ATTORNEY
10-5-2020

ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE LIVINGSTON ROAD SEWER EMERGENCY REPAIRS (WARD 3)

WHEREAS, a portion of a sewer main collapsed on Livingston Road; and

WHEREAS, the collapse resulted in the discharge of raw sewage into local streams and ditches creating an environmental, human health, and public safety issue for those living on Livingston Road; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed $127,284.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Hemphill Construction Company, Inc. in an amount not to exceed $127,284.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Livingston Road is ratified.

Agenda Item No. 47
October 13, 2020

BY: WILLIAMS, LUMUMBA

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE LIVINGSTON ROAD SEWER EMERGENCY REPAIRS (WARD 3)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/21
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 25, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE LIVINGSTON ROAD SEWER EMERGENCY REPAIRS (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**	Residents living on Livingston Road
4.	**Benefits**	Sewer Infrastructure
5.	**Schedule (beginning date)**	Work will proceed upon issuance of the notice to proceed
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** ■ ▪ **Consultant** □	This project was implemented by the Engineering Division.
8.	**COST**	Cost: $127,284.00
9.	**Source of Funding** ▪ **General Fund** □ ▪ **Grant** □ ▪ **Bond** □ ▪ **Other** ■	Fund 32-52290-6485 Emergency Sewer Account $3,500,000.00
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer CW 9/28/2020

Agenda Item: Livingston Road Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, October 13, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: $127,284.00
Project/Contract Type: Sewer Repair
Funding Source: Fund 32
Schedule/Time: Work will commence upon notice to proceed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Hemphill Construction Company, Inc. for the Livingston Rod Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31–7–1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

Charles Williams Jr., PE, PhD — 6/26/20
City Engineer — DATE

II. REVIEWED AND APPROVED

LaaWanda Horton — 6/29/2020
Director of Administration — DATE

Timothy Howard — 7/9/2020
City Attorney — DATE

ROBERT BLAINE (MK)
Robert Blaine, PhD — DATE
Chief Administrative Officer

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

CHOKWE ANTAR LUMUMBA
Mayor

7/13/2020
DATE

EMERGENGY REPAIR CONTRACT

SEWER REPAIR EMERGENCY LIVINGSTON ROAD

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hemphill Construction Company, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Hemphill Construction Company, Inc., for the sewer main repair referred to as the Sewer Repair Livingston Road;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Livingston Road. *Contractor*'s work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor*'s duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.

2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.

3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of $127,284.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on February 10, 2020.

4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.

5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars ($1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of $127,284.00.

7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.

8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.

9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.

10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.

11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.

12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 9th day September, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Date Sept. 9, 2020
Chokwe Antar Lumumba, Mayor

Contractor
Hemphill Construction Company, Inc.

Date Sept. 9, 2020
Richard A. Rula, President

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

Payment Bond

Bond # K40196754

Conforms with the American Institute of Architects AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*:
Hemphill Construction Company, Inc.
P O Drawer 879
Florence MS 39073-0879

SURETY *(Name and Principal Place of Business)*:
Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

OWNER *(Name and Address)*:
City of Jackson
P O Box 17
Jackson MS 39205

CONSTRUCTION CONTRACT
Date: September 9, 2020
Amount: $127,284.00
Description *(Name and Location)*: Sewer Repair Livingston Road

BOND
Date *(Not earlier than Construction Contract Date)*: September 9, 2020
Amount: $127,284.00
Modifications to this Bond: ☐ None ☒ See Page 4

CONTRACTORS AS PRINCIPAL
Company: *(Corporate Seal)*
Hemphill Construction Company, Inc.
Signature: Richard A. Rula
Name and Title: Richard A. Rula, President

SURETY
Company: *(Corporate Seal)*
Federal Insurance Company
Signature: Mary Anne Goodin
Name and Title: Mary Anne Goodin, Attorney in Fact

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:
Andrews-Johnston Agency Inc
2640 S Frontage Road Vicksburg MS 39180
601-638-6202

OWNER'SREPRESENTATIVE *(Architect, Engineer or other party)*:

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

Form 15-02-0281-FED (Rev. 11/16)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor;

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. **DEFINITIONS**

15.1 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Paragraphs 4.1 and 4.2.3 are hereby amended by adding at the end of each paragraph the following:

   "...and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Paragraph 5 is hereby replaced with the following:

   "If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance."

3. Paragraph 6 is hereby replaced with the following:

   "When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such Claimant."

4. Paragraph 12 is hereby amended by adding the following:

   "Claim notices for FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and/or PACIFIC INDEMNITY COMPANY must be sent to the following address: Chubb, P.O. Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
		Federal Insurance Company	
Signature:_____		Signature:_____	
Name and Title:		Name and Title:	
Address:		Address:	

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros
Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316665
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(I) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(II) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th day of September, 2020

Dawn M. Chioros
Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance Bond

Bond No. K40196754 **Amount $ 127,284.00**

Know All Men By These Presents,

That we, Hemphill Construction Company, Inc.

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson P O Box 17 Jackson MS 39205 (hereinafter called the Obligee),

in the sum of One Hundred Twenty-Seven Thousand Two Hundred Eighty-Four Dollars ($ 127,284.00), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of September, 2020

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated September 9, 2020 for

Sewer Repair Livingston Road

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Hemphill Construction Company, Inc.

_____
Principal

By: _____
Richard A. Rula, President

Federal Insurance Company

By: _____
Mary Anne Goodin, Attorney in Fact

Chubb. Insured.℠

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

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"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

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(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th day of September, 2020

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

HEMPCON365 DJACOBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2020

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

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

PRODUCER		
Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Denise Jacobs	
	PHONE (A/C, No, Ext): (601) 960-7445	FAX (A/C, No): (601) 208-8465
	E-MAIL ADDRESS: DJacobs@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED	INSURER B : Travelers Property Casualty Company of America	25674
Hemphill Construction Company, Inc. Drawer 879 Florence, MS 39073	INSURER C : Aspen American Insurance Co.	43460
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			GLO0151514	2/1/2020	2/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP0151515	2/1/2020	2/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR			ZUP16N2954520	2/1/2020	2/1/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A		WC0151513	2/1/2020	2/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess			CX00FD220	2/1/2020	2/1/2021		15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: H20095, Sewer Repair on Livingston Road

The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula-President is excluded from Workers Compensation Coverage. All coverage is subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION
City of Jackson PO Box 17 Jackson, MS 39205	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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ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MICROSCREENS AND SLUICE GATES EQUIPMENT PROJECT, CITY PROJECT NUMBER 19B0104, SRF# DWI-L250008-01 (CITYWIDE)

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, on August 6, 2019 for the OB Curtis Water Treatment Plant Microscreens and Sluice Gates Equipment Project; and

WHEREAS, the City Council approved change order No. 1 on May 12, 2020 increasing the contract amount from $1,156,620.00 to $1,353,620.00, and increasing the construction calendar days from ninety (90) calendar day to two hundred and ninety (290) calendar days; and

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

WHEREAS, the Department of Public Works recommends final payment in the amount of $7,680.00 to Hemphill Construction Company, Inc.; and

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

IT IS, THEREFORE, ORDERED that the City make final payment in the amount of $7,680.00 and release all securities held to Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plant Microscreens and Sluice Gates Equipment Project, City Project Number 19B0104, SRF# DWI-L250008-01.

ITEM # Agenda Item No. 48

DATE: October 13, 2020

BY: **WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 29, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MICROSCREENS AND SLUICE GATES EQUIPMENT PROJECT, CITY PROJECT NUMBER 19B0104, SRF# DWI-L250008-01 (CITYWIDE)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	**Who will be affected**	Residents and businesses within the City of Jackson Corporate Limits
4.	**Benefits**	Water Infrastructure
5.	**Schedule (beginning date)**	Project is complete.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Depart[redacted]nt** ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	Final Payment Amount: $7,680.00
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** [redacted]	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0104-905-6485
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD CW 9/29/2020
Interim Director/City Engineer

Date: September 29, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to pay final payment to Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plant Microscreens and Sluice Gates Equipment Project. The Contractor (Hemphill Construction Company, Inc.) completed the installation project.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT MICROSCREENS AND SLUICE GATES EQUIPMENT PROJECT, CITY PROJECT NUMBER 19B0104, SRF# DWI-L250008-01 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

Change Order

No. 1

Date of Issuance: March 25, 2020 Effective Date: _____

Project: OB Curtis WTP Microscreens and Sluice Gates Equipment Project	Owner: City of Jackson	Owner's Contract No.: 19B104.905
Contract: #3		Date of Contract: Aug. 6, 2019
Contractor: Hemphill Construction Company, Inc.		Engineer's Project No.: 19-12

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Extend contract time by 200 calendar days due to time needed to replace the faulty control panel #2.
2. Replace malfunctioning Motor Control Center for Centrifuge #2. 3. Cleaning of polymer pumps, etc

Attachments (list documents supporting change):

See the attachment

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $1,156,620.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 90 days Ready for final payment (days or date): **March 4, 2020**
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $NA	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): NA Ready for final payment (days): NA
Contract Price prior to this Change Order: $1,156,620.00	Contract Times prior to this Change Order: Substantial completion (days or date): 90 days Ready for final payment (days or date): March 4, 2020
[Increase] [Decrease] of this Change Order: $197,000.00	**[Increase]** [Decrease] of this Change Order: Substantial completion (days or date): 200 days Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $1,353,620.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 290 days Ready for final payment (days or date): Sept. 21, 2020

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: [signature]	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature) Tcd	Contractor (Authorized
Date: 3/25/2020	Date: 5/19/2020	Date: 3/30/2020

Approved by Funding Agency (if applicable):

_____ Date: _____

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MICROSCREENS AND SLUICE GATES EQUIPMENT PROJECT, CITY PROJECT NUMBER 19B0104, SRF# DWI-L250008-01.

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc., on August 6, 2019 for the OB Curtis Water Treatment Plant Microscreens and Sluice Gates Equipment Project in an amount not to exceed $1,156,620.00; and

WHEREAS, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc., to start work on December 9, 2019; and

WHEREAS, Hemphill Construction Company, Inc., was given ninety (90) calendar days to complete the work from the issuance of the notice to proceed; and

WHEREAS, Hemphill Construction Company, Inc., has encountered delays and additional cost due to weather and lack of parts inventory from manufacturer supply companies; and

WHEREAS, Hemphill Construction Company, Inc., has requested an additional two hundred calendar days to complete the project increasing the calendar days from ninety (90) to two hundred and ninety (290) total calendar days for completion; and

WHEREAS, Hemphill Construction Company, Inc., has requested an additional $197,000.00 increasing the contract amount from $1,156,620.00 to $1,353,620 due to the following additions:

1. Replace malfunctioning Motor Control Center for Centrifuge #2.
2. Cleaning of polymer pumps.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc., for the OB Curtis Water Treatment Plant Microscreens and Sluice Gates Equipment Project, City Project Number 19B0104, SRF# DWI-L250008-01 increasing the time for construction by 200 calendar days and increasing the contract amount by $197,000.00.

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

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

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST A JOINT FUNDING AGREEMENT BETWEEN THE CITY AND THE U.S. DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR THE WATER RESOURCES DATA COLLECTION SYSTEMS.

WHEREAS, the U.S. Geological Survey provides flow stage and discharge data monitoring on various creeks throughout the City through equipment and personnel; and

OFFICE OF THE CITY ATTORNEY
10-5-2020

ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)

WHEREAS, a portion of a sewer main collapsed on Ridgewood Road and the intersection of Ridgewood Road and Sheffield Drive within right-of-way; and

WHEREAS, the collapse resulted in large voids within the pavement structure creating a welfare and safety issue for motorist traveling on Ridgewood; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Delta Constructors, Inc, in an amount not to exceed $351,288.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, the City Council approved a ratified contract with Delta Constructors, Inc. on August 18, 2020 in an amount not to exceed $351,288.00; and

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

WHEREAS, the original quote amount was for $351,288.00, and the increased amount due to additional sewer main repairs is $391,149.00; and

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

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final Payment is approved for the sewer main repair work on Ridgewood Road at the intersection of Sheffield Drive performed by Delta Constructors, Inc.

IT IS, FURTHER, ORDERED that the City make final payment in the amount of $391,149.00 to Delta Constructors, Inc. and release all held securities to Delta Constructors, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Sewer Repair Emergency Ridgewood Road at the intersection of Sheffield Drive.

Agenda Item No. 49
October 13, 2020

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 22, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	**Who will be affected**	Residents on Ridgewood Road
4.	**Benefits**	Sewer Infrastructure
5.	**Schedule (beginning date)**	Ongoing
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	This project is located in Ward 1
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	Final Cost: $391,149.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	(a) Fund 32-52290-6485 Sewer Repair Emergency Funds $3,500,000.00
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ____ AABE _____% WAIVER yes ___ no ___ N/A ____ WBE _____% WAIVER yes ___ no ___ N/A ____ HBE _____% WAIVER yes ___ no ___ N/A ____ NABE _____% WAIVER yes ___ no ___ N/A ____

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer

Agenda Item: Ridgewood Road and Sheffield Drive Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, October 13, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: $391,149.00
Project/Contract Type: Sewer Repair
Funding Source: Fund 32
Schedule/Time: Completed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda to approve Change Order No. 1/Final for the emergency repair contract with Delta Constructors, Inc, for the Ridgewood Road and Ridgewood Road/Sheffield Drive Sewer Main Emergency Repair. The contractor has repaired the collapsed sewer main on Ridgewood Road and the intersection of Ridgewood Road/Sheffield Drive. The contractor had to perform additional sewer main repair work increasing the cost from the original approved contract amount. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

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
10-5-2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

REFERENCE: 2005 City of Jackson
PERIODIC ESTIMATE PERIOD: July 1, 2020
PERIODIC ESTIMATE NO.: NO.1 **REVISED FINAL**
PROJECT: Ridgewood Road Emergency Sewer Repair

