

### SPECIAL MEETING OF THE CITY COUNCIL CITY OF JACKSON, MISSISSIPPI May 26, 2020 AGENDA 10:00 AM

### CALL TO ORDER BY THE PRESIDENT

#### INVOCATION

1. COUNCILMAN AARON BANKS, WARD 6

### PLEDGE OF ALLEGIANCE

### **PUBLIC HEARING**

- 2. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)
- ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)
- 4. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY. (WARD 7) (HILLMAN, LUMUMBA)
- 5. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY. (WARD 7) (HILLMAN, LUMUMBA)
- 6. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE. (WARD 7) (HILLMAN,

LUMUMBA)

7. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)

#### INTRODUCTIONS

**PUBLIC COMMENTS** 

CONSENT AGENDA

### INTRODUCTION OF ORDINANCES

### REGULAR AGENDA

- 8. **CLAIMS (HORTON, LUMUMBA)**
- 9. **PAYROLL (HORTON, LUMUMBA)**
- 10. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEUSTAR INC. FOR THE .US TOP LEVEL DOMAIN. (HORTON, LUMUMBA)
- 11. ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE. (HORTON, LUMUMBA)
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROJECT CHANGE REQUEST WITH TYLER TECHNOLOGIES, INC. FOR THE CONVERSION OF UNUSED FUNDS TO BE ALLOCATED FOR IMPLEMENTATION SERVICE HOURS. (HORTON, LUMUMBA)
- ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON (JACKSON MEALS MATTER) AND THE BOYS & GIRLS CLUB OF MISSISSIPPI TO TRANSFER OWNERSHIP OF EQUIPMENT (FREEZER) PURCHASE WITH FUNDS FROM THE CHAMPS GRANT(JACKSON MEALS MATTER). (KIDD, LUMUMBA)
- 14. ORDER RATIFYING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM JOHNSON CONTROLS SECURITY SOLUTIONS, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH JOHNSON CONTROLS SECURITY SOLUTIONS FOR BATTLEFIELD PARK COMMUNITY CENTER, GROVE PARK COMMUNITY CENTER, JAYNE AVENUE COMMUNITY CENTER, VERGY P. MIDDLETON COMMUNITY CENTER AND MEDGAR EVERS GYMNASIUM FROM MAY 1, 2020 THROUGH SEPTEMBER 30, 2020. (WARDS 2, 3, 4 & 7) (HARRIS, LUMUMBA)
- 15. ORDER RATIFYING THE ACCEPTANCE OF COPY MACHINE SERVICES FROM SOUTHERN DUPLICATING OF MS, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH SOUTHERN DUPLICATING OF MS, FOR MYNELLE GARDENS FROM

- MAY 1, 2020 THROUGH JUNE 30, 2020. (WARD 2) (HARRIS, LUMUMBA)
- ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT FITLOT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, FITLOT AND AARP SPONSORED OUTDOOR FITNESS PARK, ACCEPTING DONATION OF FOUR THOUSAND TEN DOLLARS (\$4,010.00) A FITLOT FITNESS PARK SYSTEM TO SPONSOR COMMUNITY PARTNER HIRING AND TRAINING FOR A TERM OF ONE (1) YEAR AT THE PARHAM BRIDGES WALKING TRAIL, LOCATED AT 5055 OLD CANTON ROAD, AT NO COST TO THE CITY OF JACKSON. (WARD 1) (HARRIS, LUMUMBA)
- 17. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM. (HORTON, LUMUMBA)
- 18. ORDER ACCEPTING THE DONATION OF A METAL PARK BENCH, METAL TRASH CAN AND COMMEMORATIVE PLAQUE AND TREES AT PARHAM BRIDGES PARK, CELEBRATING THE 59<sup>TH</sup> YEAR OF THE ROTARY CLUB. (WARD 1) (HARRIS, LUMUMBA)
- 19. ORDER RATIFYING CONTRACTS WITH CCSI, INC. FOR FEBRUARY THROUGH MAY 2020 FOR SECURITY SERVICES FOR THE WATER-SEWER BUSINESS ADMINISTRATION OF SECURITY SERVICES PROVIDED DURING THESE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CCSI, INC. TO PROVIDE SECURITY SERVICES FOR THREE (3) YEARS WITH TWO ONE-YEAR OPTION PERIODS FOR THE DEPARTMENT OF PUBLIC WORKS, WATER-SEWER BUSINESS ADMINISTRATION DIVISION. (MILLER, LUMUMBA)
- ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE STATE STREET RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(013) LPA/107548, CITY PROJECT NUMBER 17B4001. (WARD 7) (MILLER, LUMUMBA)
- 21. ORDER RATIFYING A CONTRACT WITH SPECIALTY DIVING OF LOUISIANA, INC, FOR DIVING SERVICES AT THE INTAKE STRUCTURE FOR THE OB CURTIS WATER TREATMENT PLANT (ALL WARDS). (MILLER, LUMUMBA)
- 22. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURGE SERVICES AGREEMENT WITH STERICYCLE, INC. ("SHRED-IT") FOR THE DEPARTMENT OF MUNICIPAL CLERK. (A. HARRIS, LUMUMBA)
- ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION AND AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS AND RELATED DOCUMENTS WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR 2021 MULTI-MODAL TRANSIT PROGRAM. (HILLMAN, LUMUMBA)

- 24. ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (HILLMAN, LUMUMBA)
- 25. ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT WITH JEFCOAT FENCE AND ACCESS CONTROL TO PROVIDE ROUTINE GATE MAINTENANCE AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)
- 26. ORDER AUTHORIZING AN AMENDMENT TO THE SERVICE AGREEMENT WITH EMSL ANALYTICAL, INC. FOR ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS. (HILLMAN, LUMUMBA)
- 27. ORDER AUTHORIZING PAYMENT TO THOMAS MANAGEMENT GROUP FOR WORK COMPLETED ON CERTAIN DEMOLITION PROJECTS IN THE CITY OF JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)
- 28. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)
- 29. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)
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- 32. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)
- 33. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT

- DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)
- ORDER AUTHORIZING THE MAYOR TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT AND RELATED DOCUMENTS WITH PITRES' ENVIRONMENTAL SERVICES INC FOR NON-HAZARDOUS WASTE REMOVAL FOR THE CITY OF JACKSON AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)
- ORDER AUTHORIZING NOTICING THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT NUMBER 2 TO ITS 2015-2019 FIVE YEAR (5-YEAR) CONSOLIDATED PLAN, AMENDMENT NUMBER 1 TO ITS 2019 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN, AND AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AND UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZING THE ADOPTION OF THE AMENDMENT. (HILLMAN, LUMUMBA)
- ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE 2020 CARES ACT AIRPORT GRANT AGREEMENT, CARES GRANT NUMBER 3-28-0037-0057-2020, WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO HAWKINS FIELD AIRPORT AND JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT INCLUDING THE REIMBURSEMENT OF OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICE PAYMENTS. (HOWARD, LUMUMBA)
- 37. ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR. (HOWARD, LUMUMBA)
- 38. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1400280-2773-E 30 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION. (HOWARD, LUMUMBA)
- 39. RESOLUTION EXPRESSING THE CITY OF JACKSON'S DESIRE TO BUILD CELLULAR TOWERS IN UNDERSERVED AREAS. (STAMPS)
- 40. RESOLUTION OF THE CITY OF JACKSON TO OFFER FIRE SERVICES OUTSIDE THE CITY LIMITS. (STAMPS)
- 41. RESOLUTION EXPRESSING THE CITY OF JACKSON'S DESIRE TO EXTEND WATER/SEWER SERVICES OUTSIDE THE CITY LIMITS.(STAMPS)
- 42. RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF LOCAL AND PRIVATE LEGISLATION PROVIDING THE CITY OF JACKSON AUTHORITY TO REGULATE STAND UP ELECTRIC SCOOTER OPERATION FOR PURPOSES OF CONTRACTING WITH SHARED SCOOTER SERVICE PROVIDERS. (LINDSAY)

### **DISCUSSION**

- 43. DISCUSSION: REVEREND DR. MARTIN LUTHER KING, JR. DRIVE (STOKES)
- 44. DISCUSSION: UPDATE MEDGAR EVERS BLVD. AND FREEDOM CORNER MONUMENT (STOKES)
- 45. DISCUSSION: REVIEWING 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 (LINDSAY)
- 46. **DISCUSSION: LAKE HICO (PRIESTER)**
- 47. **DISCUSSION: HILDADR ILLEGAL DUMPING (PRIESTER)**
- 48. DISCUSSION: PLANNING AND DEVELOPMENT ISSUES (LUMUMBA)

### **PRESENTATION**

**PROCLAMATION** 

RESOLUTIONS

### REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

**ANNOUNCEMENTS** 

**ADJOURNMENT** 

**AGENDA ITEMS IN COMMITTEE** 

SISIS THE CHEATOR

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 2 May 26, 2020 WHEREAS, Nursery Rhymes, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that Nursery Rhymes is hereby (approved) a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has) met the necessary criteria for the requested variance.

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

Item#
Date:

By: Coleman, Hillman, Lumumba

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

 $\frac{2/24/2020}{\text{DATE}}$ 

	POINTS	COMMENTS		
1.	Brief Description/Purpose	To erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A		
3.	Who will be affected	N/A		
4.	Benefits	N/A		
5.	Schedule (beginning date)	N/A		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	1254 Eastover Dr. (Ward 7)		
7.	Action implemented by: City Department Consultant	City Department - Depart of Planning & Dev. Signs & License Div.		
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		
Revis	ed 2-04	WAIVER yes no N/A _X		

Staff Recommendation: APPROVE



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

### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

Vordan Hillman, Director Department of Planning & Development

DATE:

February 24, 2020

RE:

Sign Variance

Nursery Rhymes, located at 1254 Eastover Drive, is requesting a variance to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

Facsimile: (601) 960-1799

### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

Date

### RECEIVED FEB 14 2020



FOR OFFICE USE ONLY

CASE NO ..

SIGNS/LICENSE DIVISION

### CITY OF JACKSON, MS

Application for Sign Variance
1. Subject Property Address 1254 Eastoyer Dr Ste 180  Jackson, MS 39211
II. Purpose for requested Sign Variance: (Brief Description)  Signage action/arce too Small for facade of Store front  III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO If yes, please give details and dates of violations:
IV. Are there any Restrictive Covenants? No If yes, please attach copies
V. What is the Zoning classification of property? (MU-) if yes, please attach copies of agency findings and decisions.  VI. APPLICANT'S INFORMATION:
Name: Ted Duckworth (Nursery Rhymes)  Mailing Address: 308 [Pearl St Ste 200]  City: Jackson State: MS zip: 3920]
Contact Phone 601 914-0800 Fax: Email: ted@duckworth cealty, com

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SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, A+ Signs & Creative
Mailing Address 4147-A Northview Dr.
City: NACKSON State: MS Zip: 39206
Contact Phone: 601-355 9595 Fax: N/A
Email: Sallen @aplusigns.com; jwebb@aplusig
VIII. CURRENT PROPERTY OWNER(S):
Name: Ted Duckworth
Malling Address: 308 E Pearl St # 200
City: Vackson State: MS Zip: 39201
Email: ted a duckworth realty. com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

### RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

### DECLARATION

By signing this application, it is understood and a

rerifications and data necessary for preparation of its rep	
WITNESS THE SIGNATURE(S) of the owner(s) of the	ne subject property located at
1254 Eastwer Drive Ste 180	Jackson, Mississippi
On this the 3181 day of Langan	, 20 20
STATE OF MISSISSIPPI COUNTY OF HINDS	
Personally came and appeared before me, the within	named;
Tecl Duckworth	
Who signed and delivered the above and foregoing ins and deed on the day and year therein mentioned, and we are the owner(e) of the minimum and the owner(e) of the minimum are the owner(e) owner(e	ho acknowledge to me that they
are the owner(s) of the subject property as described in the	
GIVEN UNDER MY HAND AND OFFICIAL SEAL	OF OFFICE, this the 3 &
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### Letter of Intent

January 31, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

### To Whom It May Concern:

The representative of Nursery Rhymes, a retail store located in the District at Eastover at 1250 Eastover Drive, is requesting a building mounted sign and a blade sign for her storefront. The District at Eastover includes retail, restaurants, office and residential spaces, and has become a lively center of activity for residents in the District as well as those nearby. The owner/developers of the District at Eastover, are proposing signage that will be cohesive with the existing signage in the area.

Nursery Rhymes is in a CMU-1 zoning district. According to the code allowances, building signs in this district are limited to 15 sq ft. This would not allow the building mounted sign to be big enough to make the visual impact needed to attract customers, or fit in with the existing signage and branding that already exists in the area. A larger, more impactful, building mounted sign is necessary in order for the business to be a successful and productive addition to the community.

For branding and aesthetic purposes, we are requesting a back lit, and face lit, channel letter sign with a channeled moon shaped logo. The channel letters will spell out the name of the business, and we believe will effectively draw customers. The proposed sign is 60"h x 144"w, coming to 60 sq ft. The sign will be on the front façade of the business suite, located above the storefront.

We believe our proposal is aesthetically pleasing, unobtrusive, and a cohesive, pleasant addition to the District at Eastover's development area.

Thank you for your consideration and time.

### RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION Ted Duckworth, being the managing representative of Duckworth Realty, owner of the property, hereby acknowledges this Letter of Intent in full and certifies it to be a true and accurate statement.

Date 1/31/2020

Sworn to and subscribed before me this the 31st day of day of day of day.

Kender W Klehow

My Commission Expires

NOTARY PUBLIC
ID No. 123654
Commasion Expres
Apr 11. 2022

Apr 0. F MISSIS

#### Department of Planning and Development



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

February 24, 2020

Nursery Rhymes
Janice Fulton
1254 Eastover Drive #180
Jackson, MS 39211

Re:

**Nursery Rhymes Sign Variance Application** 

Dear Ms. Fulton:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Nursery Rhymes located at 1254 Eastover Drive.