ITEM	DESCRIPTION	CONTRACT QTY.	UM	CONTRACT U P	CONTRACT AMOUNT	QTY. THIS PERIOD	QTY. PRE. PERIOD	QTY. TO DATE	EARNED THIS PERIOD	EARNED PREVIOUS PERIOD	EARNED TO DATE
1	Mobilization	1	LS	10,000.00	$10,000.00	1	0	1	$10,000.00	$0.00	$10,000.00
2	Clean and TV Inspection of 42" Sewers	184	LF	16.00	$2,944.00	184	0	184	$2,944.00	$0.00	$2,944.00
3	Bypassing - Set Up/ Remove (two 18" pumps/hose)	1	LS	29,000.00	$29,000.00	1	0	1	$29,000.00	$0.00	$29,000.00
4	Bypassing - Runtime (24 hour)	30	DAY	700.00	$21,000.00	30	0	30	$21,000.00	$0.00	$21,000.00
5	Bypassing - Set Up/ Remove (one 8" pump/hose)	1	LS	12,500.00	$12,500.00	1	0	1	$12,500.00	$0.00	$12,500.00
6	Bypassing - Runtime (24 hour)	20	DAY	300.00	$6,000.00	20	0	20	$6,000.00	$0.00	$6,000.00
7	42" Point Repair 0-18' Long 12'-16' Deep (pipe by COJ)	1	EA	59,000.00	$59,000.00	1	0	1	$59,000.00	$0.00	$59,000.00
8	42" Point Repair (Greater than 18') 12'-16' Deep (pipe by COJ)	10	LF	1,200.00	$12,000.00	0	0	0	$0.00	$0.00	$0.00
9	12" Point Repair - 0 - 40 LF (including SDR26 pipe)	1	EA	37,600.00	$37,600.00	1	0	1	$37,600.00	$0.00	$37,600.00
10	12" Point Repair - greater than 40' (including SDR26 pipe)	14	LF	400.00	$5,600.00	8	0	8	$3,200.00	$0.00	$3,200.00
11	Traffic Control Setup/Remove	1	LS	3,000.00	$3,000.00	1	0	1	$3,000.00	$0.00	$3,000.00
12	Traffic Control - signs/barrels	1	LS	2,000.00	$2,000.00	1	0	1	$2,000.00	$0.00	$2,000.00
13	Traffic Control Airboard - Two	30	DAY	400.00	$12,000.00	40	0	40	$16,000.00	$0.00	$16,000.00
14	Sawcut Existing Asphalt Pavement 10"-12" thick	224	LF	14.00	$3,136.00	230	0	230	$3,220.00	$0.00	$3,220.00
15	Remove Existing Asphalt Pavment 10"-12" thick	185	SY	20.00	$3,700.00	160	0	160	$3,200.00	$0.00	$3,200.00
16	Select Backfill LVM Sand	750	CY	18.00	$13,500.00	0	0	0	$0.00	$0.00	$0.00
17	Bedding Material 610 Stone	150	TONS	55.00	$8,250.00	150	0	150	$8,250.00	$0.00	$8,250.00
18	610 Limestone Trench Backfill LVM	1,000	TONS	55.00	$55,000.00	577	0	577	$31,735.00	$0.00	$31,735.00
19	Replace Asphalt Pavement Base BB-1 8" th	90	TONS	250.00	$22,500.00	70	0	70	$17,500.00	$0.00	$17,500.00
20	Replace Asphalt Pavement Surface Course SC-1 2" th	30	TONS	300.00	$9,000.00	25	0	25	$7,500.00	$0.00	$7,500.00
21	Striping	150	LF	5.00	$750.00	200	0	200	$1,000.00	$0.00	$1,000.00
22	42" DI Sleeve w/megalugs 401P	2	EA	7,500.00	$15,000.00	0	0	0	$0.00	$0.00	$0.00
23	Misc. Concrete Unformed	15	CY	500.00	$7,500.00	15	0	15	$7,500.00	$0.00	$7,500.00
24	Concrete Curb/Gutter Remove/Replace	10	LF	22.50	$225.00	0	0	0	$0.00	$0.00	$0.00
25	Concrete Paving Sidewalk/Driveway	1	SY	83.00	$83.00	0	0	0	$0.00	$0.00	$0.00
C.O.	360' OF 12" PIPE BURSTING 12' 16' DEEP	1	LS	$ 109,000.00	$109,000.00	1	0	1	$109,000.00	$0.00	$109,000.00
C.O.											
		TOTAL PROJECT			$351,288.00				$391,149.00	$0.00	$391,149.00

CONTRACTOR:
DELTA CONSTRUCTORS INC.

BY:_____

JOE H. CAMPBELL, PRESIDENT
DATE: **September 15, 2020**

Remit:
Delta Constructors, Inc.
PO Box 9545
Jackson, MS 39286

RECOMMENED FOR PAYMENT

BY:_____

DATE:_____

TOTAL EARNED-REGULAR WORK	$391,149.00
ADD FOR STORED MATERIALS	0.00
SUBTOTAL	$391,149.00
RETAINAGE @ 0.%	
SUBTOTAL	$391,149.00
LESS PREVIOUS ESTIMATES	$0.00
NET AMOUNT DUE ESTIMATE	$391,149.00

#53

ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)

WHEREAS, a portion of a sewer main collapsed on Ridgewood Road and the intersection of Ridgewood Road and Sheffield Drive within right-of-way; and

WHEREAS, the collapse resulted in large voids within the pavement structure creating a welfare and safety issue for motorist traveling on Ridgewood; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Delta Constructors, Inc, in an amount not to exceed $351,288.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Delta Constructors, Inc. in an amount not to exceed $351,288.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Ridgewood Road and the intersection of Ridgewood Road and Sheffield Drive is ratified.

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	Residents on Ridgewood Road
4.	Benefits	Sewer Infrastructure
5.	Schedule (beginning date)	Ongoing
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1
7.	Action implemented by: ▪ City Department ■ ▪ Consultant ☐	This project was implemented by the Engineering Division.
8.	COST	Cost: $351,288.00
9.	Source of Funding ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ■	Fund 32 Sewer Repair Emergency Funds $3,500,000.00
10.	EBO participation	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer

Agenda Item: Ridgewood Road and Sheffield Drive Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, August 4, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: $351,288.00
Project/Contract Type: Sewer Repair
Funding Source: Fund 32
Schedule/Time: Work will commence upon notice to proceed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency repair contract with Delta Constructors, Inc, for the Ridgewood Road and Ridgewood Road/Sheffield Drive Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main on Ridgewood Road and the intersection of Ridgewood Road/Sheffield Drive. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

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 RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1) is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, ***CITY ATTORNEY***
Terry Williamson, ***Legal Counsel***

8/9/20
DATE

MEMORANDUM

Department of Public Works
(601) 960-2090

TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CW 6/26/20

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31–7–1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

Charles W. Williams — 6/26/20
Charles Williams Jr., PE, PhD — DATE
City Engineer

II. REVIEWED AND APPROVED

LaaWanda Horton — 6/29/2020
LaaWanda Horton — DATE
Director of Administration

Timothy Howard — 7/9/2020
Timothy Howard — DATE
City Attorney

ROBERT BLAINE (MK)
Robert Blaine, PhD — DATE
Chief Administrative Officer

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13.(k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

CHOKWE ANTAR LUMUMBA
Mayor

7/13/2020
DATE

EMERGENGY REPAIR CONTRACT

SEWER REPAIR EMERGENCY RIDGEWOOD & SHEFFIELD ROAD

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Delta Constructors, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Delta Constructors, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Ridgewood & Sheffield Road;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Ridgewood Road & Sheffield Road. *Contractor*'s work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor*'s duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.

2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.

3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of $351,288.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 10, 2020.

4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.

5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars ($1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of $351,288.00.

7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.

8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.

9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.

10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.

11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.

12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 14th day July, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Date July 14, 2020

Chokwe Antar Lumumba, Mayor

Contractor
Delta Constructors, Inc.

Date July 14 2020

Joe W. Campbell
President

PROPOSAL FORM

SEWER REPAIR EMERGENCY RIDGEWOOD & SHEFFIELD ROAD
CITY OF JACKSON, MS

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	$10,000.00	$ 10,000.00
2	Clean and TV Inspection of 42" Sewers	184	LF	$ 16.00	$ 2,944.00
3	Bypassing - Set Up/ Remove (two 18" pumps/hose)	1	LS	$29,000.00	$ 29,000.00
4	Bypassing - Runtime (24 hour)	30	DAY	$ 700.00	$ 21,000.00
5	Bypassing - Set Up/ Remove (one 8" pumps/hose)	1	LS	$12,500.00	$ 12,500.00
6	Bypassing - Runtime (24 hour)	20	DAY	$ 300.00	$ 6,000.00
7	42" Point Repair 0-18' Long 12'-16' Deep (pipe by COJ)	1	EA	$59,000.00	$ 59,000.00
8	42" Point Repair (> than 18') 12'-16' Deep (pipe by COJ)	10	LF	$ 1,200.00	$ 12,000.00
9	12" Point Repair 0 - 40 LF (including SDR26 pipe)	1	EA	$37,600.00	$ 37,600.00
10	12" Point Repair > than 40' (including SDR26 pipe)	14	LF	$ 400.00	$ 5,600.00
11	Traffic Control Setup/Remove	1	LS	$ 3,000.00	$ 3,000.00
12	Traffic Control - signs/barrels	1	LS	$ 2,000.00	$ 2,000.00
13	Traffic Control Airboard - Two	30	DAY	$ 400.00	$ 12,000.00
14	Sawcut Existing Asphalt Pavement 10"-12" thick	224	LF	$ 14.00	$ 3,136.00
15	Remove Existing Asphalt Pavment 10"-12" thick	185	SY	$ 20.00	$ 3,700.00
16	Select Backfill LVM Sand	750	CY	$ 18.00	$ 13,500.00
17	Bedding Material 610 Stone	150	TONS	$ 55.00	$ 8,250.00
18	610 Limestone Trench Backfill LVM	1,000	TONS	$ 55.00	$ 55,000.00
19	Replace Asphalt Pavement Base BB-1 8" th	90	TONS	$ 250.00	$ 22,500.00
20	Replace Asphalt Pavement Surface Course SC-1 2" th	30	TONS	$ 300.00	$ 9,000.00
21	Striping	150	LF	$ 5.00	$ 750.00
22	42" DI Sleeve w/megalugs 401F	2	EA	$ 7,500.00	$ 15,000.00
23	Misc. Concrete Unformed	15	CY	$ 500.00	$ 7,500.00
24	Concrete Curb/Gutter Remove/Replace	10	LF	$ 22.50	$ 225.00
25	Concrete Paving Sidewalk/Driveway	1	SY	$ 83.00	$ 83.00
				TOTAL PROPOSAL:	$ 351,288.00

SUBMITTED BY: DELTA CONSTRUCTORS, INC.

P.O. Box 9545, Jackson, MS 39286-9545

Joe H. Campbell, President

7/10/20
Date

Certificate of Responsibility No. 07487-MC

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

July 10, 2020

Joe Campbell, President
Delta Constructors, Inc.
P.O. Box 9545
Jackson, Mississippi 39286-9545

NOTICE TO PROCEED

Ridgewood Road Sewer Emergency, HNDS COUNTY

Dear Mr. Campbell:

The City of Jackson hereby orders Delta Constructors, Inc, to start work on the Ridgewood Road Sewer Emergency commencing July 13, 2020. The City has discovered two voids in the pavement due to sewer collapses threatening the safety and welfare of motorist traveling along Ridgewood Road. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,

Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Bill Miley, Utilities Managr
Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

M E M O R A N D U M

Department of Public Works
(601) 960-2090

TO: Robert Blaine
Chief Administrative Order

CW 6/26/20

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

Bond No. 80C003334

Liberty Mutual. SURETY

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Delta Constructors Inc
P O Box 9545
Jackson, MS 39286-9545

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
82 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Jackson
PO Box 17
Jackson, MS 39205-0017

CONSTRUCTION CONTRACT
Date: July 14, 2020
Amount: $351,288.00

Description:
(Name and location)
Ridgewood Road Sewer Emergency, Hinds County

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $351,288.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Delta Constructors, Inc.

Signature:

Name and Title:
Joe H. Campbell, President

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature:

Name and Title:
William D. Horne, III, Attorney-in-fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 16 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

3

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

4

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201565-015144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen Brown; William D. Horne, III; William D. Horne, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 15, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 2020.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS-12873 LMIC OCIC WAIC Multi Co_082016

Bond No. 80C003334

Liberty Mutual. SURETY

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Delta Constructors Inc.
P O Box 9545
Jackson, MS 39286-9545

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices
Liberty Mutual Surety Claims
P.O. Box 34529
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Jackson
PO Box 17
Jackson, MS 39205-0017

CONSTRUCTION CONTRACT
Date: July 14, 2020
Amount: $351,288.00
Description:
(Name and location)
Ridgewood Road Sewer Emergency, Hinds County

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $351,288.00

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Delta Constructors, Inc.

Signature:
Name and Title:
Joe H. Campbell, President

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature:
Name and Title:
William D. Horne, III, Attorney-in-fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

5

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

8

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and Title:

Address

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and Title:

Address

8

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201565-018144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Horne, III; William D. Horne, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to affach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 2020.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_082018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DELTCON-02

JWALKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2020

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

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

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215

CONTACT NAME: Cindy Cole, APA, CPIW, CISR
PHONE (A/C, No, Ext): (601) 960-8234 FAX (A/C, No): (601) 208-3005
E-MAIL ADDRESS: ccole@fbbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Brierfield Insurance Company	10983
INSURER B: Travelers Property Casualty Company of America	25674
INSURER C: Lubs Casualty Insurance Company	12472
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Delta Constructors, Inc.
P.O. Box 9345
Jackson, MS 39286

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CPP100036154-02	1/1/2020	1/1/2021	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA100009518-04	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2UP41M8833820	1/1/2020	1/1/2021	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		028000021610120	1/1/2020	1/1/2021	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Installation Floater			CPP100036154-02	1/1/2020	1/1/2021	$2,500 Deductible		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Emergency Repair Ridgewood Road Sewer Rehab.
Certificate holder is named as an additional insured in respects to the General Liability and Auto liability. A waiver of subrogation is attached to the General Liability, Auto and Workers Compensation policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

Certificate holder is named as an additional insured in respects to the General Liability and Auto liability. A waiver of subrogation is attached to the General Liability and Auto Policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

City of Jackson
P.O. Box 17
Jackson, MS 39202

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

ACORD 25 (2016/03)

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OFFICE OF THE CITY ATTORNEY
10-12-2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015)LPA/108077-701000, CITY PROJECT NUMBER 19B4011 (WARD 2&3)

WHEREAS, the City of Jackson has federal transportation funds to make improvements to State Street (Sheppard Road to Briarwood Drive); and

WHEREAS, the City of Jackson selected EJES, Inc. to provide construction engineering and inspection services for the project; and

WHEREAS, EJES, Inc. has provided an estimated fee of $133,362.32 for construction engineering and inspection services work; and

WHEREAS, the execution of the construction engineering and inspection services agreement is subject to the concurrence of the Mississippi Department of Transportation.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with EJES, Inc., for the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015)LPA/108077-701000, City Project Number 19B4011, in an amount not to exceed $133,362.32.

Agenda Item No. 50
October 13, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 30, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015)LPA/108077-701000, CITY PROJECT NUMBER 19B4011 (WARD 2&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 4, 6, and 7
3.	**Who will be affected**	Residents in Ward 2 & 3
4.	**Benefits**	Provides CE&I work for construction project
5.	**Schedule (beginning date)**	Upon concurrence of MDOT
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	State Street from Sheppard Road to Briarwood Drive (Wards 2&3)
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Public Works, Engineering Division
8.	**COST**	$133,362.32
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ■ ▪ **Other** ☐	2020 Infrastructure Bond- 35 Million
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ FBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Dr. Charles Williams, Interim Director

Date: September 14, 2020

Background:

Attached you will find an item requesting for approval for the Mayor to execute a construction engineering and inspection services contract with EJES, Inc., for the State Street Rehabilitation Project. The project will replace the sidewalk and streetscape from Sheppard Road to Briarwood Drive. The project is funded with FAST Act project construction funds. The City will fund the remainder of the construction project as well as this construction engineering and inspection (CE&I) contract.