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

Your application and supporting documentation indicates that Nursery Rhymes is requesting to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

Sincerely,

Terry Coleman, Manager Signs & License Division



### RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:			anna saigea saige
CONTRACTOR/EREC	TOR:	LOCATION/ADDRESS OF SIGN:	
Name Scott Allen At Signs & Creative  Address 4147-A NOHMYRW Dr  City Dackson State MS zip 39206  Phone 401-365-9695  Bonded and Insured Yes No C  City of Jackson Privilege License # 33725		Business Name NUISERY Rhy mes Business Address 1254 Eastover Dx Ste 1 Owner's Name Janke Futton Phone 601-308-9997 Privilege License # 200-011 62-9	
GROUND-MOUNTED:	BUILDING	MOUNTED:	TYPE OF LIGHTING:
Overall Height	Height 5'h Length 12'u)		Internal
ength Square Footage Course Footage Wall Area 24 ∠ 20 ′ − Billboard			Sign Material Type: <u>aluminum</u> , LED'S , paint
WORDING	ZONING CLASS: CMU-1		
"Norsery Rhy	Date Inspected:  APPROVED  DISAPPROVED		
Temporary Banner [ ] Plot Drav			

Applicant's Signature

Date

Sign and License Division Manager



### RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

CONTRACTOR/EREC		LOCATION/ADDRESS OF SIGN:		
Name Scott Allen, At Signs 1 Creative  Address 9197-A Northvew Dr.  City Jackson state MS zip 39206  Phone 601-366-9595  Bonded and Insured Yes No C  City of Jackson Privilege License # 33725		Business Name NUISERY Rhymes  Business Address 1254 Rastovet Dr Stell Owner's Name JOAICE FULLON  Phone (201-368-9997  Privilege License # 200:01162 9		
GROUND-MOUNTED:	BUILDING-N	MOUNTED:	TYPE OF LIGHTING:	
Overall Height Height Length Square Footage Wind Pressure Billboard	Height 40" Length 40" Square Footage 1 Wall Area 24' × 20' - 4	Blade Sign I sqift 180 sq ft	Sign Material Type: HDO (douk)	
WORDING	ZONING CLASS: CMU-1			
"Nursery RI	Date Inspected:  APPROVED   DISAPPROVED			
Temporary Banner  Plot Drav				

Sign and License Division Manager



## Day Mockup

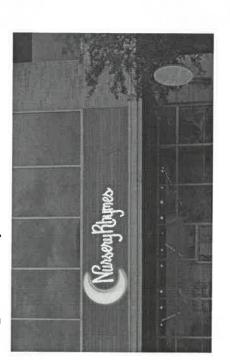
### PECFIVE

FEB - 3 2020

SIGNS/LICENSE DIVISION



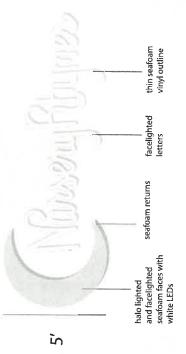
## Night Mockup

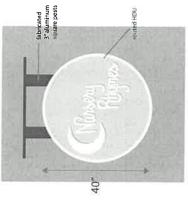


## **Nursery Rhymes**

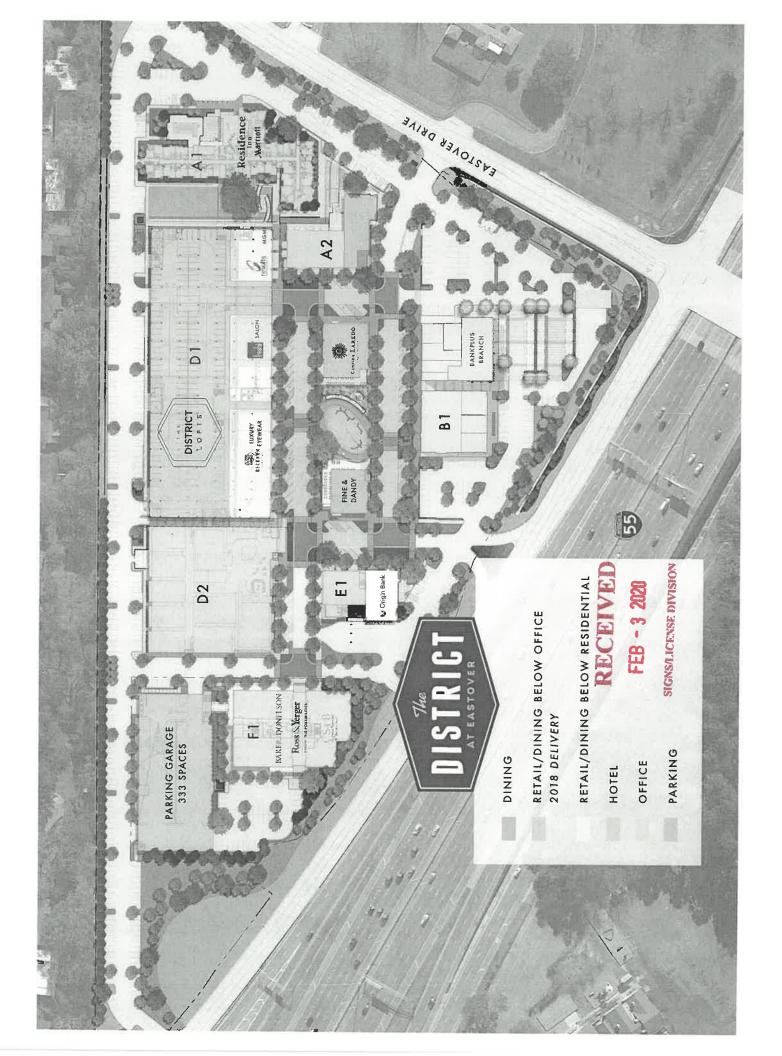
Painted Pantone 566 U

12,





2 sided, routed HDU panel, painted raised white relief, Pantone 566 U background



# Hinds County Landroll Detail

## Landroll Detail

8/23/2018

Parcel Number	Map Reference Number	
451-8-11	567.00 1 186.11	<ul> <li>View Map</li> <li>Property Taxes</li> <li>Gis Map</li> </ul>
Subdivision No.	Homestead Exemption Account Numbers	nbers
3796		
Assessed Owner	Assessed Values	
ARLINGTON DISTRICT LIVING LLC	Land Value	104,630
ATTN: DAVID G ELLIS	Improvement Value	2,114,790
211/ SECOND AVE N RIBMINGHAM AT 35203	Total	2,219,420
Discussion The 33203	Appraised Values	
1054 EASTONIED DRIVE	Land Value	697,530
	Improvement Value	14,098,600
Logal Description	Total	14,796,130
LOI 10 INE DISTRICT AT EASTOVER	Building Info.	
	Type	APT
	Base Area	59,840
	Adjusted Area	210,916
	Year Built	2017
	Deed Info.	
Acresoe Info	Book & Page	7183-2538
Cultivated Acres	— Date	10/20/2015
Se		
	F-9-11 (Od	
Jack Coars		and sales

Search Back

# RECEIVED FEB - 6 2020

SIGNS/LICENSE DIVISION

E TO DENY THE T TWO BUILDING

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

WHEREAS, Nursery Rhymes, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that Nursery Rhymes is hereby (denied) a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (would not) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (will) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#
Date:

By: Coleman, Hillman, Lumumba

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/24/2020 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	To erect two building signs totaling 71
	· ·	square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location:	
	• WARD	1254 Eastover Dr. (Ward 7)
	CITYWIDE (yes or no) (area)	
	Project limits if applicable	
7.	Action implemented by: City Department Consultant	City Department - Depart of Planning & Dev. Signs & License Div.
8.	COST	N/A
9.	Source of Funding General Fund Grant Bond Other	N/A
10.	EBO participation	ABE       %       WAIVER yes
KGAR	ed 2-04	

Staff Recommendation: <u>APPROVE</u>



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

### **MEMORANDUM**

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director

Department of Planning & Development

**DATE:** February 24, 2020

RE: Sign Variance

Nursery Rhymes, located at 1254 Eastover Drive, is requesting a variance to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building.

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

Facsimile: (601) 960-1799

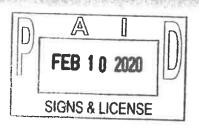
### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney (a

### RECEIVED FEB 14 2020



FOR OFFICE USE ONLY

SIGNS/LICENSE DIVISION

CASE NO .:

### CITY OF JACKSON, MS

Application for Sign Variance
Jackson, MS 39211
II. Purpose for requested Sign Variance: (Brief Description)
Signage allowance too small for tarride of Store front.
III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business?
IV. Are there any Restrictive Covenants? No If yes, please attach copies
V. What is the Zoning classification of property? (MU-)  If yes, please attach copies of agency findings and decisions.
VI. APPLICANT'S INFORMATION:
Name: Ted Duckworth (Nursery Knymes)
Name: Ted Duckworth (Nursery Rhymes) Mailing Address: 308 [Pearl St Ste 200
City: Jackson State: MS Zip: 39201
Contact Phone: 601 914 - 0800 Fax.
Email: ted@duckworth realty.com

### RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, At Signs & Creative
Mailing Address 4147 - A Northview Dc
City: NACKSON State: MS Zip: 39206
Contact Phone: 601-355-9595 Fax: N/A
Email: Sallen@aplusigns com; jwebb@aplusig
VIII. CURRENT PROPERTY OWNER(S):
Name: Ted Duckworth
Malling Address: 308 E Pearl St # 200
City: Dackson State: MS Zip: 39201
Email: ted@duckworth realty.com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

### RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

### DECLARATION.

By signing this application, it is understood and a

the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.
The above information is true and complete to the best of my knowledge
WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at
1254 tostwer Onive Ste 180 Jackson, Mississippi
On this the 3181 day of Carvary, 20 20.
STATE OF MISSISSIPPI COUNTY OF HINDS
Personally came and appeared before me, the within named:
Tecl Duckworth
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 318T
Day of Carvany, 20 20.
MY COMMISSION EXPIRES: Render W. Kellebrew
NOTARY PUBLIC ID No. 123654 Commission Express Apr 11. 2022  OF MISSISSER
STORY COOKS



SIGNS/LICENSE DIVISION

### **Letter of Intent**

January 31, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

### To Whom It May Concern:

The representative of Nursery Rhymes, a retail store located in the District at Eastover at 1250 Eastover Drive, is requesting a building mounted sign and a blade sign for her storefront. The District at Eastover includes retail, restaurants, office and residential spaces, and has become a lively center of activity for residents in the District as well as those nearby. The owner/developers of the District at Eastover, are proposing signage that will be cohesive with the existing signage in the area.

Nursery Rhymes is in a CMU-1 zoning district. According to the code allowances, building signs in this district are limited to 15 sq ft. This would not allow the building mounted sign to be big enough to make the visual impact needed to attract customers, or fit in with the existing signage and branding that already exists in the area. A larger, more impactful, building mounted sign is necessary in order for the business to be a successful and productive addition to the community.

For branding and aesthetic purposes, we are requesting a back lit, and face lit, channel letter sign with a channeled moon shaped logo. The channel letters will spell out the name of the business, and we believe will effectively draw customers. The proposed sign is 60"h x 144"w, coming to 60 sq ft. The sign will be on the front façade of the business suite, located above the storefront.

We believe our proposal is aesthetically pleasing, unobtrusive, and a cohesive, pleasant addition to the District at Eastover's development area.

Thank you for your consideration and time.

### RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION Ted Duckworth, being the managing representative of Duckworth Realty, owner of the property, hereby acknowledges this Letter of Intent in full and certifies it to be a true and accurate statement.

Date 1/31/2020

Sworn to and subscribed before me this the 31st day of through 2020.

W Kllebrow

Notary Public

My Commission Expires

NOTARY PUBLIC
ID No. 123654
Commission Expres
Apr 11, 2022

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### Department of Planning and Development



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

February 24, 2020

Nursery Rhymes
Janice Fulton
1254 Eastover Drive #180
Jackson, MS 39211

Re:

**Nursery Rhymes Sign Variance Application** 

Dear Ms. Fulton:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Nursery Rhymes located at 1254 Eastover Drive.

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

Your application and supporting documentation indicates that Nursery Rhymes is requesting to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

Sincerely,

Terry Coleman, Manager Signs & License Division



### **RECEIVED**

FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE.

CONTRACTOR/ERECTOR:  Name Scott Allen At Signs & Creative Address 4147-A NOHWIEW Dr  City Dackson State MS zip 39206  Phone 601-365-9595  Bonded and Insured Yes M No  City of Jackson Privilege License # 33725		Business Name NUNSERY Rhymes Business Address 1254 Eastever & Ste 1 Owner's Name Laive Futton Phone 601-308-9977 Privilege Ucense # 200-01162-9	
Overall Height Height Length Square Footage Wind Pressure Billboard	Height 5' h  Length 12' w  Square Footage 60 5944  Wall Area  24' × 20' - 480 59 f4		Internal DE External DUL#  Sign Material Type: QLUMINUM,  LED'S, Paint
WORDIN	VG ON SIGN(S);		ZONING CLASS: CMU-1
"Norsery Rhy	jnes		Date Inspected:  APPROVED  DISAPPROVED
Temporary Banner  Plot Dra	awings  Sign	Drawings	
I hereby certify that I have read this appl with all City Ordinances, Codes, and Stati agent for the herein described work.  Applicant's senature	ication and that all inform Laws regulating sign con	ation contained her struction; that I am	ein is true and correct; that I agree to comp the owner or authorized to act as the owne

Sign and License Division Manager



### RECEIVED

FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

Name Scott Allen, At Signs 1 Creative Address 9147-A Northvew Dr.  City Jackson State MS zip 3920 to Phone 1001-366-9595  Bonded and Insured Yes No City of Jackson Privilege License # 33726		Business Name DUSSELY Rhymes Business Address 1254 Eastovet Dr Stell Owner's Name Danice Fulton Phone 601-368-9997 Privilege License # 200-01162 9	
Overall Height Height Length Square Footage Wind Pressure Billboard	Height 40" Bl/ Length 40"  Square footage 11 59  Wall Area 24' × 20' - 4 80	Sign Material Type	External D ted : LIDO dou innum brac
WORDING ON SIGN(S):		ZONING CL	ASS: CMU-1
"Nursery Rhymes"		Date Inspect APPROVED DISAPPROVE	
Temporary Banner Plot Drawi	ngs  Sign Drawings		
I hereby certify that I have read this applicant with all City Ordinances, Codes, and State La agent for the herein described work.  Applicant's Signature	ion and that all information conta ws regulating sign construction; t	ned herein is true and correct; t at I am the owner or authorized Sign and License Divis	to act as the owns

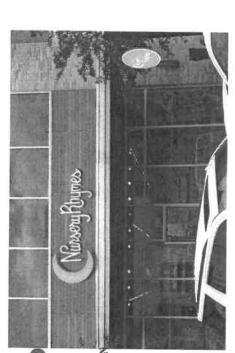


## Day Mockup

## RECEIVED

FEB - 3 2020

SIGNSALICENSE DIVISION



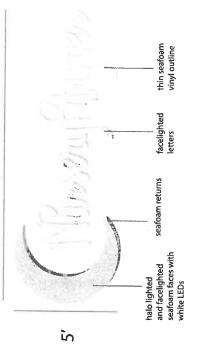
## Night Mockup

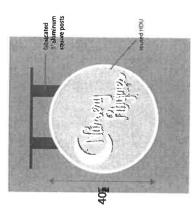


## **Nursery Rhymes**

Painted Pantone 566 U

12′





2 sided, routed HDU panel, painted raised white relief, Pantone 566 U background

EASTOVER DRIVE A2 Paret. SALON BANKPLUS SECTION EYEWEAR 81 55 SIGNS/LICENSE DIVISION RECEIVED 🗳 Origin Bank, D2 RETAIL/DINING BELOW RESIDENTIAL E1 FEB - 3 2020 RETAIL/DINING BELOW OFFICE 2018 DELIVERY DISTRICT F 1. Ross & Verger PARKING GARAGE 333 SPACES PARKING DINING OFFICE HOTEL

# Landroll Detail

Farcel Number		Map Reference Number	
451-8-11		567.00 1 186.11	View Map     Property Taxes     Gis Man
Subdivision No.		Homestead Exemption Account Numbers	bers
3796			
Assessed Owner		Assessed Values	
ARLINGTON DISTRICT LIVING LLC		Land Value	104 630
ATTN: DAVID G ELLIS		Improvement Value	2,114,790
BIRMINGHAM AL 35203		Total	2,219,420
Location		Appraised Values	
1254 EASTOVER DRIVE		Land Value	697,530
Legal Description	Ī	Improvement Value	14,098,600
LOT 10 THE DISTRICT AT FASTOVER		Total	14,796,130
WITH CHARLES THE COLOR OF THE CHARLES THE		Building Info.	
		Туре	APT
		Base Area	59,840
		Adjusted Area	210,916
		Year Built	2017
		Deed Info.	
Acreage Info.		Book & Page	7183-2538
res	0.00	Date	10/20/2015
Uncultivated Acres	0.00		
Back Search			

# RECEIVED FEB - 6 2020

SIGNS/LICENSE DIVISION

Con Solling

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 4 May 26, 2020 **WHEREAS,** PJ's Coffee of New Orleans, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

IT IS THEREFORE, ORDERED that PJ's Coffee of New Orleans is hereby (approved) a variance from the Sign Ordinance regulations to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

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

Item#
Date:

By: Coleman, Hillman, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

 $\frac{3/4/2020}{\text{DATE}}$ 

	POINTS	COMMENTS	
1.	Brief Description/Purpose	To erect a 15 sq. ft. monument sign at 6 ft. in height at five feet from the public right-of-way within a UTC zone which require monument signs be ten ft. from the public right-of-way.	
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3,	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	3100 Old Canton Rd. (Ward 7)	
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division	
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	

STAFF RECOMMENDATION: DISAPPROVE



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

#### **MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director

Department of Planning & Development

**DATE:** March 4, 2020

**RE:** Sign Variance

PJ's Coffee of New Orleans, located at 3100 Old Canton Road, is requesting a variance to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

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

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

#### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY is legally sufficient for placement in NOVUS Agenda.

Tim Howard, City Attorney

Chandra Gayten, Deputy City Attorney

Date

# RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION

PJS P.I

FOR OFFICE U	SE ONLY
CASE NO.:	The same deligation is a second of the same of the sam

# CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address:	3100 old canton Road,
PJS coffee	)
II. Purpose for requested Sign	Variance: (Brief Description)
Monument 8 gn the property line the blaufe of the new III. Have you or any other indiviolations related to this proper If yes, please give details and date	Will need to be displayed closer to an technically allowed per code (arge much use trail in front of point allowed been cited for or notified of any ordinance ty or business? NO es of violations:
V. What is the Zoning classific	Covenants? NO If yes, please attach copies attom of property? UTC agency findings and decisions.
VI. APPLICANT'S INFORMA	
,	Juner: Tack & Anne Stanton
Mailing Address: 2100 010	d winton Road
city: Jackson	State: MS Zip: 397 CO
Contact Phone: (504) &	358-5779Fax: NA
Email: jack@jack	

## RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:				
Name: Scott Allen, A+ Signs and Creative Inc				
Mailing Address: 4147-A Northview Drive				
City: Jackson State: MS Zip: 39206				
Contact Phone: (001 - 355-9595 Fax: N/A				
Email: Sallen@aplusigns, com				
VIII. CURRENT PROPERTY OWNER(S):				
Name: Wilson Hood				
Mailing Address: 3100 Old Canton Rd, Suite 200				
City: Jackson State: MS Zip: 39716				
Email: jwilsonhood@gnail.com				
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing				
Variance(s) \$450.00				

PJS p.3

SIGNS/LICENSE DIVISION

#### DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the

need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.
The above information is true and complete to the best of my knowledge.
Je Jon How
WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at
3100 old Conto- Rd Jickson, MS 39216 Jackson, Mississippi
On this the 20th day of February , 20 20.
STATE OF MISSISSIPPI COUNTY OF HINDS
Personally came and appeared before me, the within named:
J. Wigson Hood
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2015
Dey of February , 2020.
MY COMMISSION EXPIRES AND FUE S. AUGULT HOLLOWAY  6.20.20  10 # 116769  LAURIE K. HOLLOWAY  commission Expires  June 20, 2020  SON CONT.



SIGNS/LICENSE DIVISION

To whom it may concern:

The representative of 3100 Old Canton Road is requesting a monument sign for PJ's Coffee of New Orleans, a new coffee shop opening in the Fondren area. PJ's is in a UTC zoning area which includes retail, entertainment, office and residential spaces. This area is a lively center of activity for homeowners, visitors and businesses. PJ's Coffee of New Orleans is proposing a monument sign that will be visually accessible and inviting to its surrounding clientele.

According to code ordinances, ground mounted signage in the UTC zoning district must be set back ten feet from the property line. This poses a unique problem for this property which has a very large multiuse trail that pushes back the access point into the parking lot significantly. If this sign were to be ten feet back from the property line, it would not be readily viewable from Old Canton Road. For PJ's to be a successful business, the proposed monument sign will need to make visual impact to the surrounding thoroughfares.

For marketing and aesthetic purposes, we are requesting a monument sign set back approximately 5 feet from the property line. The sign will feature the PJ's logo fabricated out of hand painted, high-density urethane material. The sign panels will be attached to an attractive aluminum structure which will measure six feet in height total.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area. In order to have a successful business, PJ's Coffee will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

Thank you for your consideration and time.

Wilson Hood being the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.

Date 2/24/20

## RECEIVED FEB 2 7 2020

#### Letter of Intent

SIGNS/LICENSE DIVISION

February 3, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of: MISSISSI DID I

County of: Hings

Sworn to and subscribed before me this the 24 day of February 2020.

otary Public

Seal

NOTARY PUBLIC
ID No.116944
MYCOMMISSIONEXPIRES
JULY 7, 2020

SCOUN

#### Department of Planning and Development



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

March 5, 2020

PJ's Coffee of New Orleans Jack and Anne Stanton 3100 Old Canton Road Jackson, MS 39216

Re:

PJ's Coffee of New Orleans Sign Variance Application

Dear Mr./Mrs. Stanton:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of PJ's Coffee of New Orleans located at 3100 Old Canton Road.

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

Your application and supporting documentation indicates that PJ's Coffee of New Orleans is requesting to erect a 15 sq. ft. monument sign at 6 ft. in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

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

Sincerely,

Terry Coleman, Manager Signs & License Division

Torry Coleman

# RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION



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

PJ'S COFFEE MONUMENT
ZONING DIVISION
Date 2/27/20
Zone UTC
Approved By
Note

#### DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name Scott Allen, A+ Signs and Creative  Address 4147- A Northview Drive  City Jackson State MS Zip 39206  Phone 601-355-9595  Bonded and Insured Yes No City of Jackson Privilege License #		Business Name DJ's Coffee of New Orleans Business Address 3100 Old Canton Road Owner's Name Jack and Anne Stanton Phone 504-858 5779 Privilege License # applied for	
GROUND-MOUNTED:	BUILDIN	G-MOUNTED:	TYPE OF LIGHTING:
Overall Height 6' Height 4.25' Length 3.75' Square Footage 15 square feet total Wind Pressure Billboard	Height  Length  Square Footage  Wall Area		UL#
WORDING ON SIGN(S):			ZONING CLASS: UTC
PJ's coffee logo text that reads "Drive- Thru"			Date Inspected:
Temporary Banner Plot Drawings Sign Drawings		APPROVED  DISAPPROVED	

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

Applicant's Signature

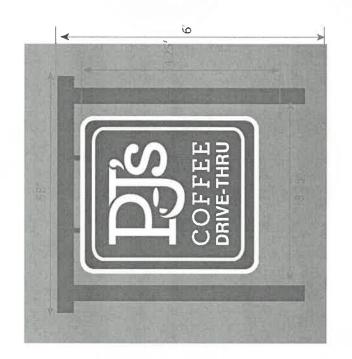
Date

Sign and License Division Manager



# RECEIVED

SIGNS/LICENSE DIVISION

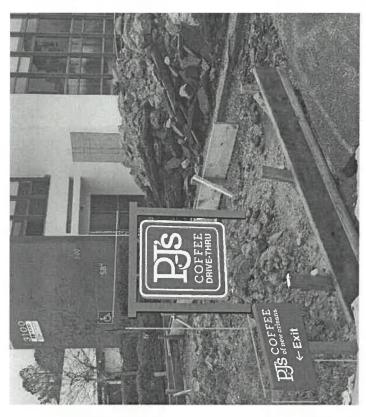


# PJ's MONUMENT SIGN

 $4.25' \times 3.75'$ , 2 sided, routed HDU panel, painted white, raised PMS 2613C purple relief

"Drive-Thru" painted

fabricated 4" sqaure aluminum tubing quantity 2 HDU panels mounted back to back





SIGNS/LICENSE DIVISION



HindsCountyMs.com Database Back Print Page

#### Landroll Detail

Parcel Number	Map Reference Number		
2-16	579.00 1 28.00	View Map Property Taxes Gis Map	
Subdivision No.	Homestead Exemption A	ccount Numbers	
1376			
Assessed Owner	Assessed Values		
HOOD FONDREN PROPERTY LLC	Land Value	28,820	
P O BOX 4931	Improvement Value	42,812	
JACKSON MS 39296	Total	71,632	
T	Appraised Values		
Location	Land Value	192,130	
3100 OLD CANTON RD	Improvement Value	285,410	
Legal Description	Total	477,540	
BEG E S OLD CANTON RD 155.58 FT SW/LY FROM	Building Info.		
S S BLK B WOODLAND HILLS EXT THENCE	Туре	BANK	
SW/LY 91.5 FT SE/LY 206.95 FT NE/LY 79.35 FT	Base Area	2,821	
N 81.48 FT W 196.76 FT TO BEG IN LOT 20	Adjusted Area	5,513	
ODENEAL SY	Year Built	1955	
	Deed Info.		
	Book & Page	7202-1420	
Acreage Info.	Date	01/30/2017	
Cultivated Acres [0.00			
Uncultivated Acres 0.00	1		

Back Search

Monday, February 03, 2020 Contact Webmaster Phone Numbers Copyright © 2020 Hinds County Board of Supervisors All rights reserved.

Map to our Office



Hala The Car

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 5 May 26, 2020 **WHEREAS,** PJ's Coffee of New Orleans, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a monument sign at 21 square feet and three building signs totaling 315 square feet within a UTC zone which only allows a total of 15 square feet for building signage and 15 square feet for monument.

IT IS THEREFORE, ORDERED that Homewood Suites is hereby (denied) a variance from the Sign Ordinance regulations to erect a monument sign at 21 square feet and three building signs totaling 315 square feet within a UTC zone which only allows a total of 15 square feet for building signage and 15 square feet for monument, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (would not) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (will) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#
Date:

By: Coleman, Hillman, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/4/2020 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	To erect a 15 sq. ft. monument sign at 6 ft. in height at five feet from the public right-of-way within a UTC zone which require monument signs be ten ft. from the public right-of-way.
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location:	
	• WARD	3100 Old Canton Rd. (Ward 7)
	<ul><li>CITYWIDE (yes or no) (area)</li><li>Project limits if applicable</li></ul>	
	2 1 Goot Imits II applicable	
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division
8.	COST	N/A
9.	Source of Funding General Fund Grant Bond Other	N/A
10.	EBO participation	ABE       %       WAIVER yes
Kevisi	ed 2.04	

STAFF RECOMMENDATION: DISAPPROVE



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

#### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

FROM:

Jordan Hillman, Director

Department of Planning & Development

DATE:

March 4, 2020

RE:

Sign Variance

PJ's Coffee of New Orleans, located at 3100 Old Canton Road, is requesting a variance to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

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

#### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY is legally sufficient for placement in NOVUS Agenda.