Public Works recommends utilizing EJES, Inc. to provide construction engineering and inspection services for the project. They provided a proposed cost of $133,362.32for CE&I services.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
10/5/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(015)LPA/108077-701000, CITY PROJECT NUMBER 19B4011 (WARDS 2 & 3)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

August 19, 2020

City of Jackson
Dr. Charles Williams, PE
200 S. President Street
Jackson, MS 39205

RE: Construction Engineering and Inspection Contract
Project Number: STP-6928-00(015)LPA/108077-701000
City of Jackson – State Street Rehabilitation Project
Hinds County

Dear Dr. Charles Williams, PE,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with **EJES, Incorporated** (the Consultant) for an upset cost limit of **$133,362.32** on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necole Baker), the MDOT District LPA Engineer, and Consultant Services Unit (Attention: Stephen Rone).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract
Project Number: 108077-701000
August 19, 2020

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,

Stephen Rone
MDOT Director of Consultant Services

SR/sh
Attachments

Cc: 77-01 LPA Division {Frederick/ P.Morgan/Baker}
77-01 LPA Division {M.Young}

ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR TECHNICAL ASSISTANCE WITH MAINTAINING THE WATER TREATMENT FACILITIES AT OB CURTIS WTP & JH FEWEL WTP (CITYWIDE)

WHEREAS, the City of Jackson needs technical assistance with maintaining the treatment facilities at OB Curtis WTP & JH Fewell WTP to ensure the City of Jackson maintains compliance with the Safe Water Drinking Act; and

WHEREAS, the City of Jackson Public Works has requested Cornerstone Engineering, LLC provide a proposal for general engineering services to assist the City of Jackson with maintaining compliance with the Safe Drinking Water Act; and

WHEREAS, Cornerstone Engineering, LLC has submitted a proposal for their services in an amount not to exceed $250,000.00; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a professional general engineering services agreement with Cornerstone Engineering, LLC in an amount not to exceed $250,000.00.

IT IS, THEREFORE, ORDERED that a professional general engineering services agreement with Cornerstone Engineering, LLC in amount not to exceed $250,000.00, is approved.

Agenda Item No. 51
October 13, 2020

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 27, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR TECHNICAL ASSISTANCE WITH MAINTAINING THE WATER TREATMENT FACILITIES AT OB CURTIS WTP & JH FEWEL WTP (CITYWIDE)**
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**	City of Jackson residents citywide.
4.	**Benefits**	Water Infrastructure
5.	**Schedule (beginning date)**	October 2020
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** □	This project was implemented by the Engineering Division.
8.	**COST**	$250,000.00
9.	**Source of Funding** ▪ **General Fund** □ ▪ **Grant** □ ▪ **Bond** □ ▪ **Other** ■	**Fund 400 & Fund 372**
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Interim Director CW 9/28/2021
Public Works Department

Date: September 27, 2020

Attached you will find an agenda item to approve a professional engineering services agreement with Cornerstone Engineering, LLC.

Background:

Attached you will find an item for the City Council Agenda requesting authority enter into a professional general engineering service agreement with Cornerstone Engineering, LLC. to assist the City with maintain the water treatment facilities to comply with the Safe Drinking Water Act.

It is the recommendation of this office that the contract with Cornerstone Engineering, LLC is approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

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
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR TECHNICAL ASSISTANCE WITH MAINTAINING THE WATER TREATMENT FACILITIES AT OB CURTIS WTP & JH FEWEL WTP (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

CORNERSTONE ENGINEERING, LLC

"Bringing Together Ideas that Work"

City of Jackson
Attn: Charles Williams, P.E., PhD
200 South President Street
P.O. Box 17
Jackson, MS 39205

June 15, 2020

RE: OB CURTIS AND JH FEWELL WATER TREATMENT PLANTS
GENERAL ENGINEERING SERVICES AGREEMENT

Dr. Williams:

Enclosed is our General Engineering Services Agreement for the OB Curtis and JH Fewell Water Treatment Plants (WTPS). This General Engineering Services Agreement will assist the City of Jackson by providing technical assistance, performing equipment assessments as well as general consulting for addressing US Environmental Protection Agency (EPA) and Mississippi Department of Health (MSDH) compliance orders pertaining to water plant deficiencies at the WTPS. This agreement also provides for water operator training at both WTPS.

If you need any more information, please let me know.

Sincerely,

Mauricka McKenzie, Sr., P.E.

Enclosures: Contract and EBO

Cc: file

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF JACKSON, MISSISSIPPI

AND

CORNERSTONE ENGINEERING, LLC

FOR

OB CURTIS AND JH FEWELL WATER TREATMENT PLANTS GENERAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 2020, by and between the **CITY OF JACKSON, MISSISSIPPI**, a Mississippi municipal corporation (hereinafter called the "OWNER"), and **CORNERSTONE ENGINEERING, LLC** having its principal place of business at 710 E. Northside Drive, Suite A, Clinton, MS 39056 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for providing technical assistance and operator training related to the operation and maintenance plan development for the OB Curtis and JH Fewell Water Treatment Plants (WTPs); and

WHEREAS, the ENGINEER intends to assist the OWNER with various tasks which shall include the following: (1) to provide advice, technical assistance and general consulting as it relates to providing assistance in developing responses to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA), (2) review Water Quality Parameter (WQP) program and data and provide advice as it relates to satisfying the requirements of the Lead and Copper Rule and, (3) to assist with developing a Lead Service Line Replacement Plan document as it relates to satisfying the requirements of the Lead and Copper Rule, (4) to assess, evaluate, document and report the existing condition of every major equipment or component of the drinking water treatment process at the OB Curtis WTP and the JH Fewell WTP, (5) to develop a 10-year Strategic Capital Maintenance Plan as it relates to planning and budgeting for future water plant infrastructure improvements, and (6) to develop and provide training for the water operators and maintenance staff at both water plants, which includes updating the 2013 OB Curtis WTP Operations Standard Operating Procedure Manual. The professional services provided herein are intended to assist the city with complying with MSDH requirements for operating and maintaining the City of Jackson WTPs, and to assist with planning efforts for long term sustainability of the water plants, which is described in more detail in Exhibit A, Project Description, and

WHEREAS, the ENGINEER is willing to render such professional engineering services under a two (2) year agreement in accordance with Exhibit B for the consideration and upon the terms hereinafter stated; and may be renewed at the discretion of the OWNER, and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 - FACILITIES TO BE CONSTRUCTED

A. The work to be performed under this Agreement consists of providing professional engineering services for technical assistance, general consulting and water operator training as requested by the Owner.

The following exhibits are attached to and made a part of this Agreement:

(1) Exhibit A: "Scope of Work" (Page A-1).
(2) Exhibit B: "Scope of Engineering Services" (Page B-1).
(3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
(4) Exhibit D: "Schedule of Work" (Page D-1).

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

A. The ENGINEER shall provide professional engineering services for technical assistance, general consulting and water operator training for the **OB Curtis and JH Fewell Water Treatment Plants**.

B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the professional engineering services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

A. Provide criteria and information as to the OWNER's professional engineering requirements for the work to be performed under this Agreement including task objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of task or conceptual design, planning services standards which the OWNER may require.

B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to professional engineering requirements relating to technical assistance, general consulting and water operator training at the WTPs.

C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Engineering Design Phase Services".

D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.

E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.

F. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.

G. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

SECTION 5 - TIME SCHEDULE

A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".

B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.

C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

A. ENGINEER will, at its expense, carry liability insurance with maximum limits of $1,000,000 for bodily injury and $1,000,000/$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.

B. ENGINEER shall comply, at its expense, with all applicable provisions of the workmen's compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

C. Engineer will, at its expense, also carry professional liability insurance.

D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

SECTION 7 - PAYMENT FOR SERVICES

A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".

B. Notice to Proceed. The Engineer and the Owner agree that the work covered by this project shall consist of four phases. Upon the completion of a phase, the Engineer shall provide the Owner written notice of the completion and shall await receipt of a written notice to proceed prior to commencing work on the next phase.

C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

SECTION 9 – AUTHORIZED REPRESENTATIVES

Charles Williams, Jr., P.E., PhD is the authorized representative of the OWNER.

Mauricka McKenzie, Sr., P.E. is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project. The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work pertaining to this agreement is Mauricka McKenzie, Sr., P.E., MS Registration No. 16157.

SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

Additionally, the Mississippi State Department of Health (MSDH) and its representatives shall have access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of funds.

SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

SECTION 12 - FEDERAL GRANTS

They services will be paid for by internal funding of the City of Jackson and may be supplemented by available funds through the Assistance for Small and Disadvantaged Communities Drinking Water Grant program of the US EPA as administered by MSDH. In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

A. ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:

1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.

2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.

B. In the event that ENGINEER fails in any of its obligations under Section A. of this section, OWNER may take one or more of the following actions to protect its interests:

1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section A of this section;

3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.

4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

C. ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible, enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY ("EBO") CLAUSE

A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:

1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.

2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.

3. Dissemination of the ENGINEER's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.

4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.

5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.

6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.

7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.

8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.

B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:

1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;

4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.

SECTION 16 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF JACKSON, MISSISSIPPI

Chokwe Antar Lumumba, Esq.
Mayor

ATTEST:

City Clerk

CORNERSTONE ENGINEERING, LLC

Mauricka McKenzie, Sr., P.E.
President and Principal Engineer

ATTEST:

Cheryl P. Banks for Bona McKenzie
Office Manager

EXHIBIT A

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS AND JH FEWELL WATER TREATMENT PLANTS GENERAL ENGINEERING SERVICES

SCOPE OF WORK

The work included in the scope of this Agreement consists of providing professional engineering and technical services for the OB Curtis and JH Fewell Water Treatment Plants General Engineering Services more specifically described as follows:

The ENGINEER intends

(1) to provide advice, technical assistance and general consulting as it relates to providing assistance in developing responses to Compliance Orders of the Mississippi Department of Health (MSDH) and US Environmental Protection Agency (EPA),

(2) review Water Quality Parameter (WQP) program and data and provide advice as it relates to satisfying the requirements of the Lead and Copper Rule and,

(3) to assist with developing a Lead Service Line Replacement Plan document as it relates to satisfying the requirements of the Lead and Copper Rule,

(4) to assess, evaluate, document, and report the existing condition of every major equipment or component of the drinking water treatment process at the OB Curtis WTP and the JH Fewell WTP,

(5) to develop a 10-year Strategic Capital Maintenance Plan as it relates to planning and budgeting for future water plant infrastructure improvements, and

(6) to develop and provide training for the water operators and maintenance staff at both water plants, which includes updating the 2013 OB Curtis WTP Operations Standard Operating Procedure Manual.

The professional services provided herein are intended to assist the city with complying with MSDH requirements for operating and maintaining the City of Jackson WTPs, and to assist with planning efforts for long term sustainability of the water plants

The Scope of Engineering Services is enumerated in Exhibit B.

EXHIBIT B

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS AND JH FEWELL WATER TREATMENT PLANTS GENERAL SERVICES AGREEMENT

SCOPE OF SERVICES

1.0 TECHNICAL ASSISTANCE AND TRAINING PLANS

1.1 Prepare conceptual plans and documents. Tasks include:

1.1.1 Providing Technical Assistance as needed for work related to the WTPs.

1.1.2 Preparing Strategic Capital Maintenance Plan.

1.1.3 Preparing water operator training materials.

1.1.4 Preparing budgetary construction cost estimates.

1.1.5 Submitting three (3) sets of the above final documents to the OWNER for review and approval.

1.1.6 The various tasks related to this project as described in paragraph 1.1.1 above may begin through Task Orders issued by the authorized representative of the City of Jackson and/or Public Works Department.

1.1 STATE AND FEDERAL REGULATIONS

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.

EXHIBIT C

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS AND JH FEWELL WATER TREATMENT PLANT GENERAL SERVICES AGREEMENT

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as additional costs. We will get prior approval from the OWNER before proceeding with any additional costs beyond that described in this agreement. The following conditions shall apply to services performed under this Agreement:

1.2 OWNER shall pay ENGINEER for additional services not outlined in this Agreement only when these additional services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.

1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs. The ENGINEER shall bill the OWNER hourly according to his 2020 Standard Rate Schedule which is included as Attachment A. The ENGINEER's hourly, not to exceed fee is as follows:

NOT TO EXCEED FEE: $250,000

1.4 Payment to Engineer

1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.

1.5 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER's invoices.

SECTION 2 - CHANGES

The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion

dates (Exhibit D). For additional services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

For additional services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS

The ENGINEER may select consultant(s) to provide special services during course of this agreement. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

1.1 Professional Fees

1.2 Personnel

Engineer

Principal Engineer.....$175.00/hr.

Senior Engineer.....$150.00/hr.

Project Engineer ..... $110.00/hr.

Engineering Associate I ..... $75.00/hr.

Designer / Drafter

Senior Designer Level I .....$105.00/hr.

Designer Level I ..... $65.00/hr.

RPR/Technician (Soils, Concrete or Environmental)

Senior Technician .....$75.00/hr.

Level II Technician .....$70.00/hr.

Level I Technician .....$50.00/hr.

Project Manager

Senior Project Manager (code 112) .....$110.00/hr.

Project Manager (code 162) .....$90.00/hr.

Consultant (Roofing, Safety, etc.)

Project Consultant (code 309) .....$80.00/hr.

Administrative

Office Manager $60.00

Office Assistant $45.00

1.3 Other Expenses

1. Automotive mileage **$0.58/mile**
2. 4—Wheel Drive $0.85/mile
   Mileage charges apply only to projects more than 20 miles from office.
3. Per Diem (Meals and Lodging) $100.00/person/day
   Per Diem charge in High—Cost—of—Living areas is based upon actual cost plus 20%.
4. Photographs (reproduced within report or at client's request) (code A005) ..... $ 2.60/ea
5. Color Photocopies $3.15/ea
6. Large Drawing Plots

   Monochrome Linework on bond --- $1/Sq. Ft.

   Size D $5.19/ea

   Size E $10.39/ea

   Long Plot (140x32) $31.11/ea

   11x17 Reduction $1.30/ea

   Custom (Glossy 40x28) $38.89/ea

   Color Image on plain bond $6/Sq. Ft.

   Size D $31.17/ea

   Size E $62.33/ea

   Long Plot (140x32) $186.67/ea

   2 pc Super Plot (140x60) $350.00/ea

   11x17 Reduction $7.79/ea

   Custom (Glossy 106x36) $185.50/ea
7. Direct non—salary expense ..... Cost Plus 15%
8. Sub—Contractor markup ..... Cost Plus 15%

EXHIBIT D

THE CITY OF JACKSON, MISSISSIPPI

OB CURTIS WATER AND JH FEWELL WATER TREATMENT PLANT GENERAL ENGINEERING SERVICES AGREEMENT

SCHEDULE OF WORK

SECTION 1 - PERIOD OF SERVICE

1.1 Following is the proposed Schedule of Work as outlined under this agreement:

Task	Cumulative Time (Calendar Days)
Planning and Technical Assistance	730 days

Professional Services will begin when Owner authorizes the Engineer to begin the planning work, technical assistance, and operator training work. The planning and consulting services will continue through the Engineer assisting the OWNER as needed.

This Professional Services Agreement may be renewed at the end of the term.

CORNERSTONE
ENGINEERING, LLC

City of Jackson
Attn: Michael Davis, EBO Program Officer
200 South President Street
Warren Hood Building
Jackson, MS 39201

June 7, 2020

REFERENCE: WAIVER STATEMENT FOR EQUAL BUSINESS OPPORTUNITY (EBO)
2020 OB CURTIS AND JH FEWELL WATER TREATMENT PLANT
GENERAL ENGINEERING SERVICES AGREEMENT
JACKSON, MS

Dear EBO Program Officer:

Cornerstone Engineering, LLC is requesting a waiver on the EBO participation goals required in the plan. Our firm is a small minority owned business certified by the City of Jackson, Mississippi Development Authority (MDA), and the Jackson Municipal Airport Authority (JMAA). The reason we are requesting a waiver is because the work on the above referenced project will be performed primarily by Cornerstone Engineering, without the need for additional services by other companies.