Tim Howard, City Attorney

Chandra Gayten, Deputy City Attorney

Date /

## RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION

PJS	P.7
-----	-----

FOR OFFICE USE ONLY

CASE NO.;

## CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address:	3100 old canton Road,
PTS Coffee	
II. Purpose for requested Sign V	ariance: (Brief Description)
Monument sign using property line that because of the new loud. Have you or any other individuations related to this property of the second determined to the second determ	vill need to be displayed closer to in technically allowed per cod arge multi-use trail in front of fidual been cited for or notified of any ordinance y or business? NO sof violations:
IV. Are there any Restrictive Co V. What is the Zoning classificatify yes, please attach copies of a	
VI. APPLICANT'S INFORMA	TION:
Name: PJS Coffee o	uner: Tack & Anne Stanton
Mailing Address: 3100 01d	Canton Road
city: Jackson	State: MS Zip: 397/Ce
Contact Phone: (504) 8	58-5779 Fax: NA
Email: jack@jack&	

# RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION

VII. AFFLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, A+ Signs and Creative Inc
Malling Address: 4147-A Northview Drive
City: Jackson State: MS Zip: 39206
Contact Phone: (001 - 355-9595 Fax: N/A
Email: Sallen@aplusigns, com
VIII. CURRENT PROPERTY OWNER(S):
Name: Wilson Hood
Mailing Address: 3100 Old Canton Rd, Suite 200
City: Jackson State: MS Zip: 39716
Email: jwilsonhood@gnail.com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

PJS p.3

SIGNS/LICENSE DIVISION

#### DECLARATION:

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

### RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION

To whom it may concern:

The representative of 3100 Old Canton Road is requesting a monument sign for PJ's Coffee of New Orleans, a new coffee shop opening in the Fondren area. PJ's is in a UTC zoning area which includes retail, entertainment, office and residential spaces. This area is a lively center of activity for homeowners, visitors and businesses. PJ's Coffee of New Orleans is proposing a monument sign that will be visually accessible and inviting to its surrounding clientele.

According to code ordinances, ground mounted signage in the UTC zoning district must be set back ten feet from the property line. This poses a unique problem for this property which has a very large multiuse trail that pushes back the access point into the parking lot significantly. If this sign were to be ten feet back from the property line, it would not be readily viewable from Old Canton Road. For PJ's to be a successful business, the proposed monument sign will need to make visual impact to the surrounding thoroughfares.

For marketing and aesthetic purposes, we are requesting a monument sign set back approximately 5 feet from the property line. The sign will feature the PJ's logo fabricated out of hand painted, high-density urethane material. The sign panels will be attached to an attractive aluminum structure which will measure six feet in height total.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area. In order to have a successful business, PJ's Coffee will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

Thank you for your consideration and time.

Wilson Hood being the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.

Date 2/24/20

# RECEIVED FEB 2 7 2020

#### Letter of Intent

SIGNS/LICENSE DIVISION

February 3, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of:	551551,001	
County of:	Hinds	

Sworn to and subscribed before me this the 24 day of corugny 2020.

otary Public

Seal

NOTARY PUBLIC ID No.116944 MYCOMMISSION EXPIRES JULY 7, 2020

## RECEIVED

FEB 2 7 2020

SIGNS/LICENSE DIVISION



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

601-960-1154

1
-

DATE RECEIVED IN OFFICE:	Find on (i.e., i.e., i.e			
CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:		
Name Scott Allen, A+ Signs and Creative  Address 4147- A Northview Drive  City Jackson State MS Zip 39206  Phone 601-355-9595  Bonded and Insured Yes No C		Business Name PJ's Coffee of New Orleans Business Address 3100 Old Canton Road Owner's Name Jack and Anne Stanton Phone 504-858 5779 Privilege License # applied for		
GROUND-MOUNTED:	BUILDING	G-MOUNTED:	TYPE OF LIGHTING:	
Diverall Height 6' Height 4.25' Length 3.75'  Square Footage 15 square feet total Wind Pressure  Billboard	Height Length Square Footage Wall Area		Sign Material Type: HDU Monument	
WORDING ON SIGN(S):			ZONING CLASS: UTC	
PJ's coffee logo text that reads "Driv  Temporary Banner  Plot Draw		gn Drawings 🔲	Date Inspected:  APPROVED  DISAPPROVED	

Applicant's Signature

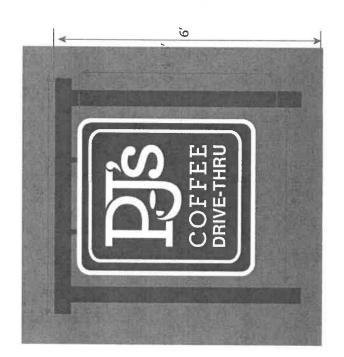
Date

Sign and License Division Manager



# RECEIVED

SIGNS/LICENSE DIVISION

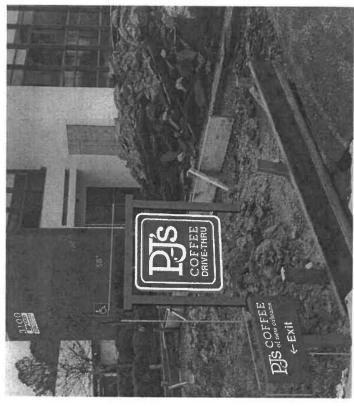


# PJ's MONUMENT SIGN

4.25' x 3.75', 2 sided, routed HDU panel, painted white, raised PMS 2613C purple relief

"Drive-Thru" painted

fabricated 4" sqaure aluminum tubing quantity 2 HDU panels mounted back to back



## RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION



HindsCountyMs.com Database Back Print Page

#### Landroll Detail

Parcel Number	Map Reference Number		
2-16	579.00 1 28.00	View Map Property Taxes Gis Map	
Subdivision No.	Homestead Exemption Account Numbers		
1376			
Assessed Owner	Assessed Values		
HOOD FONDREN PROPERTY LLC	Land Value	28,820	
P O BOX 4931	Improvement Value	42,812	
JACKSON MS 39296	Total	71,632	
Location	Appraised Values		
	Land Value	192,130	
	Improvement Value	285,410	
Legal Description BEG E/S OLD CANTON RD 155.58 FT SW/LY	Total	477,540	
FROM	Building Info.		
S/S BLK B WOODLAND HILLS EXT THENCE	Туре	BANK	
SW/LY 91.5 FT SE/LY 206.95 FT NE/LY 79.35 FT	Base Area	2,821	
N 81.48 FT W 196.76 FT TO BEG IN LOT 20	Adjusted Area	5,513	
ODENEAL SY	Year Built	1955	
	Deed Info.		
	Book & Page	7202-1420	
Acreage Info.	Date	01/30/2017	
Cultivated Acres 0.00	1		
Uncultivated Acres 0.00	1		

Back Search

Monday, February 03, 2020

Contact Webmaster

Phone Numbers Copyright © 2020 Hinds County Board of Supervisors All rights reserved.

Map to our Office

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE
THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT
A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE
WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING
BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 6 May 26, 2020 WHEREAS, Campbell's Craft Donuts, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

IT IS THEREFORE, ORDERED that Campbell's Craft Donuts is hereby (approved) a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has) met the necessary criteria for the requested variance.

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

Item#
Date:

By: Coleman, Hillman, Lumumba

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/13/2020 DATE

	POINTS	COMMENTS		
1.	Brief Description/Purpose	To erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A		
3,	Who will be affected	N/A		
4.	Benefits	N/A		
5.	Schedule (beginning date)	N/A		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	1119 N. Jefferson St. (Ward 7)		
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division		
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		

Revised 2-04



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

#### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

FROM:

Jordan Hillman, Director

Department of Planning & Development

DATE:

February 13, 2020

RE:

Sign Variance

Campbell's Craft Donuts, located at 1119 N. Jefferson Street, is requesting a variance to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

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

Facsimile: (601) 960-1756

#### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney\_ [6-

Date

#### Department of Planning and Development



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

February 13, 2020

Campbell's Craft Donuts Mitchell Moore 1119 N. Jefferson Street Jackson, MS 39202

Re: Campbell's Craft Donuts Sign Variance Application

Dear Mr. Moore:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Campbell's Craft Donuts located at 1119 N. Jefferson Street.

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

Your application and supporting documentation indicates that Campbell's Craft Donuts is requesting to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

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

Sincerely,

Terry Coleman, Manager Signs & License Division

Long Colema



To whom it may concern:

SIGNS/LICENSE DIVISION

The representative of 1119 North Jefferson Street is requesting building mounted signage for Campbell's Craft Donuts, a new donut shop opening in The Belhaven Town Center area. The Belhaven Town Center includes retail, entertainment, office and residential spaces. This area is going to be a lively center of activity for homeowners, visitors and businesses. Campbell's Craft Donuts is proposing signage that will be cohesive with the plans for this area as well as inviting to its customers and surrounding homeowners.

Campbell's Craft Donuts is in a CMU-1 zoning district. According to the code allowances, "projecting" or blade signs are restricted to 6 square feet. This is not enough area to make the visual impact that Campbell's Craft Donuts will need in order to be successful.

In order to have a successful business, Campbell's Craft Donuts will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

For marketing and aesthetic purposes, we are requesting a single blade sign for the business. The blade sign will be the Campbell's Craft Donuts logo fabricated out acrylic individual letters and mounted to an aluminum cabinet. The sign will be located on the northeast corner of the building.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area.

Thank you for your consideration and time.

David Turner being the managing representative of BTC Energy LLC, the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.

Date 2/5/20



SIGNS/LICENSE DIVISION

FOR	UFFI	CEL	SE O	NU

## CITY OF JACKSON, MS

Application for Sign Variance

Donut S, 1119 North Jefferson Street  II. Purpose for requested Sign Variance: (Brief Description)  The purpose of this requested sign	
The purpose of his requested sign	
The purpose of this requested sign variance is to provide adequate signs ger for Camp bells craft Donkts.  III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? No If yes, please give details and dates of violations:	
IV. Are there any Restrictive Covenants? NO If yes, please attach copies	
V. What is the Zoning classification of property? CMU-1 If yes, please attach copies of agency findings and decisions.	
VI. APPLICANT'S INFORMATION:	
Name: Business: Campbells Craft Donuts, Owner: Mailing Address: 1719 North Jefferson Street	ntchell
City: Jackson State: MS Zip: 39202	
Contact Phone: 769-300-2790 Fax: N/A	
Email: Mitchell @ campbells bakery. ms	

#### SIGNS/LICENSE DIVISION

AII. VELINCANT ANTER RELECTED DX.
Name: Scott Allen, Ar Signs & Creative Inc.
Mailing Address: 447 A Northwew Dr.
City: Tackson State: MS Zip: 3420Ce
Contact Phone: (601) 365-9595 Fax: NA
Email: sallen @ aplusigns. com bhughes @aplusigns. com
VIII. CURRENT PROPERTY OWNER(S):
Name: BTC Energy, LLC Rep: David Times.
Malling Address: 3100 old canton Road, Suite 202
City: Jackson State: MS Zip: 392/6
Email: david@david turner companies, com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00



SIGNS/LICENSE DIVISION

Sign Variance. App: Campbells Craft Donuts.

#### DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License

Manager and staff may inspect the subject proper verifications and data necessary for preparation of	
The above information is true and complete to the	best of my knowledge.
WITNESS THE SIGNATURE(S) of the owner(	(s) of the subject property located at
1121 N. Jefferson St	Jackson, Mississippi
On this the 22 day of October	, 20
STATE OF MISSISSIPPI COUNTY OF HINDS	
Personally came and appeared before me, the v	within named:
David Times	
Who signed and delivered the above and lorego and deed on the day and year therein mentioned are the owner(s) of the subject property as describ	, and who acknowledge to me that they
GIVEN UNDER MY HAND AND OFFICIAL	SEAL OF OFFICE, this the 22
Day of October, 2019.	
	į
MY COMMISSION EXPIRES:	NOTARY PUBLIC
	CE OF MISS.
	BRANDI THOMAS
	Commission Expires

SIGNS/LICENSE DIVISION

## **Letter of Intent**

October 1, 2019

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of:	M1661661PP1
County of:	Mangon

Sworn to and subscribed before me this the

300 Unor 2019

BRANDI THOMA

Commission Expir

Seal

Notary Public



#### RECEIVED

FEB - 7 2020

SIGNS/LICENSE DIVISION

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

CITY OF JACKSON ZONING DIVISION
Date 2-7-20
Zone_CMU-1
Approved By
Note

Sign and License Division Manager

DATE RECEIVED IN OFFICE:

Applicant's Signature

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name Scott Allen A+ Signs & Creative Address 4147 A Northwiew DR.  City Tackson State MS Zip 39206  Phone ((001) 355-9595  Bonded and Insured Yes   No      City of Jackson Privilege License #		Business Address  Owner's Name M  Phone (769)	amphells Craft Donuts 1119 N. Jefferson St. itchell Moore 300 - 2790
GROUND-MOUNTED:	BUILDING-	MOUNTED:	TYPE OF LIGHTING:
Overall Height  Height  Length  Square Footage  Wind Pressure  Billboard []	Height 84" Tall Length 18" Wide  Square Footage 7'×1.5'=10.5  Wall Area mounting to corner of building— See frontage document		Internal [ External [ ]  UL#
WORDING ON SIGN(S):			ZONING CLASS: CMU-1
Temporary Banner Plot Drawin		Drawings	Date Inspected:  APPROVED  DISAPPROVED
I hereby certify that I have read this applicat with all City Ordinances, Codes, and State La agent for the herein described work.	ion and that all informs		is true and correct; that I agree to comply e owner or authorized to act as the owner's

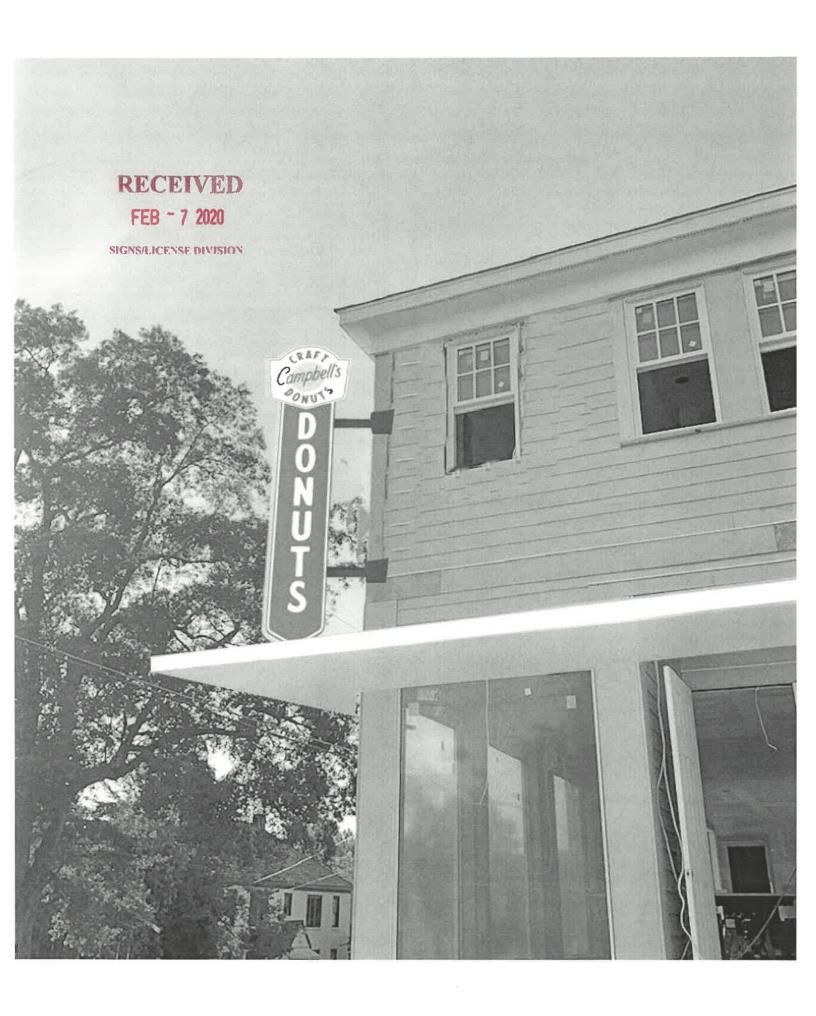
Date

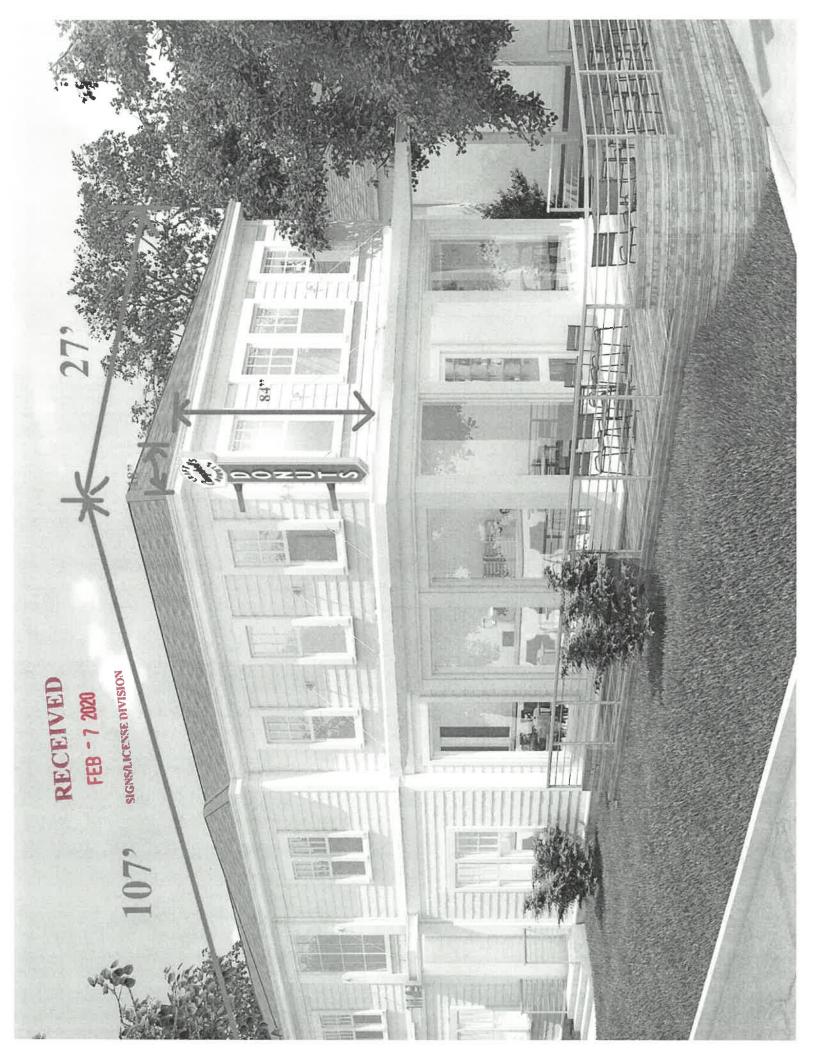
FEB - 7 2020

Non-lighted with external lights

3/8" thick flat cut aluminum on stud mounts with spacers.

9'5" wall space 84" lights mounted to canopy ampbells steel brackets SIGNS/LICENSE DIVISION







SIGNS/LICENSE DIVISION

HindsCountyMs com Database Back Print Page

#### Landroll Detail

Parcel Number	Map Reference Number		
19-88	649.00 1 351.00	View Map Property Taxes Gis Map	
Subdivision No.	Homestead Exemption A	ccount Numbers	
1272			
Assessed Owner	Assessed Values		
BTC ENERGY LLC	Land Value	9,075	
ATTN: DAVID TURNER	Improvement Value	11,174	
700 N AGENCY LN	Total	20,249	
RIDGELAND MS 39157	Appraised Values	Appraised Values	
Location	Land Value	60,500	
1119 N <u>JEFFERSON ST</u> 21	Improvement Value	74,490	
Legal Description	Total	134,990	
LOT 1 BLK K NORTH PARK ADDN	Building Info.	Building Info.	
LOT I BEKK NOKIII FAKKADDN	Type	APT	
	Base Area	2,359	
0	Adjusted Area	2,370	
	Year Built	1949	
	Deed Info.		
	Book & Page	7223-9983	
Acreage Info	Date	11/13/2018	
Cultivated Acres 0.0	0		
Uncultivated Acres 0.0	0		

Back Search

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Contact Webmaster

Phone Numbers

Map to our Office

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 7 May 26, 2020 WHEREAS, Campbell's Craft Donuts, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

IT IS THEREFORE, ORDERED that Campbell's Craft Donuts is hereby (denied) a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (would not) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (will) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#
Date:

By: Coleman, Hillman, Lumumba

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/13/2020 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	To erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	1119 N. Jefferson St. (Ward 7)
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division
8.	COST	N/A
9.	Source of Funding General Fund Grant Bond Other	N/A
10.	EBO participation	ABE         %         WAIVER yes

Revised 2-04



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

#### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

FROM:

Jordan Hillman, Director

Department of Planning & Development

DATE:

February 13, 2020

RE:

Sign Variance

Campbell's Craft Donuts, located at 1119 N. Jefferson Street, is requesting a variance to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

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

Facsimile: (601) 960-1756

#### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney (

Date

SIGNS/LICENSE DIVISION

FOR OFFI	CE US	E ONLY

CASE NO.:

## CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: Campbells Craft	
Donut S, 1119 North Jefferson Street	
II. Purpose for requested Sign Variance: (Brief Description)	
The purpose of this requested sign variance is to provide adequate signage for Camp bull Craft Donuts.  III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO  If yes, please give details and dates of violations:	
IV. Are there any Restrictive Covenants? NO If yes, please attach copies	
V. What is the Zoning classification of property? CMU-1 If yes, please attach copies of agency findings and decisions.	
VI. APPLICANT'S INFORMATION:	
Name: Business: Campbells Craft Donds, Ounes: Mailing Address: 1119 North Jefferson Street	Moore Moore
City: Jackson State: MS Zip: 39202	
Contact Phone: 769-300-2790 Fax: N/A	
Email: Mitchell (2) campbells bakeny. ms	

## SIGNS/LICENSE DIVISION

VII. AFTIALANT WILL BE REPRESENTED BY:
Name: Scott Allen Ar Signs & Creative Inc.
Mailing Address: 4147 A. Northwew De.
City: Tacleson State: MS Zip: 3420Ce
Contact Phone: (601) 365-9595 Fax: N/A
Email: sallen@aplusigns.com, bhughes@aplusigns.com
VIII. CURRENT PROPERTY OWNER(S):
Name: BTC Energy, LLC Rep: David Times
Mailing Address: 3100 old Canton Road Suite 202
City: Jackson State: MS Zip: 39216
Email: david@david turner companies, com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

SIGNS/LICENSE DIVISION

Sign Variance App: Campbells Craft

#### DECLARATION:

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

verifications and data necessary for preparation of its report to the City Council. The above information is true and complete to the best of my knowledge. WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at 1121 N. Jefferson St. Jackson, Mississippi On this the 22 day of October , 20 ... STATE OF MISSISSIPPI COUNTY OF HINDS Personally came and appeared before me, the within named: David Turner Who signed and delivered the above and lorogoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22 Day of October , 2019.

SIGNS/LICENSE DIVISION

## **Letter of Intent**

October 1, 2019

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of:	M1661661PP1
County of:	Maggon

Sworn to and subscribed before me this the

2019 2019

BRANDI THOMA

Seal

Notary Public

To whom it may concern:

SIGNS/LICENSE DIVISION

The representative of 1119 North Jefferson Street is requesting building mounted signage for Campbell's Craft Donuts, a new donut shop opening in The Belhaven Town Center area. The Belhaven Town Center includes retail, entertainment, office and residential spaces. This area is going to be a lively center of activity for homeowners, visitors and businesses. Campbell's Craft Donuts is proposing signage that will be cohesive with the plans for this area as well as inviting to its customers and surrounding homeowners.

Campbell's Craft Donuts is in a CMU-1 zoning district. According to the code allowances, "projecting" or blade signs are restricted to 6 square feet. This is not enough area to make the visual impact that Campbell's Craft Donuts will need in order to be successful.

In order to have a successful business, Campbell's Craft Donuts will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

For marketing and aesthetic purposes, we are requesting a single blade sign for the business. The blade sign will be the Campbell's Craft Donuts logo fabricated out acrylic individual letters and mounted to an aluminum cabinet. The sign will be located on the northeast corner of the building.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area.

Date 2/5/20

Thank you for your consideration and time.

David Turner being the managing representative of BTC Energy LLC, the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.



#### RECEIVED

FEB - 7 2020

SIGNS/LICENSE DIVISION

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

	CITY OF JACKSON ZONING DIVISION
E	Date_2-7-20
z	one_CMU-1
A	pproved By
N	ote

#### DATE RECEIVED IN OFFICE:

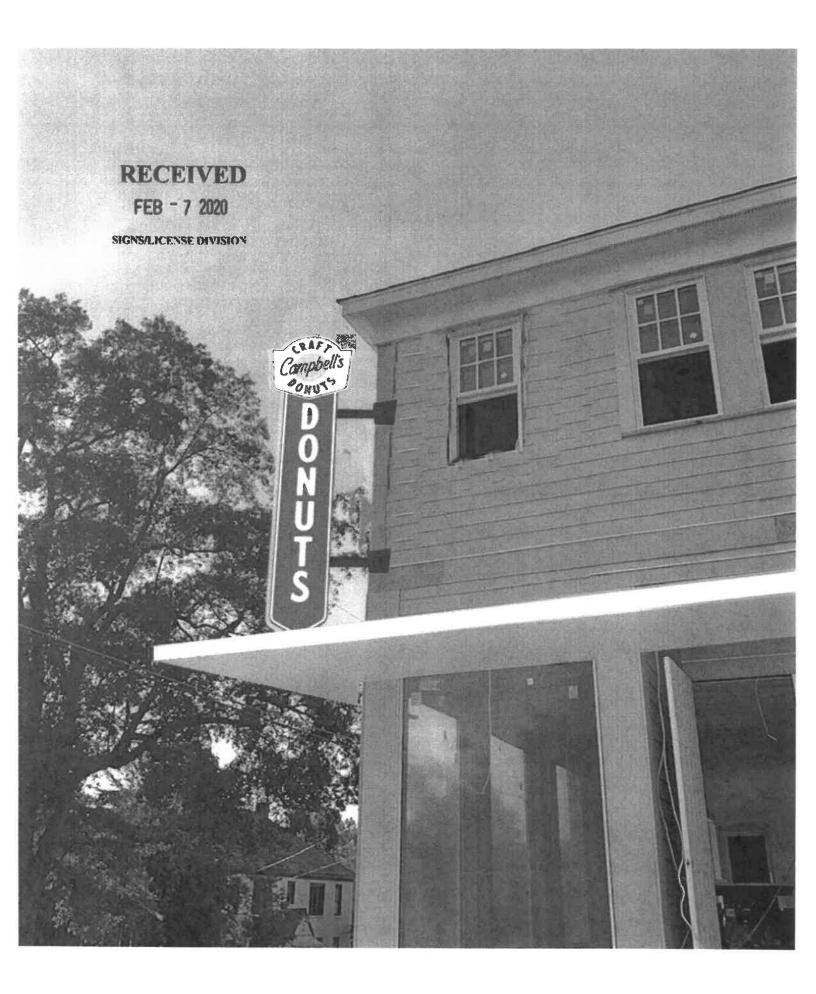
CONTRACTOR/ERECTOR:			ATION/ADDRESS OF SIGN:
Bonded and Insured		Business Address Owner's Name M Phone (769)	ampholis Craft Donuts 1119 N. Jefferson St. itcheu Moore 300 - 2790
GROUND-MOUNTED:	BUILDING-I	MOUNTED:	TYPE OF LIGHTING:
Overall Height  Height  Length  Square Footage  Wind Pressure  Billboard	Length 18" Wide  Square Footage 7'× 1.5'= 10.5  Wall Area mounting to		Internal [] External []  UL#_ Sign Material Type: Externally lighted blade sign - aluminum Cabinet, acrylic lettering.
"Campbui's Craf	on sign(s):	View or the factor of the company of	ZONING CLASS: CMU-1  Date Inspected:
Temporary Banner  Plot Drawin		Drawings 🗀	APPROVED  DISAPPROVED
I hereby certify that I have read this applicat with all City Ordinances, Codes, and State La agent for the herein described work.	ion and that all informa ws regulating sign cons	ition contained herein struction; that I am the	is true and correct; that I agree to comply owner or authorized to act as the owner's
July	10/15/19	-	
Applicant's Signature	Date		Sign and License Division Manager

FEB - 7 2020

Non-lighted with external lights

3/8" thick flat cut aluminum on stud mounts with spacers.