Let us know if you have any other questions.

Sincerely,

CORNERSTONE ENGINEERING, LLC

Mauricka McKenzie, Sr., P.E
President and Principal Engineer

Enclosures

Cc: Charles Williams, P.E., PhD, Engineering Manager

CITY OF JACKSON, MISSISSIPPI

Chokwe Antar Lumumba
Mayor

EQUAL BUSINESS OPPORTUNITY (EBO) PLAN APPLICATION

Department of Planning and Development
Office of Economic Development

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed* and *signed* Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.

(EBO FORM 7-1-13)

EQUAL BUSINESS OPPORTUNITY

SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

(1) **"African American Business Enterprise (AABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.

(2) **"Asian American Business Enterprise (ABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.

(3) **"Hispanic Business Enterprise (HBE)"** shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.

(4) **"Minority Business Enterprise (MBE)"** shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.

(5) **"Female Business Enterprise (FBE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. *(See Subcontractor/Supplier Participation guidelines below.)*

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. <u>Subcontractor Participation</u>

(i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.

(ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:

(a) the amount of work subcontracted;

(b) the type of prime contract;

(c) whether the business has the skill and expertise to perform work for which it is being/has been certified;

(d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and

(e) whether the business purchases goods and/or services from a non-minority/women□s business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women□s business enterprise utilization goals.

(f) standard industry practices.

(iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. <u>Suppliers Participation</u>

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

(i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.

(ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers□ representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.

(iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

(i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over $10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars ($10,000,000.00).

(ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:

(a) The initial capital investment of each venture partner;

(b) The proportional allocation of profits and losses to each venture partner;

(c) The sharing of the right to control the ownership and management of the joint venture;

(d) Actual participation of the venture partners in the performance of the contract;

(e) The method of and responsibility for accounting;

(f) The methods by which disputes are resolved; and

(g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

(a) type of technical assistance to be provided by mentor;

(b) rights and responsibilities of each mentor and protégé contracting activity;

(c) the specific duration of the agreement;

(d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.

B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.

C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror□s good faith efforts *(see EBO Plan Application)* to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. *(See EBO Plan Application)*

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION

I. **Company Name:** Cornerstone Engineering, LLC

II. **Address:** 710 Northside Drive, Suite A

City: Clinton **State:** MS **ZIP Code:** 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. **Bid Name and Number:** OB Curtis and JH Fewell Water Treatment Plants General Services Agreement

IV. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:**
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. **Total Bid Amount:** $250,000

V. **WAIVER REQUESTED** [X] ***(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required *WAIVER STATEMENT*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)***

**** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:***

(a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.

(b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.

(c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:

1. **The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.**
2. **A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.**
3. **A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.**
4. **Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.**

5. **For each MBE and FBE contacted which the bidder or offeror considered to be <u>not</u> qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.**

6. **Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.**

7. **A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.**

******If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		100%			
Construction		N/A			
Goods & Non-Professional Services		N/A			

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that <u>my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.</u>

Authorized Signature and Title _____ *Date* 6/15/2020

PRINT *"AUTHORIZED"* NAME HERE: **Mauricka McKenzie**

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION – ATTACHMENT

Proposed Minority/Female Business Enterprise Firms

Company Name: Cornerstone Engineering, LLC

Type Trade/Business: Water Resources Engineering

Address: 710 Northside Drive, Suite A

City, State, ZIP: Clinton, Mississippi 39056

Contact Person: Mauricka McKenzie, Sr., P.E.

Telephone Number: (601) 473-2403

Type Minority Business (MBE/FBE):

- ____ Female (FBE)
- XX African-American (AABE)
- ____ Asian (ABE)
- ____ Hispanic (HBE)
- ____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- ____ Subcontractor
- ____ Supplier
- ____ Joint Venture
- ____ Mentor-Protégé

Type Work or Service to be Performed: Engineering Services

Scope of Work to be Performed: Technical Assistance on EPA and MSDH Compliance Orders, developing Lead Service Line Replacement Plan, Developing Strategic Capital Maintenance Plan for both water plants, water operator training and training materials updating

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ ____

Percentage of MBE and/or FBE Participation: 100%

OFFICE OF THE CITY ATTORNEY
10-6-2020

ORDER RATIFYING TASK ORDER 4B UNDER THE CONSENT DECREE PROGRAM MANAGEMENT AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., FOR CONSENT DECREE PROGRAM MANGEMENT SERVICES (CITYWIDE)

WHEREAS, the City Council approved an agreement with Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) on January 24, 2017 to provide Consent Decree Program Management Services; and

WHEREAS, Burns & McDonnell have been providing requested consent decree program management services under a series of Task Orders, which are approved by the governing authorities; and

WHEREAS, toward the beginning of Fiscal 2020, the City Council approved and the Mayor executed Task Order 4A, which was a continuation of requested work on the Agreement; and

WHEREAS, Task Order 4A was intended to fund the first six months of Fiscal Year 2020, but prudent, frugal management of the funding, combined with a reduction in meetings and the suspension of the Fats, Oils, and Grease Program during April and May carried the work later into the fiscal year; and

WHEREAS, having provided services through the end of Fiscal Year 2020, approval Task Order 4B in an amount not to exceed $395,018.00 is needed primarily to pay several subconsultants; and

WHEREAS, the Department of Public Works recommends ratifying Task Order 4B under the Consent Decree Program Management Agreement with Burns & McDonnell in an amount not to exceed $395,018.00.

IT IS, THEREFORE, ORDERED that Task Order 4B under the Consent Decree Program Management Agreement with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed $395,018.00 is ratified.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Task Order 4B under the Consent Decree Program Management Agreement with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed $395,018.00.

Agenda Item No. 52
October 13, 2020

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 6, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING TASK ORDER 4B UNDER THE CONSENT DECREE PROGRAM MANAGEMENT AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., FOR CONSENT DECREE PROGRAM MANGEMENT SERVICES (CITYWIDE)**
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**	City of Jackson residents citywide.
4.	**Benefits**	Consent Decree Program Management Services
5.	**Schedule (beginning date)**	Completed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Depar[redacted]nt** ▪ **Consultant** ☐	This project was implemented by the Department of Public Works
8.	**COST**	$395,018.00
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** [redacted]	
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Interim Director
Public Works Department

Date: October 6, 2020

Attached you will find an agenda item ratifying Task Order 4B under the Consent Decree Program Management Agreement with Burns & McDonnell.

Background:

Attached you will find an item for the City Council Agenda requesting ratification of Task Order 4B under the Consent Decree Program Management Agreement with Burns & McDonnell.

It is the recommendation of this office that the contract with Burns & McDonnell is ratified and approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING TASK ORDER 4B UNDER THE CONSENT DECREE PROGRAM MANAGEMENT AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., FOR CONSENT DECREE PROGRAM MANGEMENT SERVICES (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, Legal Counsel _____

10/6/20
DATE

OFFICE OF THE CITY ATTORNEY
10-13-2020

ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES, AND AUTHORIZING TASK ORDER 1A (CITYWIDE)

WHEREAS, the City of Jackson Department of Public Works is currently in the process of negotiating a modification to its existing Clean Water Act Consent Decree with the United States and the state of Mississippi; and

WHEREAS, for the past four years Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) has served as the City's Consent Decree Program Manager, which has included providing support and associated services for negotiations with the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to modify the City's Clean Water Act Consent Decree; and

WHEREAS, the Department of Public Works requested Burns & McDonnell, whose principal office address is 9400 Ward Parkway, Kansas City, Missouri 64114, to provide a proposal for general engineering services to assist the City of Jackson with consent decree modification support and associated services; and

WHEREAS, the initial term of the contract will be for two years, with two, one-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; however, the contract shall be voidable upon the beginning of a new term in office of the Mayor and City Council; and

WHEREAS, work under the contract will proceed based on a series of Task Orders negotiated by the parties; and

WHEREAS, due to limited sources of funding at this time, Burns & McDonnell has submitted a proposal for services and corresponding budget for Task Order 1A for consent decree modification support and associated services in an amount not to exceed $295,300.00 that is intended to provide funding for the services for a period until March 31, 2021, but will continue until funds for Task Order 1A have been exhausted; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a professional general engineering services agreement with Burns & McDonnell to provide consent decree modification support and associated services for the City's Clean Water Act Consent Decree and recommends authorization of Task Order 1A.

Agenda Item No. 53
October 13, 2020

BY: WILLIAMS, LUMUMBA

IT IS, THEREFORE, ORDERED that a professional general engineering services agreement with Burns & McDonnell Engineering Company, Inc. for an initial term of two years, with two, one-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties for consent decree modification support and associated services is approved.

IT IS FURTHER ORDERED that Task Order 1A in an amount not to exceed $295,300.00, which is intended to provide funding for the services for a period until March 31, 2021, but will continue until funds for Task Order 1A have been exhausted, is approved.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a professional general engineering services agreement with Burns & McDonnell for consent decree modification support and associated services and is authorized to execute Task Order 1A under that contract.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 6, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES, AND AUTHORIZING TASK ORDER 1A (CITYWIDE)**
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**	City of Jackson residents citywide.
4.	**Benefits**	Consent Decree Modification Support and Associated Services
5.	**Schedule (beginning date)**	October 2020
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Depart[redacted]nt** ▪ **Consultant** ☐	This project was implemented by the Department of Public Works
8.	**COST**	$295,300.00 for Task Order 1A
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** [redacted]	
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Interim Director
Public Works Department

Date: October 6, 2020

Attached you will find an agenda item to approve a professional engineering services agreement with Burns & McDonnell Engineering Company, Inc. for consent decree modification support and associated services.

Background:

Attached you will find an item for the City Council Agenda requesting authority enter into a professional general engineering service agreement with Burns & McDonnell. The Department of Public Works with the support of Burns & McDonnell is proposing to transition the day-to-day tasks of Consent Decree Program Management to WEI/AJA, LLC. This is the path envisioned at the time the City Council authorized a contract with Burns & McDonnell for program management services in early 2017.

The Department of Public Works proposes to retain Burns & McDonnell to assist with the completion of the modification of the City's Clean Water Act Consent Decree. Burns & McDonnell will also complete work on modifying the City's Sewer Overflow Response Plan (SORP), which the City anticipates will be completed by late October or early November. As part of the services associated with supporting the City with the modification negotiations, Burns & McDonnell will provide strategic financial planning services, provide updates to both the short-term and long-term cash flow models, and provide a cost of service and rate study.

It is the recommendation of this office that the contract with Burns & McDonnell be approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

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 A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES, AND AUTHORIZING TASK ORDER 1A (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, Legal Counsel

10/6/20
DATE

OFFICE OF THE CITY ATTORNEY
10-8-2020

ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING TASK ORDER 1A (CITYWIDE)

WHEREAS, the City of Jackson Department of Public Works requires program management services to assist with meeting the requirements of the City's Clean Water Act Consent Decree with the United States of American and the state of Mississippi; and

WHEREAS, the Department of Public Works requested WEI/AJA, LLC, whose principal office address is 143 A LeFleurs Square, Jackson, MS 39211, to provide a proposal for general engineering services to assist the City of Jackson with Consent Decree Program Management Services; and

WHEREAS, initial term of the contract would be for four years, with two, two-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; however, the contract shall be voidable upon the beginning of a new term in office of the Mayor and City Council; and

WHEREAS, work under the contract will proceed based on a series of Task Orders negotiated by the parties; and

WHEREAS, due to limited sources of funding at this time, WEI/AJA, LLC has submitted a proposal for services and corresponding budget for Task Order 1A for consent decree program management services in an amount not to exceed $1,413,799.00 that is intended to provide funding for the services for a period until March 31, 2021, but will continue until funds for Task Order 1A have been exhausted; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a professional general engineering services agreement with WEI/AJA, LLC to provide program management services for the City's Clean Water Act Consent Decree and recommends authorization of Task Order 1A.

IT IS, THEREFORE, ORDERED that a professional general engineering services agreement with WEI./AJA, LLC for an initial term of four years, with two, two-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties for consent decree program management services is approved.

Agenda Item No. 54
October 13, 2020

BY: WILLIAMS, LUMUMBA

IT IS FURTHER ORDERED that Task Order 1A in an amount not to exceed $1,413,799, which is intended to provide funding for the services for a period until March 31, 2021, but will continue until funds for Task Order 1A have been exhausted, is approved.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a professional general engineering services agreement with WEI/AJA, LLC for consent decree program management services and is authorized to execute Task Order 1A under that contract.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 4, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING TASK ORDER 1A (CITYWIDE)**
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**	City of Jackson residents citywide.
4.	**Benefits**	Consent Decree Program Management Services
5.	**Schedule (beginning date)**	October 2020
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Depart[redacted]nt** ▪ **Consultant** ☐	This project was implemented by the Department of Public Works
8.	**COST**	$1,413,799.00 for Task Order 1A
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** [redacted]	
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Interim Director
Public Works Department

Date: October 4, 2020

Attached you will find an agenda item to approve a professional engineering services agreement with WEI/AJA, LLC for consent decree program management services.

Background:

Attached you will find an item for the City Council Agenda requesting authority enter into a professional general engineering service agreement with WEI/AJA, LLC. The contract will assist the Department of Public Works with the City's Clean Water Act Consent Decree with the United States and the state Mississippi.

It is the recommendation of this office that the contract with WEI/AJA, LLC be approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY
10-5-2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING TASK ORDER 1A (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SIMMONS EROSION CONTROL, INC. FOR THE MEDGAR EVERS BOULEVARD IMPROVEMENTS, CITY PROJECT NUMBER 18B4017.302 (WARD 3)

WHEREAS, on July 7, 2020 the bid received from Simmons Erosion Control, Inc., in the amount of $3,951,743.61, was approved by the City Council; and

WHEREAS, Simmons Erosion Control, Inc. has expressed concern about constructing the project during the winter months, and requested the contract language regarding completion time change from calendar days to working days; and

WHEREAS, the approved contract language specified 180 consecutive calendars to complete the project; and

WHEREAS, the proposed revised contract language will specify 120 working days to complete the project; and

WHEREAS, the recommends approval of Change Order No. 1 changing the contract completion from 180 consecutive calendar days to 120 working days to complete the Medgar Evers Boulevard Improvements, City Project Number 18B4017.302; and

IT IS, THEREFORE, ORDERED that Change Order No. 1 to the contract with Simmons Erosion Control, Inc., is approved.

ITEM # 55

DATE: October 13, 2020

BY: **WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 30, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SIMMONS EROSION CONTROL, INC, FOR THE MEDGAR EVERS BOULEVARD IMPROVEMENTS, CITY PROJECT NUMBER 18B4017.302 (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**	Residents and businesses in Ward 3
4.	**Benefits**	Road Infrastructure
5.	**Schedule (beginning date)**	This project will begin once change order no. 1 is approved
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** ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	No Cost
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	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, Mississippi39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

TO: Mayor Chokwe Antar Lumumba

FROM: Charles Williams Jr., PE, PhD CW 10/2/2020
Interim Director/City Engineer

DATE: September 30, 2020

RE: Agenda Item for City Council Meeting

Attached you will find an agenda item authorizing change order number 1 to the contract with Simmons Erosion Control, Inc., for the Medgar Evers Boulevard Improvements. Simmons Erosion Control, Inc., has requested the completion time be changed from consecutive calendars to working days to allow more constructive work during the calendar months. The Department of Public Works has reviewed this request and believes it will be beneficial to change the completion date to ensure the contractor has reasonable time to complete the project.

The Department of Public Works recommends approval, if you have any questions please do not hesitate to call me at 2091.

Office of the City Attorney

455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SIMMONS EROSION CONTROL, INC. FOR THE MEDGAR EVERS BOULEVARD IMPROVEMENTS, CITY PROJECT NUMBER 18B4017.302 (WARD 3)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

11/3/20
DATE

EJCDC

Change Order No. 001

Date of Issuance: October 14, 2020		Effective Date:	October 14, 2020
Owner:	City of Jackson, MS	Owner's Contract No.:	15B4006.301
Contractor:	Simmons Erosion Control, Inc.	Contractor's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.14867.000
Project:	Medgar Evers Boulevard Improvements		

The Contract is modified as follows upon execution of this Change Order:

Description: Change contract time from 180 **Calendar** Days to 120 **Working** Days

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 3,951,743.61	Original Contract Times: 180 **Calendar** Days Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No.__ to No. __: $ Not Applicable	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: Not Applicable Ready for Final Payment: Not Applicable days
Contract Price prior to this Change Order: $ Not Applicable	Contract Times prior to this Change Order: Substantial Completion: 180 Calendar Days Ready for Final Payment: _____ days or dates
Increase of this Change Order: $ Not Applicable	Increase of this Change Order: Substantial Completion: Not Applicable Ready for Final Payment: Not Applicable days or dates
Contract Price incorporating this Change Order: $ Not Applicable	Contract Times with all approved Change Orders: Substantial Completion: 120 Working Days Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Chad Toles	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title _____	Title _____
Date: 10-02-20	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: Not Applicable

Title: _____

Date: _____

OFFICE OF THE CITY ATTORNEY
10-5-2020

ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)

WHEREAS, on September 15, 2020 the City Council awarded the contract for the Belhaven Creek Drainage Improvements Project to Copeland & Johns, Inc. in an amount not to exceed $2,571,795.00, and

WHEREAS, the Department of Public Works and Southern Consultants, Inc. was notified by Thomas Cronin, Executive Vice President for Copeland & Johns, Inc., that Copeland & Johns, Inc. intended to honor their bid past September 2, 2020; and

WHEREAS, the Department of Public Works and Southern Consultants, Inc. has learned that Thomas Cronin has left Copeland & Johns, Inc. and the current management at Copeland and Johns, Inc. has no interest in constructing the project; and

WHEREAS, the President of Copeland & Johns, Inc., Dupree Petty sent a certified letter on September 17, 2020 withdrawing their bid due to the 90-day period for awarding the project having expired on September 2, 2020.

IT IS, THEREFORE, ORDERED that the September 15, 2020 Order Accepting the Bid of Copeland & Johns, Inc. for the Belhaven Creek Drainage Improvement Project Number 15B5014.701 is rescinded.

ITEM # Agenda Item No. 56

DATE: October 13, 2020

BY: **WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 2, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (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**	Residents who live within the Belhaven Community
4.	**Benefits**	Drainage Infrastructure
5.	**Schedule (beginning date)**	N/A
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Depart[redacted]nt** ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	No Cost
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** [redacted]	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer

Date: October 2, 2020

Agenda Item:

ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)

Purpose:	Drainage Improvements
Cost:	No Cost
Project/Contract Type:	Construction
Funding Source:	N/A
Schedule/Time:	N/A
DPW Manager:	Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the City Council rescind a contract to Copeland & Johns, Inc. for the Belhaven Creek Drainage Improvement Project in amount not to exceed $2,571,795.00. The purpose of is this project was to reduce flooding by widening the channel to improve capacity and flow. The Department of Public Works recommends approval of this project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER RESCINDING THE SEPTEMBER 15, 2020 ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 2, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RESCINDING THE CONTRACT AWARDING TO COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (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**	Residents who live within the Belhaven Community
4.	**Benefits**	Drainage Infrastructure
5.	**Schedule (beginning date)**	N/A
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	No Cost
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer

Date: October 2, 2020

Agenda Item:

ORDER RESCINDING THE CONTRACT AWARDING TO COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)

Purpose:	Drainage Improvements
Cost:	No Cost
Project/Contract Type:	Construction
Funding Source:	N/A
Schedule/Time:	N/A
DPW Manager:	Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the City Council rescind a contract to Copeland & Johns, Inc. for the Belhaven Creek Drainage Improvement Project in amount not to exceed $2,571,795.00. The purpose of is this project was to reduce flooding by widening the channel to improve capacity and flow. The Department of Public Works approves rescinding the award. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

COPELAND & JOHNS, INC.
GENERAL CONTRACTOR
DESIGN-BUILD • MANAGEMENT • CIVIL

September 17, 2020

The City Clerk
City Hall
219 South President Street
Jackson, Mississippi 39205

Sent via Certified Mail USPS

Re: Belhaven Creek Drainage Improvements
City Project No. 15B5014-701
Copeland & Johns, Inc. Withdrawal of, June 2, 2020 Bid
CR# 04406-MC

Gentlemen:

Copeland & Johns, Inc. submitted a proposal to the City of Jackson in accordance with the Contract Documents and Bid Specifications for the Belhaven Creek Drainage Improvements, City Project Number 15B5014-701 on the advertised Bid Date of June 2, 2020. In accordance with the Advertisement for Bids, The City of Jackson allowed 90-days for award of the project before a bidder may withdraw his bid; that period has expired.

Please accept this letter as formal notice that Copeland & Johns, Inc. respectfully withdraws its bid and proposal in its entirety and will not accept any pending award of the City Project Number 15B5014-701.

Sincerely:
Copeland & Johns, Inc.

Dupree Petty
President

cc: Richard B. Copeland - CJI
Luke Robinson - CJI
Bid File

OFFICE OF THE CITY ATTORNEY

ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)

WHEREAS, on June 2, 2020, the City of Jackson received three sealed bids for the Belhaven Creek Drainage Improvement Project, City Project No.15B5014.701, and

WHEREAS, the bid received from Copeland & Johns, Inc., in the amount of $2,571,795.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Copeland & Johns, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Copeland & Johns, Inc., in the amount of $2,571,795.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

ITEM # _____

DATE: _____

BY: **WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 21, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (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**	Residents who live within the Belhaven Community
4.	**Benefits**	Drainage Infrastructure
5.	**Schedule (beginning date)**	This project will begin as soon as contracts are signed.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	$2,571,795.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	The Belhaven Creek Drainage Improvements will be funded from the 35 million infrastructure improvement bond. Once the bond funds are transferred in the City's designated account. The existing construction account number will be validated, and bond funds will be transferred into that account for expenses
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director of Public Works/City Engineer

Date: July 21, 2020

Agenda Item:

ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC., FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7)

Purpose:	Drainage Improvements
Cost:	$2,571,795.00
Project/Contract Type:	Construction
Funding Source:	35 Million Bond Proceeds
Schedule/Time:	August 2020
DPW Manager:	Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a contract with Copeland & Johns, Inc., for the Belhaven Creek Drainage Improvement Project. The purpose of is this project is to reduce flooding by widening the channel to improve capacity and flow. The Department of Public Works recommends approval of this project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
7-27-20

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF COPELAND & JOHNS, INC. FOR THE BELHAVEN CREEK DRAINAGE IMPROVEMENT CITY PROJECT NUMBER 15B5014.701 (WARD 7) is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, ***CITY ATTORNEY***
Terry Williamson, *Legal Counsel*

7/27/20
DATE

BID TABULATION

City of Jackson - Belhaven Creek Drainage Improvements

City Project Number 1527014-701
Bid Opening: June 2, 2020 at 3:30pm

				Copeland & Johns, Inc. 8105 Old Brandon Road, Pearl, MS 39208		Hemphill Construction Co., Inc. P.O. Drawer 519, Florence, MS 39073		[illegible], Inc. [illegible] Suite 202, Jackson, MS 39216	
PAY ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	CLEARING AND GRUBBING	LS	1	$ 190,000.00	$ 190,000.00	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$ 160,000.00	$ 160,000.00	$ 394,127.50	$ 394,127.50	$ 125,000.00	$ 125,000.00
3	MOBILIZATION	LS	1	$ 200,000.00	$ 200,000.00	$ 160,000.00	$ 160,000.00	$ 80,000.00	$ 80,000.00
4	REMOVAL OF EXISTING CONCRETE SIDEWALK (All Depths)	SY	10	$ 100.00	$ 1,000.00	$ 40.00	$ 400.00	$ 17.00	$ 170.00
5	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER	LF	200	$ 5.00	$ 1,000.00	$ 15.00	$ 3,000.00	$ 15.00	$ 3,000.00
6	REMOVAL OF EXISTING CONCRETE DRIVEWAYS (All Depths)	SY	15	$ 100.00	$ 1,500.00	$ 40.00	$ 600.00	$ 18.00	$ 270.00
7	REMOVAL OF EXISTING BOX CULVERT AT ST. MARY STREET	LS	1	$ 8,000.00	$ 8,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ [illegible]
8	COMMON EXCAVATION (F.M.)	CY	5,000	$ 16.00	$ 80,000.00	$ 33.00	$ 165,000.00	$ 33.00	$ [illegible]
9	UNDERCUT EXCAVATION (F.M.)	CY	200	$ 16.00	$ 3,200.00	$ 30.00	$ 6,000.00	$ 30.00	$ 6,000.00
10	BORROW EXCAVATION FOR UNDERCUTS (F.M.)	CY	200	$ 30.00	$ 6,000.00	$ 40.00	$ 8,000.00	$ 40.00	$ 8,000.00
11	SELECT BACKFILL (F.M.)	CY	1,775	$ 35.00	$ 62,125.00	$ 25.00	$ 44,375.00	$ 40.00	$ 71,000.00
12	STRUCTURE EXCAVATION (F.M.)	CY	1,500	$ 36.00	$ 54,000.00	$ 21.00	$ 31,500.00	$ 26.50	$ 39,750.00
13	CLAY GRAVEL (L.V.M.)	CY	150	$ 45.00	$ 6,750.00	$ 50.00	$ 7,500.00	$ 50.00	$ 7,500.00
14	WASHED GRAVEL (F.M.)	CY	500	$ 40.00	$ 20,000.00	$ 80.00	$ 40,000.00	$ 60.00	$ 30,000.00
15	LIMESTONE [illegible] (F.M.)	CY	125	$ 144.00	$ 17,[illegible]	$ 125.00	$ 15,[illegible]	$ 70.00	$ 8,750.00
16	8" DI WATER MAIN CL 53 [illegible] POLYWRAP AND RESTRAINED JOINT GASKETS	LF	80	$ 60.00	$ [illegible]	$ 92.50	$ 7,400.00	$ 130.00	$ 10,400.00
17	16" STEEL CASING (OPEN CUT) (0.375")	LF	20	$ 120.00	$ 2,400.00	$ [illegible]	$ 4,830.00	$ 170.00	$ [illegible]
18	DI FITTINGS (C153)	LB	500	$ 20.00	$ 10,000.00	$ [illegible]	$ 3,[illegible]	$ [illegible]	$ 4,[illegible]
19	8" MJ DI RESTRAINT DEVICES	EA	6	$ 400.00	$ 2,400.00	$ 130.00	$ 780.00	$ 115.00	$ 690.00
20	6" INSERT-A-VALVE WITH BOX	EA	2	$ 1,800.00	$ 3,600.00	$ 18,000.00	$ 36,000.00	$ 18,000.00	$ 36,000.00
21	8" GATE VALVE (RW) WITH BOX	EA	1	$ 1,700.00	$ 1,700.00	$ 880.00	$ 880.00	$ 1,300.00	$ 1,300.00
22	FIRE HYDRANT (5' bury)	EA	1	$ 4,000.00	$ 4,000.00	$ 2,430.00	$ 2,430.00	$ 4,500.00	$ 4,500.00
23	FIRE HYDRANT EXTENSION	VLF	2	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
24	8" ANCHOR COUPLING	EA	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
25	3/4" X 5/8" SERVICE ASSEMBLY COMPLETE	EA	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
26	3/4" TYPE K COPPER SERVICE PIPE	LF	30	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
27	TIE IN TO EXISTING METER (All Sizes)	EA	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
28	SELECT BEDDING FOR UNDERCUTS (F.M.) (WATER/SEWER LINES)	CY	20	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
29	10" SDR 26 PVC SEWER MAIN (All Depths)	LF	50	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
30	16" STEEL CASING (0.375")	LF	30	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
31	TIE IN TO EXISTING MANHOLE	EA	3	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
32	DRAINAGE PIPES 8" AND SMALLER	LF	25	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
33	[illegible] RCP STORM SEWER PIPE (All Depths)	LF	40	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
34	STRUCTURAL CONCRETE (RETAINING WALL)	CY	120	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
35	STRUCTURAL CONCRETE (BOX CULVERT HEADWALL)	CY	20	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
36	STRUCTURAL CONCRETE (VERTICAL CONCRETE CHANNEL)	CY	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
37	CONCRETE PAVED DITCH WITH REINFORCEMENT (TYPE 1)	SY	150	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
38	BRANCH CONNECTION FOR BOX CULVERT AND CONCRETE CHANNEL (ALL SIZES)	EA	4	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
39	[illegible] MODIFIED CURB INLET	EA	4	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
40	STRUCTURAL CONCRETE (BOX CULVERT)	CY	710	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
41	REINFORCING STEEL (BOX CULVERT)	LB	18,000	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
42	RIP RAP (300 LB)	TN	3,000	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
43	GROUT FOR RIP RAP	CY	300	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
44	FILTER FABRIC	SY	4,000	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
45	CONCRETE CURB AND GUTTER	LF	300	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
46	6" CONCRETE DRIVEWAY (WITH WIRE MESH)	SY	10	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
47	4" CONCRETE SIDEWALK (WITH WIRE MESH)	SY	10	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
48	3" ASPHALT BASE COURSE	TN	125	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
49	2" ASPHALT SURFACE COURSE	TN	150	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
50	FERTILIZER	TN	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
51	SEEDING	AC	2	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
52	SOLID SOD (ALL TYPES)	SY	1,000	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
53	MISCELLANEOUS CONCRETE (WITH REINFORCING STEEL)	CY	25	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
54	6' CHAIN LINK FENCING	LF	1,200	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
55	4' CHAIN LINK FENCING	LF	50	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
56	6' WOOD PRIVACY FENCING	LF	200	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
57	8' WOOD PRIVACY FENCING	LF	300	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
58	6' CHAIN LINK FENCING GATES	EA	4	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
59	4' CHAIN LINK FENCING GATES	EA	2	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
60	6' WOOD PRIVACY GATES (4' WIDE)	EA	4	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
61	8' WOOD PRIVACY GATES (4' WIDE)	EA	2	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
62	TYPE III BARRICADE (PERMANENT)	EA	4	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
63	MAINTENANCE OF TRAFFIC	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
64	TEMPORARY SILT FENCE	LF	1,000	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
65	12" WATTLES - EROSION CHECKS	LF	600	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
66	CONTINGENCY ALLOWANCE	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
	TOTAL BASE BID			$	2,325,776.00	$	2,717,580.00	$	[illegible]
ADDITIVE ALTERNATE NO 1									
1	CLEARING AND GRUBBING	LS	1	$ 40,000.00	$ 40,000.00	$ 27,500.00	$ 27,500.00	$ [illegible]	$ [illegible]
2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$ 10,000.00	$ 10,000.00	$ 13,500.00	$ 13,500.00	$ 10,000.00	$ 10,000.00
3	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00	$ 16,001.00	$ 16,001.00
4	COMMON EXCAVATION (F.M.)	CY	100	$ 30.00	$ 3,000.00	$ [illegible]	$ [illegible]	$ 35.00	$ 3,500.00
5	UNDERCUT EXCAVATION (F.M.)	CY	50	$ 30.00	$ 1,500.00	$ 30.00	$ 1,500.00	$ 25.00	$ 1,250.00
6	BORROW EXCAVATION (F.M.)	CY	50	$ 50.00	$ 2,500.00	$ 40.00	$ 2,000.00	$ 40.00	$ 2,000.00
7	WASHED GRAVEL (F.M.)	CY	60	$ 80.00	$ 4,800.00	$ 70.00	$ 4,200.00	$ [illegible]	$ [illegible]
8	CONCRETE PAVED DITCH WITH WIRE MESH (REPAIR AREAS)	SY	300	$ 300.00	$ 90,000.00	$ 160.00	$ 48,000.00	$ 160.00	$ 48,000.00
9	FERTILIZER	TN	0.10	$ 2,000.00	$ 200.00	$ 350.00	$ 35.00	$ 3,000.00	$ 300.00
10	SEEDING	AC	0.25	$ 2,000.00	$ 500.00	$ 2,000.00	$ 500.00	$ 4,000.00	$ 1,000.00
11	SOLID SOD (ALL TYPES)	SY	600	$ 10.00	$ 6,000.00	$ [illegible]	$ 4,500.00	$ 7.00	$ [illegible]
12	TEMPORARY SILT FENCE	LF	[illegible]	$ 4.00	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
13	12" WATTLES - EROSION CHECKS	LF	100	$ 12.00	$ 1,200.00	$ 10.00	$ 1,000.00	$ 31.20	$ 3,120.00
	TOTAL ADDITIVE ALTERNATE NO 1			$	170,576.00	$	[illegible]	$	135,331.00
ADDITIVE ALTERNATE NO 2									
1	CLEARING AND GRUBBING	LS	1	$ 30,000.00	$ 30,000.00	$ 18,000.00	$ 18,000.00	37,500.00	$ [illegible]
2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	15,000.00	$ 15,000.00
3	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00	15,001.00	$ 15,001.00
4	COMMON EXCAVATION (F.M.)	CY	85	$ 20.00	$ 1,700.00	$ 25.00	$ 2,125.00	25.00	$ 2,125.00
5	UNDERCUT EXCAVATION (F.M.)	CY	50	$ 28.00	$ 1,400.00	$ 28.00	$ 1,400.00	25.00	$ 1,250.00
6	BORROW EXCAVATION (F.M.)	CY	50	$ 50.00	$ 2,500.00	$ 40.00	$ 2,000.00	40.00	$ 2,000.00
7	WASHED GRAVEL (F.M.)	CY	50	$ 80.00	$ 4,000.00	$ 70.00	$ 3,500.00	60.00	$ 3,000.00
8	CONCRETE PAVED DITCH WITH WIRE MESH (REPAIR AREAS)	SY	275	$ 300.00	$ 82,500.00	$ 150.00	$ 41,250.00	150.00	$ 41,250.00
9	FERTILIZER	TN	0.10	$ 2,500.00	$ 250.00	$ 350.00	$ 35.00	3,000.00	$ 300.00
10	SEEDING	AC	0.25	$ 2,500.00	$ 625.00	$ 2,500.00	$ 625.00	4,000.00	$ 1,000.00
11	SOLID SOD (ALL TYPES)	SY	1,200	$ 10.00	$ 12,000.00	$ 9.00	$ 10,800.00	7.00	$ 8,400.00
12	TEMPORARY SILT FENCE	LF	250	$ 4.50	$ 1,125.00	$ 3.00	$ 750.00	8.00	$ 2,000.00
13	12" WATTLES - EROSION CHECKS	LF	100	$ 12.00	$ 1,200.00	$ 10.00	$ 1,000.00	31.20	$ 3,120.00
	TOTAL ADDITIVE ALTERNATE NO 2			$	167,300.00	$	96,485.00	$	[illegible]
	TOTAL BID - BASE PLUS ADDITIVE ALTERNATE 1 AND 2			$	2,571,795.00	$	3,022,945.00	$	3,282,283.00