9'5" wall space 84" lights mounted to canopy CAUNO steel brackets SIGNS/LICENSE DIVISION



RECEIVED FEB - 7 2020 SIGNERALCENSE DIVISION

#### RECEIVED

FEB - 7 2020



SIGNS/LICENSE DIVISION

☐ HindsCountyMs.com ☐ Database ☐ Back

Print Page

#### Landroll Detail

Parcel Number		Map Reference Number	
19-88		649.00 1 351.00	View Map Property Taxes Gis Map
Subdivision No.		Homestead Exemption A	ccount Numbers
1272			
Assessed Owner		Assessed Values	
BTC ENERGY LLC		Land Value	9,075
ATTN: DAVID TURNER		Improvement Value	11,174
700 N AGENCY LN		Total	20,249
RIDGELAND MS 39157		Appraised Values	
Location  1119 N JEFFERSON ST  21  Legal Description		Land Value	60,500
		Improvement Value	74,490
		Total	134,990
LOT 1 BLK K NORTH PARK ADDN		Building Info.	
LOT I BLK K NORTH PARK A	IDD.	Type	APT
		Base Area	2,359
Y		Adjusted Area	2,370
		Year Built	1949
		Deed Info.	
		Book & Page	7223-9983
Acreage Info.		Date	11/13/2018
Cultivated Acres	0.00		
Uncultivated Acres	0.00		

Back Search

Monday, September 30, 2019

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Phone Numbers

Map to our Office

## ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEUSTAR INC. FOR THE .US TOP LEVEL DOMAIN

WHEREAS, the United States Department of Commerce has contracted with Neustar Inc. (Neustar) to host the official country code domain of the United States (.us) and Neustar has successfully administered this critical domain; and

WHEREAS, the City of Jackson has utilized the .us domain issued and hosted by Neustar since 1998; and

WHEREAS, the top-level locality domain name registration agreement from Neustar is currently due for renewal; and

WHEREAS, Neustar is the sole provider of the .us domain; and

WHEREAS, the need for continued use of the .us domain has been analyzed and entering the agreement is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with Neustar Inc. for the continued use of the .us top level domain at no cost.

Agenda Item No. 10 May 26, 2020

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5-5-2020

		DATE
	POINTS	COMMENTS
1.	Brief Description	Renewal for the City's .us domain.
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 Departments
4.	Benefits	Continued use of the .us domain
5.	Schedule (beginning date)	ASAP
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department Consultant	Department of Administration, Information Systems Division
8.	COST	No cost is associatied.
9.	Source of Funding General Fund Grant Bond Other	
10.	EBO participation	ABE



200 South President Street 2001SOfficerBadeh7 Street PosksOffiMiBissippi 39205-0017 Jackson, Mississippi 39205-0017

#### **MEMORANDUM**

To:

Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director

Department of Administration

Date:

May 1, 2020

Re:

.US Locality Domain Name Registration Agreement

The City of Jackson utilizes the .us domain at no cost administered by Neustar Inc. Neustar Inc. ("Neustar") is the sole provider of the .us top level domain.

The United States Department of Commerce has contracted with Neustar since 2001 to host the official country code domain of the United States (.us). Neustar has successfully administered this critical domain since 2001,

The City of Jackson's has used the .us domain since 1998. There is no cost associated with entering into an usTLD locality domain name registration agreement with Neustar.

I recommend entering into an agreement with Neustar Inc. for the continued use of the .us domain.

LW/fw

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

Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEUSTAR INC. FOR THE .US TOP LEVEL DOMAIN is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney

Date

TH TOPM



#### **usTLD LOCALITY DOMAIN NAME REGISTRATION AGREEMENT**

Please use this form to create and/or update contacts or nameservers for your .US Locality domain name(s). Once completed, please contact .US Customer Support at <a href="mailto:dotus@support.neustar">dotus@support.neustar</a> for information and next steps to complete the process.

Terms and Conditions apply. Completion of the usTLD Locality Registration Agreement and Domain Name Contact Form signifies your electronic execution and acceptance of the usTLD Locality Domain Name Registration Terms & Conditions.

#### usTLD Locality Domain Name Registration Terms & Conditions.

Page 1 of 3

The usTLD Locality Domain Name Registration Terms and Conditions (the "Terms & Conditions"), sets forth the terms and conditions governing Registrant's use of the registered .us locality domain name(s) from Registry Services, LLC ("Neustar"), acting in its capacity as the usTLD Administrator, and is made effective as of the date of electronic acceptance ("Effective Date"). Any acceptance of Registrant's application or requests for Service and the performance of usTLD Administrator's Service will occur at Registry Services, LLC, a Neustar company, 21575 Ridgetop Circle, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.

Your electronic acceptance of the Terms & Conditions signifies that you have read, understand, acknowledge and agree to be bound by these terms, which incorporates by reference each of (i) Neustar's Terms of Use, (ii) all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the .US top-level domain ("uSTLD") in which you register any locality domain name ("Registry Policies"), and (iii) any limits, product disclaimers or other restrictions presented to you on the usTLD Locality Based Structure landing page of the About.us website (the "Site").

Please review the full Terms & Conditions here, (https://www.about.us/policies/ustid-locality-registrant-terms-and-conditions)
Please review the usTLD Registry Policies here, (https://www.about.us/policies)

I agree to the usTLD Locality Domain Name R	legistration Terms & Conditions.
I agree to abide by the usTLD Registry Policie	s including the usTLD Nexus Policy.
Date: 01 May 2020	
List of Registered Name(s) to create/update data:	
CITY_JACKSON.MS.US	
Passphrase: (For .US Support use only)	
Current	Update (if applicable)
Please see the next page to create/update Contact dat	ia.
usTLD Locality Domain Name Registration Form	



 $\square$  Check here if the Registrant information should be used for all Contact data.

REGISTRANT:	ADMINISTRATIVE: (If different than Registrant)
Full Name: Mayor Chokwe Antar Lumumba	Full Name: Fredrick Wilson
Organization: City of Jackson	Organization: City of Jackson
Address 1: 219 S. President Street	Address 1: 353 S. Congress Street
Address 2:	Address 2:
City: Jackson	City: Jackson
State: MS	State: MS
<b>Zip Code</b> : 39201	Zip Code: 39205
Country: US	Country; US
Phone Number: 601-960-1084	Phone Number: 601-960-1395
Email: calumumba@jacksonms.gov	Email: fwilson@jacksonms.gov
Nexus Code: P5, C21	Nexus Code: P5, C21

TECHNICAL: (If different than Registrant)	BILLING: (If different than Registrant)
Full Name: Fredrick Wilson	Full Name: Fredrick Wilson
Organization: City of Jackson	Organization: City of Jackson
Address 1: 353 S. Congress Street	Address 1: 353 S. Congress Street
Address 2:	Address 2:
City: Jackson	City: Jackson
State: MS	State: MS
Zip Code: 39205	Zip Code: 39205
Country: US	Country: U5
Phone Number: 601-960-1395	Phone Number: 601-960-1395
Email: fwilson@jacksonms.gov	Email: fwilson@jacksonms.gov
Nexus Code: P5, C21	Nexus Code: PS, C21



DOMAIN MANAGER: (Not available to change)	NAMESERVERS: (Two authoritative nameservers are mandatory)
Full Name: NEUSTAR	Hostname 1: NS1
Organization: NEUSTAR	IP Address 1: 173.239.235.12
Address 1: 21575 Ridge top Circle	Hostname 2: NS2
Address 2:	IP Address 2: 173.239.235.56
City: Sterling	Additional Nameservers (if applicable):
State: VA	Hostname:
Zip Code: 20166	IP Address:
Country: U5	Hostname:
Phone Number: +1.571.434.5728	IP Address:
Email: dotus@support.neustat	Hostname:
Nexus Code: PS, C21	IP Address:

<sup>\*\*</sup> Please note that Country code and Nexus data is mandatory and unavailable to be updated per policies for the registration of .US Locality domain names.

#### **AUTHORIZED BY:**

\*Click here to sign

FREDRICK WILSON

\*Enter your job title

01 May 2020

## ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE

WHEREAS, the Environmental System Research Institute ("ESRI") mapping software is currently utilized by the Information Systems Division of the Department of Administration; and

WHEREAS, the existing software maintenance agreement for the City's ESRI software expires on July 14, 2020; and

WHEREAS, in order to ensure the continued maintenance of the City's ESRI software, it is necessary to execute another maintenance agreement with ESRI; and

WHEREAS, ESRI, Inc., has proposed one year of maintenance service to the City's ESRI software, as well as perform needed service upgrades to said software to ensure the City is in line with current standards; and

WHEREAS, the Information Systems Division of the Department of Administration recommends the execution of a software maintenance agreement with ESRI, Inc., at a cost not to exceed twenty-seven thousand and seven hundred and seventy-six dollars and 0/100 cents (\$27,776.00) for a term period beginning July 15, 2020 and ending July 14, 2021.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute, and the City Clerk to attest, a maintenance agreement with ESRI, Inc., to provide maintenance and service upgrades to the City's ESRI software, at a cost not to exceed twenty-seven thousand and seven hundred and seventy-six dollars and 0/100 cents (\$27,776.00) for a term period beginning July 15, 2020 and ending July 14, 2021.

Agenda Item No. 11 May 26, 2020

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

<u>5/12/20</u>

DATE

4	POINTS	COMMENTS	
1.	Brief Description/Purpose	Authority to allow the Mayor to execute and City Clerk to attest to an software maintenance agreement with ESRI, Inc.	
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention, Changes in City Government, Neighborhood Enhancement, Economic Development, Infrastructure and Transportation, and Quality of Life	
	Who/What will be affected	City of Jackson will benefit from this agreement because it will allow it to better use our ESRI software.	
3	Benefits	ArcNews, ESRI's Quarterly Newsletter; complimentary registrations to the annual ESRI User Conference; technical support and software updates	
4. Schedule (Beginning date) July 15, 2020		July 15, 2020	
Location: WARD CITYWIDE (yes or no) (area) 'roject limits if applicable		Yes	
<ol> <li>7.</li> </ol>	Action initiated by:  Dity Department Consultant	Administration	
8.	COST	\$27,776.00	
9.	Source of Funding General Fund Enterprise Grant Bond Other	Account# 004.904.00.6464	
10.	EBO participation	ABE	

Revised 3-09



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

#### **MEMORANDUM**

TO: Mayor Chokwe Antar Lumumba

FROM: LaaWanda Horton, Director of Administration LWH

SUBJECT: ESRI'S Software Maintenance Agreement

DATE: May 8, 2020

\*

Geographic Information Systems uses the Environmental System Research Institute, Inc. ("ESRI") mapping software to combine mapping with database to generate maps and reports that can help users to improve planning and decision making. The software maintenance agreement on the ESRI's software will expire on July 14, 2020 and will need to be renewed. The cost of renewal is \$27,776.00. The renewal term will be July 15, 2020 through July 14, 2021.

This software maintenance agreement provides the following benefits: technical support, software updates and complimentary registrations to the annual ESRI User Conference. These services will ensure the Department is aware of the most rapid advancements in GIS technology and also will ensure the Department's successful use of ESRI software.

Based on the above, the Department recommends that we enter into a one year software maintenance agreement with ESRI to provide maintenance service and upgrades at a cost of \$27,776.00.

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

#### **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney

Date





**Subject: Renewal Quotation** 

Date: 04/22/2020

To: Eugene Watt

Organization: City of Jackson

Administration Dept

Fax #: 601-960-2192 Phone #: 601-960-1853

From: Josh Sianez

Fax #: 909-307-3083 Phone #: 888-377-4575 Ext. 3697

Email: jsianez@esri.com

Number of pages transmitted

(including this cover sheet): 6

Quotation #25957087

Document Date: 04/15/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



Quotation

Date: 04/15/2020

**Quotation Number: 25957087** 

Contract Number: 2003MPA6052

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.

380 New York Street Redlands, CA 92373-8100

Attn: Josh Sianez

Please include the following remittance address

on your Purchase Order:

Environmental Systems Research Institute, Inc.