Engineer's Estimate: $2,500,000

CERTIFICATION: I hereby certify that this is a true and correct copy of all bids received on June 2, 2020 at 3:30pm for City of Jackson Belhaven Creek Drainage Improvements, City Project 1527014-701.

Michael A. Brownlee

Michael A. Brownlee, P.E.

MICHAEL A. BROWNLEE STATE OF MISSISSIPPI

SOUTHERN CONSULTANTS, INC. [illegible]

EBO Determination

Belhaven Creek Drainage Improvement
Bid No. 15B5014-701

Bidder: Hemphill Construction
Status: COMPLIANT

MBE	Total Utilization
FBE	*4.96 %*
AABE	*13.17 %*
NABE	*0.00 %*
HBE	**0.03 %*
ABE	*0.00 %*

Bidder: ERS
Status: COMPLIANT

MBE	Total Utilization
FBE	**1.70 %*
AABE	*15.30 %*
NABE	*0.00 %*
HBE	**0.00 %*
ABE	*0.00 %*

Bidder: Copeland & Johns
Status: COMPLIANT

MBE	Total Utilization
FBE	*5.40 %*
AABE	*13.54 %*
NABE	*0.00 %*
HBE	**0.067 %*
ABE	*0.00 %*

*Waiver request

ORDER RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL (WARD 4)

WHEREAS, the TV Road Well pump failed stopping all flow of water into the distribution system; and

WHEREAS, residents who are served by the TV Road Well were without water due to the failed pump; and

WHEREAS, a quote for the repairs in an amount of $13,800.00 was received from Griner Drilling Service, Inc; and

WHEREAS, the original quote received from Griner Drilling Service, Inc. was only to lower the well depth; and

WHEREAS, further investigation at the TV Road Well discovered that the pump failed requiring additional work above the original $13,800.00 quote submitted by Griner Drilling Service, Inc; and

WHEREAS, the revised quote received from Griner Drilling Service, Inc. to lower the well depth and repair the well pump totaled $74,600.00; and

WHEREAS, Griner Drilling Service, Inc. has completed the repairs, and the TV Road Well is back in-service supplying water into the distribution system; and

WHEREAS, Griner Drilling Service, Inc. final payment is as quoted in the amount of $74,600.00; and

WHEREAS, Department of Public Works recommend final payment in the amount of $74,600.00 to Griner Drilling Service, Inc. for the TV Road Well pump repairs.

IT IS, THEREFORE, ORDERED that Griner Drilling Service, Inc. for emergency repairs to the TV Road Well, and payment in the amount of $74,600.00 is ratified.

Agenda Item No. 57
October 13, 2020

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 6, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL (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**	TV Road
4.	**Benefits**	Water Infrastructure
5.	**Schedule (beginning date)**	Completed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	This project is in Ward 4
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	This project was implemented by the Department of Public Works
8.	**COST**	Cost: $74,600.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	52130 6419 FY 20 Budget
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer

Agenda Item: TV Road Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, October 13, 2020 CW 10/6/2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Well Water Infrastructure Repair
Cost: $74,600.00
Project/Contract Type: TV Water Repair
Funding Source: Fund 31
Schedule/Time: Completed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting approval for emergency procurement services with Griner Drilling Service for the TV Road Well pump repair. The TV Road Well pump failed, and emergency procurement services were needed to make the repair. Griner Drilling Service, Inc. provided a quote in the amount of $74,600.00 to make the repairs. The repairs are complete, and the TV Road Well is back in service. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

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 RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL (WARD 4)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, Legal Counsel

10/6/20
DATE

Griner Drilling Service, Inc.
126 Interstate Drive
Richland, Mississippi 39218

Invoice

Date	Invoice #
7/31/2020	5181478

Bill To
City of Jackson P.O. Box 17 Jackson, MS 39205-0017 United States

Remit to Address:
P.O. Drawer 825 Columbia, Ms 39429

Net 30 Days	Job. No	Ship	Customer No.
NET 30 Days	20RMS4126		52200

Description	Quantity	Rate	Amount
Emergency repairs to TV Road well pump, Including: New 750 GPM pump bowl Column assembly to lower pump setting 80 feet deeper Replaed all damaged bearings and shafts Pumped off and tested Overtime labor for all labor over 8 hours on Monday-Wednesday total 60 hours labor		74,600.00	74,600.00
Sales Tax		0.00%	0.00

Accounts over 30 days will bear 1 1/2% interest (18% per annum)	**Total**	$74,600.00

THANK YOU FOR YOUR BUSINESS!!!

GRINER DRILLING SERVICE INC.

- Industrial, Municipal, and Irrigation Water Wells
- Pumps, Gears, Motors
- Maintenance and Machine Shops

126 Interstate Drive • Richland, MS 39218 • Phone (601) 932-4511 • Fax (601) 932-4751

August 27, 2020

City of Jackson
Mr. James Perry
2302 Laurel Street
Jackson, MS 39202

RE: TV Road Failure

Mr. Perry:

When we were first called concerning the pump at TV Road, our initial diagnosis was that the pump was breaking suction and needed to be lowered. I then provided a proposal to lower the pump 80 feet deeper into the well for $13,800. We rushed the delivery of 80 feet of column assembly and lowered the pump on Saturday, July 18th. After lowering the pump, we started the pump and it was still unable to produce water. Therefore, we knew there was another problem which could only be addressed by pulling the pump out of the well. Because of this, the scope of work changed from a simple lowering job to a much more involved pump repair & replacement. Since the system was out of water, it was deemed an emergency and we were asked to expedite the repair as quickly as possible.

On Monday, July 20th we pulled the pump from the well and found a completely destroyed pump bowl. During this process, we were told by City of Jackson personnel that the pump had been vibrating for a couple of months. This is consistent with the type of damage we found. It is not unusual for a pump to break suction. We commonly receive calls from systems with this problem. The act of breaking suction will not cause this type of damage to the pump unless it is allowed to continue operating under that condition. If a pump is allowed to continue operating while breaking suction, the cavitation will cause severe vibration and it will ultimately cause catastrophic damage to the pump.

Between Monday, July 20th and Wednesday, July 22nd we worked continuously with multiple crews to restore the water. Our suppliers also stopped all other orders so they could focus on this project. The pump was put back online around 8:30 PM on Wednesday, July 22nd. The following work was performed:

- Replaced the pump bowl with a new ±800 GPM pump.
- Replaced the shaft bearings and shafts damaged by the severe vibration
- Lowered the pump 80 feet deeper into the well, for a total pump setting of 500 feet.
- Over-time labor and rush delivery of all materials.
- Over-time labor to fabricate the necessary pump components and assemble the pump. The pump fabrication was completed at 1:00 AM on Wednesday, July 22nd at which time a pump crew was dispatched to begin installation.

We believe the ultimate cause of failure was allowing the pump to continue operation while breaking suction. Any mechanical system can, and will, have maintenance issues that must be addressed. In our opinion, the other well pumps need to be upgraded, or an additional well drilled, in order to provide the City of Jackson with the ability to turn off a pump if/when a problem arises. Being able to turn a pump off at the first sign of a problem has the potential to save a lot of money and avoid failures like this TV Road failure. However, without an adequate supply, the pumps cannot be turned off when a problem is noticed. This leads to the type of pump failures you had at TV Road.

Thank you,

Robert Morris
Griner Drilling Service

ORDER RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC. FOR EMERGENCY REPAIRS TO THE SIWELL ROAD WELL (WARD 4)

WHEREAS, the Siwell Road Well pump failed stopping all flow of water into the distribution system; and

WHEREAS, residents who are served by the Siwell Road Well were without water due to the failed pump; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a quote was obtained from Griner Drilling, Inc. to repair the failed pump and other pertinences associated with the repair in an amount of $70,675.00; and

WHEREAS, Griner Drilling Service, Inc. has completed the repairs, and the Siwell Road Well is back in-service supplying water into the distribution system; and

WHEREAS, Griner Drilling Service, Inc. final payment is as quoted in the amount of $70, 675.00; and

WHEREAS, Department of Public Works recommend final payment in the amount of $70,675.00 to Griner Drilling Service, Inc. for the Siwell Road Well pump repairs.

IT IS, THEREFORE, ORDERED that Griner Drilling Service, Inc. for emergency repairs to the Siwell Road Well, and payment in the amount of $70,675.00 is ratified.

Agenda Item No. 58
October 13, 2020

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
October 6, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC. FOR EMERGENCY REPAIRS TO THE SIWELL ROAD WELL (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**	Residents on the Siwell Road Well
4.	**Benefits**	Water Infrastructure
5.	**Schedule (beginning date)**	Completed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	This project is located in Ward 64
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	This project was implemented by the Department of Public Works
8.	**COST**	Cost: $70,675.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	52130 6419 FY20 Budget
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer

Agenda Item: Siwell Road Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, October 13, 2020 CW 10/6/2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Well Water Infrastructure Repair
Cost: $70,675.00
Project/Contract Type: Siwell Water Repair
Funding Source: Fund 31
Schedule/Time: Completed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting approval for emergency procurement services with Griner Drilling Service for the Siwell Road Well pump repair. The Siwell Road Well pump failed, and emergency procurement services were needed to make the repair. Griner Drilling Service, Inc. provided a quote in the amount of $70, 675.00 to make the repairs. The repairs are complete, and the Siwell Road Well is back in service. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT SERVICES WITH GRINER DRILLING SERVICE, INC. FOR EMERGENCY REPAIRS TO THE SIWELL ROAD WELL (WARD 4)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, Legal Counsel

10/6/20
DATE

M E M O R A N D U M

Department of Public Works
(601) 960-2090

TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
Terence Byrd, Water Plant Operations Supervisor
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: July 14, 2020

RE: Siwell Road Well Pump Repair Emergency

The City of Jackson Department of Public Works Siwell Road Well pump has failed causing severe strain on the well system to provide water to citizens in South Jackson. The results of the failed pump has caused low water pressure for those residents and businesses on the well system. The Department of Public Works is requesting an Emergency Declaration to repair the Siwell Road Well Pump. The Department of Public plans to use funding from funds in 031-5213-6419 and 031-52130-6464.

The City does not have the personnel or equipment to replace the well pump main in a timely manner to minimize the impact loss of water pressure creating a welfare and safety issue for those on the well system. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair a contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE

I. REQUEST

The City of Jackson Department of Public Works Siwell Road Well Pump has failed causing severe strain on the well system to provide water to citizens in South Jackson. The results of the failed pump has caused low water pressure for those residents and businesses on the well system. The Department of Public Works is requesting an Emergency Declaration to repair the Siwell Road Well Pump. The City is in need of emergency assistance from a private contractor to help repair the Siwell Road Well Pump.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31–7–1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain a contractor to repair the Siwell Road Well Pump, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

Charles Williams Jr., PE, PhD — 7/14/2020 DATE
City Engineer

II. REVIEWED AND APPROVED

LaaWanda Horton — 7/15/2020 DATE
Director of Administration

Timothy Howard — 7/20/20 DATE
City Attorney

Robert Blaine, PhD — 7/20/20 DATE
Chief Administrative Officer

III. DECLARATION OF EMERGENCY

I hereby determine that the Siwell Road Well Pump constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the Siwell Road Well Pump, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

CHOKWE ANTAR LUMUMBA for
Mayor

7/20/2020
DATE

- Industrial, Municipal, and Irrigation Water Wells
- Pumps, Gears, Motors
- Maintenance and Machine Shops

126 Interstate Drive • Richland, MS 39218 • Phone (601) 932-4511 • Fax (601) 932-4751

JULY 7, 2020 (REVISED)

City of Jackson
Mr. James Perry
jperry@city.jackson.ms.us

RE: Siwell Road Pump Repair

Mr. James:

We've completed the inspection of the pump from the Siwell Road @ Hillcrest water well. As we began pulling the pump, we found it to be separated down hole. The normal way of removing a pump was not possible due to the 10-inch column pipe being separated. This report details our findings and recommendations concerning the needed repairs.

10-inch Column Pipe:

There were two separations of the 10-inch pipe. The first was directly beneath the discharge head. The 10-inch column pipe had pulled loose or unscrewed from the threaded discharge head. Because of this, the entire weight of the pump was hanging from the oil tubing and shafts. The second separation was at approximately 240 feet below the discharge head. Again, the threads had simply pulled loose, or unscrewed from the coupling. We believe these connections were likely not tightened properly the last time they were installed. Then, as the pump bowl failed, these loose connections unscrewed and separated due to the severe vibration. Because the pipe was separated, we had to cut some sections of pipe from the well. We could not unscrew them in the normal way, or the entire pump assembly would fall into the well, potentially causing major damage to the well. Once we reached the separated pipe at 240 feet, we were able to unscrew the pipe normally.

Pump Bowl:

The pump bowl was destroyed from severe vibration, most likely caused by a bent pump bowl shaft. We I have attached pictures from some of the pump, but the pictures do not show the full extent of damage. In fact, the vibration was so severe that the pump actually broke in two, and the suction pipe and ½ of an intermediate had fallen down hole. There is no option but to replace the pump bowl.

As for the suction pipe and other half of the pump intermediate that fell into the well, it most likely is not causing a problem. These materials shouldn't block flow into the well, and they were too large to fall into the screen. There is a very good chance this material will sit on top of the lap pipe and not cause any issues. This material can likely be removed from the well, but it would cost $5,000 - $10,000 for tooling and labor to do so.

Oil Tubing and Shafts:

All of the oil tubing and shafts must be replaced. Every shaft and bearing was worn out of tolerance by the vibration, and the oil tubing is bent and damaged due to the pump separation. This material must also be replaced.

Summary:

In summary, we believe there were two major causes of this pump failure. First, the pump bowl destroyed itself, probably due to a bent shaft. As this was taking place it created severe vibration causing the loose connections on the 10-inch column pipe to unscrew and/or pull loose. This allowed catastrophic damage to occur to a large portion of the pump material.

Because of the amount of damage, this has become quite an expensive repair. The following items must be replaced:

- 260 feet of 10-inch column pipe
- All oil tubing and shafts
- New 1000 GPM pump bowl
- New suction pipe and strainer
- All miscellaneous items, such as airline, tension bearing, oil, etc.
- Labor necessary to complete the repairs and reinstall the pump
- Assistance pumping the well to obtain clear bacteria samples
- Flow step test on completed pump repair

The total cost of this pump repair will be $70,675. We understand this is a very expensive repair. If there are any questions, please do not hesitate to call. I'll be glad to come explain everything we found. Also, you are welcome to come to our shop and see the damaged pump, if needed.

Thanks,

Robert Morris
Griner Drilling Service

OFFICE OF THE CITY ATTORNEY
2020

ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO MISSISSIPPI DEPARTMENT OF TRANSPORTATION PERFORMANCE BONDS REQUIRED FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT

WHEREAS, the Department of Public Works is preparing to advertise the Eubanks Creek Interceptor Rehabilitation Project for bids; and

WHEREAS, the project crosses under both I-55 and Lakeland Drive/Highway 25; and

WHEREAS, the Mississippi Department of Transportation is responsible for maintenance of these two roadways where the project crosses under them; and

WHEREAS, the Mississippi Department of Transportation requires the issuance of a right-of-way crossing permit, which is accompanied by a performance bond in the amount of $500,000 for each crossing within the project; and

WHEREAS, the City must execute each of the two performance bonds; and

WHEREAS, the two required performance bonds are being obtained from Fisher Brown Bottrell Insurance, Inc. at a cost of $12,250.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute two performance bonds required by the Mississippi Department of Transportation and necessary for the construction of the Eubanks Creek Interceptor Rehabilitation Project.

IT IS FURTHER ORDERED that payment in the amount of $12,250.00 to Fisher Brown Bottrell Insurance, Inc. for providing the two performance bonds is authorized.

Agenda Item No. 59
October 13, 2020

By: WILLIAMS, LUMUMBA

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO MISSISSIPPI DEPARTMENT OF TRANSPORTATION PERFORMANCE BONDS REQUIRED FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

5/23/20
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 17, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO MISSISSIPPI DEPARTMENT OF TRANSPORTATION PERFORMANCE BONDS REQUIRED FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement Infrastructure and Transportation
3.	**Who will be affected**	Construction of the Eubanks Creek Project will benefit citizens in the Eubanks Creek basin
4.	**Benefits**	Allows for the construction of the Eubanks Creek Interceptor Project
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Public Works Department, Engineering Division
8.	**COST**	**$12,250.00**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	[redacted] Acc't# 372.52.90.8628
10.	**EBO participation**	ABE ____% WAIVER yes __ no ___ N/A ____ AABE ____% WAIVER yes __ no ___ N/A ____ WBE ____% WAIVER yes __ no ___ N/A ____ HBE ____% WAIVER yes __ no ___ N/A ____ NABE ____% WAIVER yes __ no ___ N/A ____

Revised 2-04

City of Jackson
Department of Public Works

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, Jr., P.E., Ph.D., Interim Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO MISSISSIPPI DEPARTMENT OF TRANSPORTATION PERFORMANCE BONDS REQUIRED FOR THE EUBANKS CREEK INTERCEPTOR REHABILITATION PROJECT**
Council Meeting:	Regular Council Meeting, September 29, 2020
Purpose:	To Execute to MDOT Performance Bonds needed for the Eubanks Creek Interceptor Rehabilitation Project and pay the insurance company for them
Cost:	$12,500.00
Funding Source:	Water-Sewer Enterprise Fund—Eubanks Creek Interceptor Rehabilitation Project, Project Account

Background:

The Engineering Division is preparing to advertise the Eubanks Creek Interceptor Rehabilitation Project for bids next month. The project crosses two roadways for which MDOT owns and is responsible for the maintenance of the rights-of-way. MDOT requires a permit and performance bond for work performed in its rights-of-way. Because the project will involve working beneath the rights-of-way of I-55 and Lakeland Drive/Highway 25, the required amount of each bond is $500,000. The performance bonds are being obtained from Fisher Brown Bottrell Insurance, Inc. at a total cost of $12,500.00.

Please let me know if you need any additional information or have any questions.

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE WESTBANK SEWER INTERCEPTOR DAMAGE ASSESSMENT FROM THE FEBRUARY 2020 FLOODING EVENT (CITYWIDE)

WHEREAS, the City of Jackson experienced significant flooding for the Pearl River in February 2020; and

WHEREAS, the City believes certain areas along the Westbank Sewer Interceptor were damaged from the flooding event by being inundated from the Pearl River; and

WHEREAS, the City of Jackson applied to FEMA/MEMA for disaster funds to repair the flood damages incurred; and

WHEREAS, the City must assess all damages to the Westbank Sewer Interceptor and provide this documentation to FEMA/MEMA; and

WHEREAS, Southern Consultants, Inc. has provided a scope of services to assist the City of Jackson with performing a damage assessment report on the Westbank Sewer Interceptor at a cost not to exceed $42,575.00; and

WHEREAS, the Department of Public Works recommends entering into an Engineering Services agreement with Southern Consultants, Inc. to provide a damage assessment for the Westbank Sewer Interceptor at a cost not to exceed $42,575.00.

IT IS, THEREFORE, ORDERED that an engineering services agreement with Southern Consultant, Inc. in an amount not to exceed $42,575.00 is accepted.

ITEM # Agenda Item No. 60

DATE: October 13, 2020

BY: **WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
September 21, 2020

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE WESTBANK SEWER INTERCEPTOR DAMAGE ASSESSMENT FROM THE FEBRUARY 2020 FLOODING EVENT (CITYWIDE)**
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**	Citizens of Jackson, MS
4.	**Benefits**	Sewer Infrastructure Improvements
5.	**Schedule (beginning date)**	October 2020
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Depart[redacted]nt** ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	$42,575.00
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** [redacted]	Fund 370
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Interim Director
Public Works Department

Date: September 21, 2020

Attached you will find an agenda item to approve a professional engineering agreement with Southern Consultants, Inc., for performing a damage assessment on the Westbank Sewer Interceptor due the February 2020 flooding event.

Background:

Attached you will find an item for the City Council Agenda requesting authority to enter into a professional engineering service agreement with Southern Consultants, Inc. for performing a damage assessment on the Westbank Sewer Interceptor due the February 2020 flooding event.

It is the recommendation of this office that a professional engineering services agreement with Southern Consultant, Inc.is approved at a cost not to exceed $42,575.00. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

455 East Capitol Street
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Jackson, Mississippi 39207-2779
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OFFICE OF THE CITY ATTORNEY
OCT 5 2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE WESTBANK SEWER INTERCEPTOR DAMAGE ASSESSMENT FROM THE FEBRUARY 2020 FLOODING EVENT (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

10/5/20
DATE

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF JACKSON, MISSISSIPPI

AND

SOUTHERN CONSULTANTS, INCORPORATED

FOR

WEST BANK SEWER INTERCEPTOR

(MEADOWBROOK RD TO MULE JAIL ROAD)

FACILITIES ASSESSMENT

THIS AGREEMENT, made this _____ day of _____, **2020**, by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter called OWNER, and **SOUTHERN CONSULTANTS, INC.** "A Woman's Business Enterprise" having its principal place of business at 5740 County Cork Road, Jackson, Mississippi and mailing address of 5740 County Cork Road, Jackson, Mississippi 39206, hereinafter called the ENGINEER.

WHEREAS, The City of Jackson experienced significant flooding from the Pearl River in February 2020; and

WHEREAS, This flooding severely impacted the West Bank Sewer Interceptor that traverses the Pearl River floodplain, including inundating the pipe and manholes, causing significant damage(s); and

WHEREAS, the City of Jackson applied to FEMA/MEMA for disaster funds to repair the flood damages incurred; and

WHEREAS, The City must assess any and all damages to the West Bank Sewer Interceptor and provide this documentation to FEMA/MEMA; and

WHEREAS, the City has decided to retain Southern Consultants, Inc. to provide professional engineering services related to this assessment; and

WHEREAS, Southern Consultants, Inc. is willing to render such professional services in accordance with the Scope of Work identified below and upon the terms hereinafter stated; and

NOW THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SCOPE OF SERVICES

The professional services to be performed under this agreement shall include:

1. Field investigation of 53± manholes on the West Bank Sewer Interceptor between Meadowbrook Road and Mule Jail Road.
2. Investigation to include exterior photographs documenting manhole condition, damages, etc. Interior photographs will be taken where access is available.
3. Southern Consultants, Inc. will utilize the field information to prepare an assessment report that the City can furnish to FEMA/MEMA for review.
4. Southern Consultants, Inc. and sub-consultant will meet with City and FEMA/MEMA personnel to discuss the findings.

Subsequent professional services, including pipe evaluation, assessment and related items, will be performed under a Contract Amendment to this agreement.

COMPENSATION

The City of Jackson will compensate the Engineer as follows:

Project Engineer (JSS)	80 Hrs	@ $175.00	= $14,000.00
Sr. Civil Engineer (MAB)	65 Hrs	@ $160.00	= $10,400.00
CADD Tech (MWH)	35 Hrs	@ $85.00	= $ 2,975.00
Field Technician (AJ)	40 Hrs	@ $80.00	= $ 3,200.00
Sub-Consultant (KAT)	80 Hrs	@ $150.00	= $12,000.00
TOTAL COSTS			**$42,575.00**

ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first written below.

Approved this the ___day of _____, 2020.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA
MAYOR

ATTEST:

CITY CLERK

SOUTHERN CONSULTANTS, INC.

SUSAN H. LUNARDINI
PRESIDENT

ATTEST:

JAMES S. STEWART, P.E., VICE PRESIDENT

OFFICE OF THE CITY ATTORNEY
10/6/2020

ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2020 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS AND AUTHORIZING PAYMENT FOR LEGAL SERVICES TO SUSAN RICHARDSON AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR SAME FOR REPRESENTATION DURING FISCAL YEAR 2021 (CITYWIDE)

WHEREAS, the City entered into a Consent Decree pursuant to the Clean Water Act in United State of America, et al. vs. The City of Jackson, Mississippi, Case No. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. Miss. On March 1, 2013; and

WHEREAS, the City has retained Susan Richardson, Esq. of the law firm of Kilpatrick Townsend & Stockton, LLP to represent the City in the above matter, particularly with respect to providing assistance, and legal advice and counsel in negotiating a modification of the Consent Decree and matters relating thereto; and

WHEREAS, the City Council authorized payments to Ms. Richardson and the law firm for representation during Fiscal Year 2020 in an amount not to exceed $120,000, which was estimated based on previous expenses for representing the City in this matter; and

WHEREAS, due to the resignation of the Director of Public Works, the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality requesting that the parties conduct weekly telephone conferences, and the U.S.E.P.A. and MDEQ requesting that the City develop amendments to and an implementation plan for the Sewer Overflow Response Plan, the estimated hours required for representation during the last third of the fiscal year were exceeded; and

WHEREAS, additional fees in the amount of $33,151.84 have been incurred in Fiscal Year 2020 providing representation to the City for the above reasons; and

WHEREAS, the City continues to require additional representation in the matter, specifically, assistance, and legal advice and counsel in negotiating a modification of the Consent Decree and matters relating thereto because the modification negotiations are ongoing; and

WHEREAS, due to the continuing request from the U.S.E.P.A. and MDEQ to meet weekly and in anticipation that during January through March there will be significant negotiations on modified injunctive relief, the estimated fees, for fiscal management purposes, for the period from October 2020 through the end of March 2021 are $106,000.00; and

WHEREAS, the Department of Public Works recommends the authorization of the additional fees for Fiscal Year 2020 and the additional fees and expenses for the first six months of Fiscal Year 2021.

Agenda Item No. 61
October 13, 2020

BY: WILLIAMS, LUMUMBA

IT IS, THEREFORE, ORDERED that additional payment for fees of representing the City during Fiscal Year 2020 in the amount of $33,151.84 is authorized.