P.O. Box 741076

Los Angeles, CA 90074-1076

City of Jackson Administration Dept Information Systems Div 353 S Congress St Jackson MS 39201

Attn: Eugene Watt Customer Number: 10488

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/15/2020 End Date: 07/14/2021	3,030.00	3,030.00
1010	5	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/15/2020 End Date: 07/14/2021	1,212.00	6,060.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 07/15/2020 End Date: 07/14/2021	1,515.00	1,515.00
3010	2	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 07/15/2020 End Date: 07/14/2021	1,212.00	2,424.00
4010	1	87232	505.00	505.00

#### Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Josh Sianez

Ext: 3697

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



## Quotation Page 2

Date: 04/1	5/2020	Quotation Number: 25957087		r: 2003MPA6052
em Qty	Material#		Unit Price	Extended Price
	ArcGIS Spatial Ar Start Date: 07/14 End Date: 07/14		laintenance	1
010 3	87233 ArcGIS Spatial Ar Start Date: 07/14 End Date: 07/14		202.00 y Maintenance	606.00
010 1	87198 ArcGIS 3D Analy Start Date: 07/14 End Date: 07/14		505.00 tenance	505.00
010 1	100571 ArcGIS Network A Start Date: 07/14 End Date: 07/14		505.00 Maintenance	505.00
3010 3	100572 ArcGIS Network Start Date: 07/1 End Date: 07/14		202.00 ary Maintenance	606.00
0010 1	114511 ArcPad Maintena Start Date: 07/1 End Date: 07/14	5/2020	253.00	253.00
0010 1			101.00	101.00
1010 1			2,525.00 ng USA State Concurren	2,525.00 at Use Term License
2010 3	153148 ArcGIS Online Cr Start Date: 07/1 End Date: 07/14		505.00 icense	1,515.00
3010 1	1 153417		101.00	1,111.00



## Quotation Page 3

Date: 04/15/2020		5/2020 Quotation Number: 25957087	Contract Number: 2003MPA6052		
Item	Qty	Material#	Unit Price	Extended Price	
		ArcGIS Business Analyst Web App Online Term License Start Date: 07/15/2020 End Date: 07/14/2021			
14010	5 5	157007 ArcGIS Community Analyst Web App Online Term License Start Date: 07/15/2020 End Date: 07/14/2021	101.00	505.00	
15010	0 2	159044 ArcGIS Insights in ArcGIS Online Term License Start Date: 07/15/2020 End Date: 07/14/2021	505.00	1,010.00	
1601	0 1	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from A Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated M Start Date: 07/15/2020 End Date: 07/14/2021		5,000.00 tenance Includes	
1602	0 1	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrate Item equals \$2,000.00 of the bundled price. Start Date: 07/15/2020 End Date: 07/14/2021	ed Maintenance		
1603	0 1	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated MItem equals \$3,000.00 of the bundled price. Start Date: 07/15/2020	1aintenance		

Item Subtotal Estimated Tax

27,776.00

0.00

Total

USD 27,776.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

End Date: 07/14/2021



Quotation Page 4

Contract Number: 2003MPA6052

Unit Price

Extended Price

Date: 04/15/2020 Item Qty Material#

#### Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

**Quotation Number: 25957087** 

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/

product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at

http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]



## **Quotation** Page 5

Date: 04/15/2020		5/2020	Quotation No: 25957087 Customer No: 10488		Contract No: 2003MPA6052		
Item	Qty	Material#			Unit Price	Extended Price	

US FEDERAL CUSTOMERS: If you are a federal cu purchase order is required to receive an invoice. P		
By signing below, you are authorizing Esri to issue USDplus sales tax, if applicab		the amount of
Please check one of the following:		
I agree to pay any applicable sales tax.		
I am tax exempt. Please contact me if Esri d	oes not have my current exem	pt information on file.
Signature of Authorized Representative	Date	
Name (Please Print)	Title	

455 East Capitol Street Post Office Box 2779 Jackson. Mississippi Tclephone: (601) 960-1799 Facsimile: (601) 960-1799

### **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROJECT CHANGE REQUEST WITH TYLER TECHNOLOGIES, INC. FOR THE CONVERSION OF UNUSED FUNDS TO BE ALLOCATED FOR IMPLEMENTATION SERVICE HOURS is legally sufficient for placement in

NOVUS Agenda.

Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROJECT CHANGE REQUEST WITH TYLER TECHNOLOGIES, INC. FOR THE CONVERSION OF UNUSED FUNDS TO BE ALLOCATED FOR IMPLEMENTATION SERVICE HOURS

WHEREAS, an agreement between the City of Jackson and Tyler Technologies was signed in December 2018 for software, hardware, and implementation services for an Enterprise Resource Planning System "ERP"; and

WHEREAS, all data (Accounting, Capital Assets, Inventory, and Project Grant Accounting) was imported resulting in unused funds; and

**WHEREAS**, the agreement provides for converting unused funds for additional purposes such as this; and

WHEREAS, the unused accounting module funds will be reallocated for two hundred forty-eight (248) hours of implementation services totaling \$43,400 at a rate of \$175.00 per hour; and

WHEREAS, there is no cost associated with the Project Change Request; and

**WHEREAS**, the needs for this change have been analyzed and the Project Change Request for this module is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a Project Change Request with Tyler Technologies, Inc. at no cost along with any other documents needed to implement this change.

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

 $\frac{5\text{-}18\text{-}2020}{\text{DATE}}$ 

	POINTS	COMMENTS
1.	Brief Description	Project Change Request to reallocate accounting conversion expenses for implementation service hours.
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 Departments
4.	Benefits	Will allow unused money for conversion expenses to be used for implementation service hours with no impact on project budget.
5.	Schedule (beginning date)	Final date of execution by both parties.
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide
7.	Action implemented by:  City Department  Consultant	City Department
8.	COST	\$0.00
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

#### Department of Administration



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

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director

Department of Administration

Date: Thursday, May 7, 2020

Re: Purchase Justification for moving un-needed conversion expenses to needed

implementation service hours.

In December 2018, the City of Jackson entered into an agreement with Tyler Technologies for software, hardware and implementation services for an Enterprise Resource Planning System. The Enterprise Resource Planning System was used to replace the City of Jackson's financial system and several stand-alone applications in various departments.

The Tyler Technologies agreement provides for amendments in writing by both parties to add software and services (Section I paragraph 11 located at page 9). The addendum proposed enables unused money for the conversion of data, which was not needed, to implementation service hours which are needed.

The quote received from Tyler Technologies in the amount of \$43,400.00 has no impact of the project's budget.



Sales Quotation For

City of Jackson

PO Box 17

Jackson, MS 39205-0017

Phone +1 (601) 960-1033

Quoted By:

David Regnery

Date:

4/27/2020

Quote Expiration:

7/27/2020

Quote Name:

City of Jackson-ERP-Change Order

Quote Number:

2019-93295

Quote Description:

Change Order

#### Other Services

Description	A 11. W 12. W	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Hours		248	\$175.00	\$0.00	\$43,400.00
	TOTAL	<del>.:</del>			\$43,400.00
Summary	One Time Fees	Recurring Fees			
Total Tyler Software	\$0.00	\$0.00			
Total Tyler Services	\$43,400.00	\$0.00			
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00			
Summary Total	\$43,400.00	\$0.00			
Contract Total	\$43,400.00				

	e contract or amendment thereto, pricing ate or the Effective Date of the contract, v		
Customer Approval:	Date:		
Print Name:	P.O. #:	3 <del></del>	
2019-93295 - Change Order		CONFIDENTIAL	1 of 2

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON (JACKSON MEALS MATTER) AND THE BOYS & GIRLS CLUB OF MISSISSIPPI TO TRANSFER OWNERSHIP OF EQUIPMENT (FREEZER) PURCHASE WITH FUNDS FROM THE CHAMPS GRANT(JACKSON MEALS MATTER).

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs, its property, and finances are vested with municipal affairs, its property and finances are vested with municipal governing authorities; and

WHEREAS, the City of Jackson (Jackson Meals Matter) CHAMPS Grant specifies that the grant funds shall be utilized to purchase equipment (freezer) for specified programs, including but not limited to the Boys and Girls Club of Mississippi; and

WHEREAS, the Department purchased the freezer using the CHAMPS Grant funds, which is a proper use under said funds.

IT IS HEREBY ORDERED that The City of Jackson will enter into a Memorandum of Understanding with the Boys & Girls Club of Mississippi to transfer ownership of equipment (freezer) purchased with funds from the CHAMPS GRANT (Jackson Meals Matter) that specifically allows for said use.

Kidd, Lumumba

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

#### **DATE 4/30/2020**

	POINTS	COMMENTS			
1.	Brief Description/Purpose	Order authorizes Mayor to execute a Memorandum of understanding between the City of Jackson (Jackson Meals Matter) and The Boys and Girls Club of Mississippi to pass ownership of equipment (freezer) purchase with funds from the Champs Grant (Jackson Meals Matter)			
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	Youth in the City of Jackson.			
4.	Benefits	The benefit is to ensure that the Boys & Girls Club of Jackson are able to store frozen food for the youth in the City of Jackson through the equipment provided by the City of Jackson Champs Grant (Jackson Meals Matter).			
5.	Schedule (beginning date)	When funds are awarded.			
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 Champs			
8.	COST	\$1725.00			
9.	Source of Funding General Fund Grant Bond Other	Grant Funds Champs Grant (Jackson Meals Matter)  001 43525  る よ 99			
10.	EBO participation	ABE			



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: April 30, 2020

SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON (JACKSON MEALS MATTER) AND THE BOYS AND GIRLS CLUB OF MISSISSIPPI TO PASS OWNERSHIP OF EQUIPMENT (FREEZER) PURCHASE WITH FUNDS FROM THE CHAMPS GRANT (JACKSON MEALS MATTER).

This agenda item authorizes the execution of a Memorandum of Understanding between the City of Jackson and The Boys & Girls Club of Mississippi to pass ownership of a freezer which will be purchase with funds from the Champs Grant (Jackson Meals Matter).

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

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON (Jackson Meals Matter) AND THE BOYS & GIRLS CLUB OF MISSISSIPPI

**PURPOSE:** This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Jackson (City) and the Boys & Girls Club (B&G) and any other parties involved in the operation and maintenance of the Jackson Meals Matter (JMM) CHAMPS campaign to continue partnership and collaboration around B&G anti-hunger campaign efforts after the official conclusion of the CHAMPS grant.

BACKGROUND: JMM, The Peoples Advocacy Institute, UMMC, Sowreapfeed, and B&G began collaborating together in response to the covid-19 pandemic. Our goal is to provide as many meals as possible to families in need during the pandemic. As B&G has already been successful in running their own after school and summer meals program, JMM decided to supplement their existing programs with the purchase of a new freezer to help store food and resources for their feeding programs.

EFFECTIVE AND TERMINATION DATE: This MOU will take effect upon delivery of the equipment and shall remain in effect until B&G no longer wishes to collaborate with the City or JMM on its anti-hunger efforts, or until B&G terminates its summer and after school feeding programs. Either party may terminate this MOU upon delivery of written notice to the other party.

#### **SUMMARY OF ROLES AND RESPONSIBILITIES:**

#### JMM will:

- Utilize its own mass communication channels, such as the JMM website, various newsletters, and reports, to amplify events and activities related to B&G anti-hunger efforts.
- Pass ownership of equipment (freezer) purchased with CHAMPS money to B&G.
- When possible provide, additional assistance around anti-hunger efforts as requested by B&G.
- Assist in organization efforts to bring together community stakeholders to plan and discuss around anti-hunger efforts.

#### **B&G will:**

- Continue to build on the partnerships and collaborations established through the CHAMPS grant to build community support for campaign efforts.
- Utilize any and all equipment purchased with CHAMPS grant funds to continue antihunger efforts in the community and to increase awareness of the campaign to decrease hunger.
- Continue efforts to grow and develop anti-hunger efforts in the City.

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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON (JACKSON MEALS MATTER) AND THE BOYS & GIRLS CLUB OF MISSISSIPPI TO TRANSFER OWNERSHIP OF EQUIPMENT (FREEZER) PURCHASE WITH FUNDS FROM THE CHAMPS GRANT(JACKSON MEALS MATTER) is legally sufficient for placement in NOVUS Agenda.