IT IS FURTHER ORDERED that payments made to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for representation of the City in Clean Water Act Consent Decree modification negotiations and for other related services shall not exceed $106,000.00 during Fiscal Year 2021 without further approval by the City Council.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 6, 2020

DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2020 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS AND AUTHORIZING PAYMENT FOR LEGAL SERVICES TO SUSAN RICHARDSON AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR SAME FOR REPRESENTATION DURING FISCAL YEAR 2021 (CITYWIDE)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 Infrastructure and Transportation
3.	**Who will be affected**	City and its Water/Sewer customers
4.	**Benefits**	Provide continuing legal representation in Consent Decree modification negotiations
5.	**Schedule (beginning date)**	Upon approval
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** ■ ▪ **Consultant** □	Department of Public Works
8.	**COST**	$33,151.84 for fiscal year 2020; not to Exceed $106,000 for fiscal year 2021 w/o further authorization
9.	**Source of Funding** ▪ **General Fund** □ ▪ **Grant** □ ▪ **Bond** □ ▪ **Other** ■	Siemens settlement
10.	**EBO participation**	ABE ____ % WAIVER yes _X__ no ___ N/A _____ AABE _____ % WAIVER yes _X__ no ___ N/A _____ FBE _____ % WAIVER yes _X__ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

City of Jackson
Department of Public Works

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, P.E. Ph.D., Interim Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2020 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS AND AUTHORIZING PAYMENT FOR LEGAL SERVICES TO SUSAN RICHARDSON AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR SAME FOR REPRESENTATION DURING FISCAL YEAR 2021 (CITYWIDE)**
Item #:	
Council Meeting:	Regular Council Meeting, October 13, 2020
Purpose:	To authorize payment for additional fees in 2020 and 2021
Cost:	$33,151.84 for fiscal year 2020; not to exceed $106,000 for fiscal year 2021
Funding Source:	Siemens settlement

Background:

On January 18, 2018, the City Council authorized the Mayor to retain Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP to provide representation to the City of Jackson in negotiating a modification to its Clean Water Act Consent Decree.

For fiscal management purposes, a not-to-exceed amount for expenditures pursuant to this agreement was previously established in the amount of $120,000.00. Due to changed expectations from the U.S.E.P.A. and MDEQ about meeting frequency and the departure of the Director of the Department of Public Works, additional fees in the amount of $33,151.84 have been incurred.

The proposed budget for the first six months of 2021 is $106,000.00. This amount could be less, if the meeting frequency is reduced.

Please let me know if you need any additional information or have any questions.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2020 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS AND AUTHORIZING PAYMENT FOR LEGAL SERVICES TO SUSAN RICHARDSON AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR SAME FOR REPRESENTATION DURING FISCAL YEAR 2021 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, Legal Counsel _____

10/6/20
DATE

OFFICE OF THE CITY ATTORNEY
10/7/20

ORDER AUTHRORIZZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, HOLMES COUNTY, MISSISSIPPI, AND THE HOLMES COUNTY SHERIFF'S DEPARTMENT FOR THE TEMPORARY HOUSING OF JACKSON POLICE EPARTMENT ARRESTEES.

WHEREAS, on or about September 22, 1994, the Jackson City Jail was consolidated with the Hinds County Detention Center by virtue of an Amended Interlocal Cooperation Agreement between the City of Jackson, Mississippi ("City") and Hinds County, Mississippi; and

WHEREAS, the Hinds County Detention Center remains the subject of a Federal consent decree due, in part, to chronic overcrowding. Consequently, said detention center has been unable to house the vast majority of the Jackson Police Department ("JPD") arrestees, in particular persons charged with misdemeanors; and

WHEREAS, the afore-mentioned circumstances at the Hinds County Detention Center has forced the City to seek supplemental jail space to house JPD arrestees; and

WHEREAS, Holmes County, Mississippi and the Holmes County Sheriff's Office are agreeable to providing the City with additional jail space, approximately 12 beds, at the Holmes-Humphreys County/Regional Correctional Facility in Lexington, Mississippi to house JPD arrestees; and

WHEREAS, under the proposed agreement, the City would pay $31.00 per occupied bed per day. Said cost would include all supplies and equipment, health screening, blankets, water, food and clothing, which shall be provided to the arrestee(s); and

WHEREAS, said cost would also include routine medical services, but not major medical services (ex., medical services unavailable at the facility, services requiring hospitalization, surgery, etc.); and

WHEREAS, the term of the agreement would be one-year period from the date of execution by all the parties; and

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with Holmes County, Mississippi, and Holmes County Sheriff's Office to provide the City with supplemental jail space (i.e., approximately 12 beds) at a rate of $31.00 per occupied bed per day, and under the other terms and conditions described herein.

IT IS FURTHER ORDERED that the parties may include such other cost neutral terms as Mississippi law requires, or may be necessary to achieve the purpose(s) of this order.

Agenda Item No. 62
October 13, 2020
(Howard, Lumumba)

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
10/7/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHRORIZZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, HOLMES COUNTY, MISSISSIPPI, AND THE HOLMES COUNTY SHERIFF'S DEPARTMENT FOR THE TEMPORARY HOUSING OF JACKSON POLICE EPARTMENT ARRESTEES** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

10/7/20
Date

OFFICE OF THE CITY CLERK

ORDER AUTHRORIZZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, YAZOO COUNTY, MISSISSIPPI, AND THE YAZOO COUNTY SHERIFF'S DEPARTMENT FOR THE TEMPORARY HOUSING OF JACKSON POLICE EPARTMENT ARRESTEES.

WHEREAS, on or about September 22, 1994, the Jackson City Jail was consolidated with the Hinds County Detention Center by virtue of an Amended Interlocal Cooperation Agreement between the City of Jackson, Mississippi ("City") and Hinds County, Mississippi; and

WHEREAS, the Hinds County Detention Center remains the subject of a Federal consent decree due, in part, to chronic overcrowding. Consequently, said detention center has been unable to house the vast majority of the Jackson Police Department ("JPD"' arrestees, in particular persons charged with misdemeanors; and

WHEREAS, the afore-mentioned circumstances at the Hinds County Detention Center has forced the City to seek supplemental jail space to house JPD arrestees; and

WHEREAS, Yazoo County, Mississippi and the Yazoo County Sheriff's Office are agreeable to providing the City with additional jail space, approximately 25 beds, at the Yazoo County Regional Correctional Facility in Yazoo City, Mississippi to house JPD arrestees; and

WHEREAS, under the proposed agreement, the City would pay $25.00 per occupied bed per day. Said cost would include all supplies and equipment, health screening, blankets, water, food and clothing, which shall be provided to the arrestee(s); and

WHEREAS, said cost would also include routine medical services, but not major medical services (ex., medical services unavailable at the facility, services requiring hospitalization, surgery, etc.); and

WHEREAS, the term of the agreement would be one-year period from the date of execution by all the parties; and

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with Yazoo County, Mississippi, and Yazoo County Sheriff's Office to provide the City with supplemental jail space (i.e., approximately 25 beds) at a rate of $25.00 per occupied bed per day, and under the other terms and conditions described herein.

IT IS FURTHER ORDERED that the parties may include such other cost neutral terms as Mississippi law requires, or may be necessary to achieve the purpose(s) of this order.

Agenda Item No. 63
October 13, 2020
(Howard, Lumumba)

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
10/7/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHRORIZZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, YAZOO COUNTY, MISSISSIPPI, AND THE YAZOO COUNTY SHERIFF'S DEPARTMENT FOR THE TEMPORARY HOUSING OF JACKSON POLICE EPARTMENT ARRESTEES** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

10/7/20
Date

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "MOUNTAIN LAUREL ASSURANCE COMPANY VS. THE CITY OF JACKSON, ET AL." IN THE COUNTY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Civil Action No.: 18-981.

WHEREAS, on or about December 8, 2016, a vehicle driven by then City employee Marshand Crisler was involved in an accident inside the City of Jackson, Mississippi. The vehicle operated by Mr. Crisler "rear-ended" a vehicle that was insured by Mountain Laurel Assurance Company; and

WHEREAS, Mountain Laurel Assurance Company filed a subrogation action against the City alleging that it paid out in excess of Nine Thousand Dollars ($9000.00) on behalf of its insured as a result of said collision; and

WHEREAS, the Office of the City Attorney has negotiated a settlement with said Mountain Laurel Assurance Company for the amount of Seven Thousand Five Hundred and no/100 Dollars ($7,500.00) as full and complete settlement of the matter.

IT IS THEREFORE ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum of $7,500.00 to Mountain Laurel Assurance Company and its attorneys Wells Young Williams, P.A. in return for a complete release of the City from any and all liability.

(HOWARD, LUMUMBA)

Agenda Item No. 64
October 13, 2020
(Howard, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **DATE: 10/07/20**

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "MOUNTAIN LAUREL ASSURANCE COMPANY VS. THE CITY OF JACKSON, ET AL." IN THE COUNTY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Civil Action No.: 18-981.**
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 Council approval
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** **City Department ____** **Consultant_____**	Office of the City Attorney
8.	**COST**	$7,500.00
9.	**Source of Funding** **General fund** ☒ **Grant** ☐ **Bond** ☐ **Other** ☐	018.518.20-6722

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

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OFFICE OF THE CITY ATTORNEY
10/1/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "MOUNTAIN LAUREL ASSURANCE COMPANY VS. THE CITY OF JACKSON, ET AL." IN THE COUNTY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Civil Action No.: 18-981** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*

10/7/20
Date

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DECLARING A CRISIS OF VIOLENT CRIME AND A CALL FOR ACTION TO ADDRESS THE VIOLENCE.

WHEREAS, the City of Jackson is experiencing an unprecedented crisis of homicides and other violent crimes that is overwhelming Jackson Police Department; and

WHEREAS, it was reported by the Jackson Police Department as of September 27, 2020 that the rate of armed robberies against Individual Constituents has increased 15%; and

WHEREAS, it was reported by the Jackson Police Department as of September 27, 2020 that the rate of rape/sexual assaults against Individual Constituents has increased 41%; and

WHEREAS, it was reported by the Jackson Police Department as of September 27, 2020 that the rate of homicides has increased by 44%; and

WHEREAS, it was reported by the Jackson Police Department as of September 27, 2020 that the rate of aggravated assaults against Individual Constituents has increased 57%; and

WHEREAS, it was reported by the Jackson Police Department as of September 27, 2020 that the rate of carjackings has increased 217%; and

WHEREAS, the City of Jackson Police Department is currently understaffed by over 100 sworn officers (301 of 402 budgeted); and

WHEREAS, the Jackson Police Department has only 41% of its budgeted Detectives (21 of 50 budgeted) to investigate what is now a 48% increase in violent crimes across the city; and

WHEREAS, violent crime is scary; it scares citizens, it scares businesses and it scares visitors to Jackson.

BE IT HEREBY RESOLVED that the Jackson City Council declares a crisis of violence within the City of Jackson;

BE IT FURTHER RESOLVED that the Jackson City Council calls for unprecedented action to be taken to address the violence by exhausting all available resources from willing local, state, and federal authorities.

Agenda Item No. 65
October 13, 2020

FOOTE
OCTOBER 13, 2020

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE HELP OF DESIGNATED FEDERAL LAW ENFORCEMENT PERSONNEL WITHIN PRESCRIBED AUTHORITY AND WITH THE HELP OF THE HINDS COUNTY SHERIFF DEPARTMENT IN THE FIGHT AGAINST THE ESCALATING CRIME IN THE CITY OF JACKSON

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

WHEREAS, the City of Jackson is in the midst of life-changing and life-threatening crime with unprecedented homicidal activities in an escalating crime wave which has put the general public at risk of hurt, harm and danger- - including, unsolved murders, shootings, killings of children and youth, adults, and criminal activities which are of such a nature as the extreme need for extra help in this time of escalating crime is necessary; and

WHEREAS, the Jackson Police Department being presently understaffed could use the help of federal law enforcement personnel and the Hinds County Sheriff Department; and

WHEREAS, the jurisdiction for the cases developed by this special interaction with the City of Jackson Police Department shall be under the jurisdiction of Hinds County, the Hinds County Criminal Courts, and the Hinds County Sheriff Department.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby supports the help of designated federal law enforcement personnel within prescribed authority and with the help of the Hinds County Sheriff Department in the fight against the escalating crime in the City of Jackson.

SO RESOLVED, this the _____ day of October, 2020.

Agenda Item No. 66
Date: October 13, 2020
BY: STOKES

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE ADJUSTMENT OF THE HOURLY PAY OF THE DESIGNATED OFFICERS OF THE JACKSON POLICE DEPARTMENT

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

WHEREAS, the hourly pay of the designated following officers of the Jackson Police Department shall be adjusted as follows:

Title: Patrol Men and Women	Adjustment	$ 18.00 hourly pay
Corporal		$ 2100 hourly pay
Sergeant		$ 25.00 hourly pay

WHEREAS, the adjustment of the salaries of the above named officers of the Jackson Police Department represent the additional work required of said officers during the present understaffing of the Jackson Police Department and the need for the retention of highly qualified and experienced officers in a time of escalating crime; and

WHEREAS, the funding of the adjustment of the salaries of the subject police officers shall be the Fund Balance of the 2019/2020 Budget of the City of Jackson with the stated adjustments to begin in January, 2021; and, said future hourly payments shall be funded by budget adjustments in the 2021/2022 Budget and beyond.

NOW, THEREFORE, IT IS HEREBY ORDERED, that the Jackson City Council hereby authorizes the adjustment of the hourly pay of the designated officers of the Jackson Police Department.

SO ORDERED, this the _____ day of October, 2020.

Agenda Item No. 67
Date: October 13, 2020
BY: STOKES

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI PROCLAIMING A LOCAL EMERGENCY AND DECLARING THE CITY OF JACKSON, MISSISSIPPI A DISASTER AREA FROM MARCH 16, 2020 AND GOING FORWARD

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-19 outbreak a pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Sec. 5121-5207 (the "Stafford Act"); and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. Sec. 1601, *et seq.,* and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. Sec. 1320b-5), declared that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

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

WHEREAS, on March 16, the Mayor of the City of Jackson, Mississippi, pursuant to Section 45-17-3 of the Mississippi Code of 1972, as amended, executed and declared a civil emergency proclamation in the wake of the Coronavirus pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and the City of Jackson, Mississippi significantly impacts the life and health of the citizens of the City of Jackson, as well as the economy of the City; and

WHEREAS, the risk of the spread of COVID-19 within the City of Jackson, Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within the City of Jackson; and

WHEREAS, Hinds County has the highest number of cases reported for COVID-19 in the State of Mississippi, at 415 as of April 25, 2020; and

WHEREAS, the City of Jackson is situated in Hinds County, Mississippi and may reasonably be presumed to have a substantial number of the cases reported for Hinds County, Mississippi; and

Discussion Item No. 73
October 13, 2020
Jackson City Council

WHEREAS, Section 33-15-17(d) of the Mississippi Code of 1972, as amended, allows for a local emergency as defined in Section 33-15-5 – which expressly includes an epidemic – to be proclaimed by a governing body of a municipality; and

WHEREAS, the Jackson City Council finds that such local emergency exists within the geographical limits of the City of Jackson; and

WHEREAS, the emergency arising out of the public health crisis associated with COVID-19 continues to threaten the public health, safety, and welfare of the citizens of the City of Jackson.

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Section 33-15-17(d) of the Mississippi Code of 1972, as amended, it is hereby resolved and proclaimed that a state of local emergency exists throughout the City of Jackson, Mississippi, and the areas encompassed by the boundaries of the City of Jackson are hereby declared an area of local emergency and disaster beginning March 16, 2020.
2. Said local emergency and emergency disaster area are deemed to continue to exist and the Jackson City Council will review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated by the Jackson City Council.

(JACKSON CITY COUNCIL)