Timothy Roward, City Attorney

Monica Allen, Special Assistant

Date

ALARM ECURITY

ORDER RATIFYING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM JOHNSON CONTROLS SECURITY SOLUTIONS, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH JOHNSON CONTROLS SECURITY SOLUTIONS FOR BATTLEFIELD PARK COMMUNITY CENTER, GROVE PARK COMMUNITY CENTER, JAYNE AVENUE COMMUNITY CENTER, VERGY P. MIDDLETON COMMUNITY CENTER AND MEDGAR EVERS GYMNASIUM FROM MAY 1, 2020 THROUGH SEPTEMBER 30, 2020. (WARDS 2, 3, 4 & 7) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Department of Parks and Recreation is experiencing numerous burglaries and vandalism issues; and

WHEREAS, the Department of Parks and Recreation desires to ensure all invoices are honored and paid, for security alarm and monitoring services December 14, 2019 through the present; and

WHEREAS, said vendor has provided detailed invoices and requests for payments for services rendered at the following locations as specified below; and

City of Jackson Community Centers & Gymnasiums	Johnson Controls Security Solutions	Invoice Date	Invoice No.	Invoice Amount
Jayne Avenue Community Center 3615 Jayne Ave., Jackson, MS 39213		12-14-19	33446466 - \$556.00 Time & Material Service	\$623.65
cost jujite iii ei, jaenderi, nad eraze		02-01-20	33707756 - \$59.31	
			Monthly Billing	
		02-08-20	0203123 - \$8.34 Service Charges	
Medgar Evers Gymnasium		02-08-20	33839647	\$61.40
3159 Edwards Ave., Jackson, MS 39213		00.00.00	2222242	0.00
Grove Park Community Center		02-08-20	33839648	\$62.75
4126 Parkway Ave., Jackson, MS 39209				
Vergy P. Middleton Community Center		02-08-20	33839650	\$59.31
3971 Flag Chapel Rd. Jackson, MS 39213				
Battlefield Park Community Center		02-08-20	33839651	\$71.11
953 W. Porter St., Jackson, MS 39204				
Jayne Avenue Community Center		02-08-20	33839649	\$59.31
3615 Jayne Ave., Jackson, MS 39213				
Battlefield Park Community Center		03-07-20	33991411	\$73.95
953 W. Porter St., Jackson, MS 39204				
Jayne Avenue Community Center		03-07-20	33991409	\$61.68
3615 Jayne Ave., Jackson, MS 39213				
Medgar Evers Gymnasium		03-07-20	33991407	\$63.68
3159 Edwards Ave., Jackson, MS 39213				
Vergy P. Middleton Community Center		03-07-20	33399140	\$61.68
3971 Flag Chapel Rd., Jackson, MS 39213				
Grove Park Community Center		03-07-20	33991408	\$65.26
4126 Parkway Ave., Jackson, MS 39209				
				\$1,263.78

WHEREAS, the Department desires that vendor invoices and requests for payment from December 14, 2019 through the present be honored and ratified in an amount of One Thousand Two Hundred Sixty-Three Dollars and Seventy-Eight Cents (\$1,263.78); and

Agenda Item No. 14

May 26, 2020

WHEREAS, the Department proposes to enter into an agreement with Johnson Controls Security Solutions for a term period of May 1, 2020 through September 30, 2020 in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

IT IS, THEREFORE, ORDERED that security and alarm monitoring services performed by Johnson Controls Security Solutions from December 14, 2019 through the present in the amount of One Thousand Two Hundred Sixty-Three Dollars and Seventy-Eight Cents (\$1,263.78) is hereby ratified, and the payment of One Thousand Two Hundred Sixty-Three Dollars and Seventy-Eight Cents (\$1,263.78) is authorized.

IT IS FURTHER ORDERED that the Mayor is hereby authorized to execute an agreement with Johnson Control Security Solutions for a term period of May 1, 2020 through September 30, 2020 in an amount to exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

Item No.:	1
Date:	

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

#### <u>05-06-20</u>

DATE

	POINTS	COMMENTS		
1.	Brief Description/Purpose	Order ratifying the acceptance of payments to Johnson Controls Security Solutions for invoices received December 19, 2019 through March 7, 2020.		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention Quality of Life		
3.				
4.	Benefits	To ensure payments are honored and paid, to prevent interruption of security alarm and monitoring services.		
5.	Schedule (beginning date)	Upon City Council approval.		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable			
7.	Action implemented by:  City Department  Consultant	Department of Parks and Recreation		
8.	COST	Johnson Controls Security Solutions shall be paid the amounts listed on invoice requests for payment.		
9.	Source of Funding  General Fund  Grant Bond Other	Account: 005-501.25-6419		
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:

May 1, 2020

RE:

Johnson Controls Security Solutions

This is an Order ratifying the acceptance of security and alarm monitoring services payments to Security Support Services for invoices received December 14, 2019 through March 14, 2020, in the amount of One Thousand Two Hundred Sixty-Three Dollars and Seventy-Eight Cents (\$1,263.78)

This item was removed from the claims docket, and has taken time to effectively resolve, preventing Parks & Recreation from meeting the Council Agenda deadlines.

The Department of Parks and Recreation recommends that this Order is accepted. Please give us a call at Extension 0716, if you have any questions.

Thank you.

IBHjr/pb

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779

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

### OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM JOHNSON CONTROLS SECURITY SOLUTIONS, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH JOHNSON CONTROLS SECURITY SOLUTIONS FOR BATTLEFIELD PARK COMMUNITY CENTER, GROVE PARK COMMUNITY CENTER, JAYNE AVENUE COMMUNITY CENTER, VERGY P. MIDDLETON COMMUNITY CENTER AND MEDGAR EVERS GYMNASIUM FROM MAY 1, 2020 THROUGH SEPTEMBER 30, 2020 is legally sufficient for placement in NOVUS

Agenda.

Timothy Howard, City Attorney

Monica Allen, Special Assistant

Date

#### Service Address:

3615 Jayne Ave Nter Jackson, MS 39209-5104 Statement Date: 02/10/20

**Total** Due: \$623.65



Page 3 of 6

#### Accounts Receivable Statement

Customer Number: 01300 170715727

For Questions: 1-866-298-4225 Need a copy of our new W9? Visit us at www.tycois.com/legal

Due Date	Invoice Number	Invoice Description	Purchase Order#	Amount	Payment Attached
12/14/19	33446466	Time & Material Service		\$556.00	
02/01/20	33707756	Monthly Billing		\$59.31	
02/08/20	0203123	Service Charges		\$8.34	

#### **Total Balance Due:**

\$623.65

A PORTION OF YOUR BILL IS 30 DAYS PAST DUE, PLEASE PAY THIS AMOUNT IMMEDIATELY. Please refer to the enclosed letter for additional information. If you have already paid, please disregard.

If you have recently paid these invoice(s), deduct that amount and remit the remaining balance. If original invoices are not available, please indicate what you are paying by checking the box to the right of the invoice(s) and sending this entire document with your payment.

NOTE: The accompanying invoice you received is not included on this statement. invoice when submitting payment

Current

1-30 Days

\$67.65

31-60 Days

\$556.00

61-90 Days

\$0.00

91 + Days

\$0.00

**Total Due** 

\$623.65

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

#BWNKFYG #727517071003100# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017



Customer Number: 01300 170715727 **Statement Date:** 02/10/20

Please Pav This Amount

\$623.65

Enclosed: \$ Amount

MAIL PAYMENT TO

To ensure proper payment application, please remit payment with original involce payment coupons. If original involces are not available, please indicate the invoices you are paying by checking the box(s) above and sending this entire statement with your payment. Johnson Controls Security Solutions P.O. Box 371967 Pittsburgh, PA 15250-7967 



Invoice Date 02/08/20

Invoice Number 33839647

Invoice Amount \$61.40

Payment <u>Due Date</u>



Nature Of Service: Monthly Billing

#### Current Charges:

03/01/20 - 03/31/20 Recurring Service Amount: \$61.40

Tax: \$0.00

\$61.40

#### Total Balance Due:

\$61.40

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment: **Customer Number** Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.



Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

#### **Customer Number:** 01300 170714672

**Business/Account Name:** MEDGAR EVERS GYMNASIUM

Service Address: 3159 Edwards Ave Jackson, MS 39205

For Questions: 1.800.289.2647 Need a copy of our new W9? Visit us at www.j.cois.com/legal



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Visit www.TycolS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

Page 1 of 2

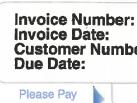
Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

257 £2 8566000 NO RP 07 0202020 THANNAN 00003978 S1 T15 5021 1 MB 0.436

#BWNKFYG #276417071003109# CITY OF JACKSON ATTN VICKIE WHITE PO BOX 17 JACKSON MS 39205-0017

գիոլներևոննեսնիային ններկային հերաբարիկայիկնիկին գույլույն

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: **Johnson Controls Security Solutions** If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.



33839647 02/08/20 Customer Number: 01300 170714672

This Amount

\$61.40

Amount Enclosed:

MAIL PAYMENT TO



P.O. Box 371967 Pittsburgh, PA 15250-7967 <u>{}</u>

Invoice Date 02/08/20

Invoice Number 33839648

Invoice Amount \$62.75

**Due Date** 

Payment



Nature Of Service: Monthly Billing

**Current Charges:** 

03/01/20 - 03/31/20 Recurring Service Amount: \$62.75

Tax: \$0.00

\$62.75

Total Balance Due:

\$62.75

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment: **Customer Number Invoice Number** 

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.



#### **Customer Number:** 01300 170714747

**Business/Account Name:** GROVE PARK COMMUNITY.

Service Address: 4126 Parkway Ave Center Jackson, MS 39213-5536

For Ouestions: 1.800.289.2647 Need a copy of our new W9? Visit us at www.jycois.com/legal



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Page 1 of 2

33839648

02/08/20

Loz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolls, IN 46256

7502 6000 NO RP 09 02092020 YMMNNNN 0003979 S1 T15 5022 1 MB 0.436

#BWNKFYG #747417071003109# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017 չուլուիցը է իրիկիրի իրիկիրը իրանի իրանակին իրանակին իրկանի հ

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Invoice Number: Invoice Date:

Customer Number: 01300 170714747 **Due Date:** 

Please Pay This Amount

\$62.75

Amount Amount Enclosed:

MAIL PAYMENT TO



Johnson Controls Security Solutions P.O. Box 371967 Pittsburgh, PA 15250-7967 

Invoice Date 02/08/20 Invoice Number 33839650 Invoice Amount \$59.31 Payment Due Date



Nature Of Service: Monthly Billing

#### **Current Charges:**

03/01/20 - 03/31/20 Recurring Service Amount: \$59.31

Tax: \$0.00

\$59.31

#### Total Balance Due:

\$59.31

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
Customer Number
Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.



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Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

## **Customer Number:** 01300 170715728

**Business/Account Name:** VERGY P MIDDLETON.

#### Service Address:

3971 N Flag Chapel Rd Community Center Jackson, MS 39213-2208

For Questions: 1.800.289.2647 Need a copy of our new W9? Visit us at www.tycois.com/legal



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Page 1 of 2

loz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

7502 & DOOD NO RP 09 02092020 YNNNNNNN 0003960 SX TX5 5023 1 MB 0.436

#BWNKFYG #827517071003108# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Invoice Number: 33839650
Invoice Date: 02/08/20
Customer Number: 01300 170715728
Due Date: 03/01/20

Please Pay
This Amount

Amount Species Sp

Johnson Controls Security Solutions P.O. Box 371967
Pittsburgh, PA 15250-7967

MAIL PAYMENT TO

Invoice Date 02/08/20

Invoice Number 33839651 Invoice Amount \$71.11

Payment Due Date



#### Nature Of Service: Monthly Billing

#### Current Charges:

03/01/20 - 03/31/20 Recurring Service Amount: \$65.84

Tax: \$5.27

\$71.11

#### Total Balance Due:

\$71.11

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment: **Customer Number** Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.



#### **Customer Number:**

01300 170716842

**Business/Account Name:** BATTELFIELD PARK.

#### Service Address:

953 W Porter St Community Center Jackson, MS 39204-3128

For Questions: 1.800.289.2647 Need a copy of our new W9? Visit us at www.tycois.com/legal



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paying your bill. Please see the back of your invoice to see how you can setup your account for automatic payments using your bank account!

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To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

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Page 1 of 2

Loz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

7502 6000 NO RP 09 02092020 YNNNNNN 0003981 S1 T15 5024 1 MB 0.436

#BWNKFYG #248617071003106# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Invoice Number: Invoice Date: Due Date:

Customer Number: 01300 170716842

Please Pay

03/01/20 \$71.11

33839651

02/08/20

Amount Amount Enclosed:

MAIL PAYMENT TO

This Amount

Johnson Controls Security Solutions P.O. Box 371967 Pittsburgh, PA 15250-7967 

Invoice Date 02/08/20

Invoice Number 33839649

Invoice Amount \$59,31

**Payment Due Date** 



Nature Of Service: Monthly Billing

Current Charges:

03/01/20 - 03/31/20 Recurring Service Amount: \$59.31

Tax: \$0.00

\$59.31

Total Balance Due:

\$59.31

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment: **Customer Number** Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.



Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

#### Customer Number: 01300 170715727

**Business/Account Name:** JAYNE AVE COMMUNITY CE.

Service Address:

3615 Jayne Ave Nter

Jackson, MS 39209-5104

For Questions: 1.800.289.2647 Need a copy of our new W9? Visit us at www.tycois.com/legal



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Page 1 of 6

33839649

Upon Receipt

02/08/20

Soz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

7502 LODO NO RP OR 02092020 YNNNNNNN 0003982 S1 T15 5025 1 MB 0.436

#BWNKFYG #727517071003100# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017

Ուքուոմչովչակչցքներուցիրութվունըքոնորհրկվիկին ով բրհրհուննիկ Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: **Johnson Controls Security Solutions** 

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Due Date: Please Pay This Amount

**Invoice Number:** 

Invoice Date:

\$59.31

Amount Amount Enclosed:

Customer Number: 01300 170715727

MAIL PAYMENT TO

Johnson Controls Security Solutions P.O. Box 371967 Pittsburgh, PA 15250-7967 



P00001-0005678

Purchase Order Number

Date 03/07/20 Invoice Number 33991411 Invoice Amount \$73.95 Payment Due Date 04/01/20



Nature Of Service: Monthly Billing

#### **Current Charges:**

04/01/20 - 04/30/20 Recurring Service Amount: \$68.47

Tax: \$5.48

\$73.95

#### **Total Balance Due:**

\$73.95

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
Customer Number
Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

## **Customer Number:** 01300 170716842

Business/Account Name:

BATTELFIELD PARK.

Service Address: 953 W Porter St Community Center Jackson, MS 39204-3128

For Questions:

1.800.289.2647



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Page 1 of 2

Loz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

7502 6000 NO RP OR 03082020 YNNNNNN 0004450 S3 737  $6111\ 1\ MB\ 0.436$ 

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Invoice Number: 33991411
Invoice Date: 03/07/20
Customer Number: 01300 170716842
Due Date: 04/01/20

Please Pay This Amount \$73.95

Amount Chicken



Purchase Order Number Date Invoice Number Amount Due Date Upon Receipt Onder Number Sales Sales

#### **Nature Of Service: Monthly Billing**

#### **Current Charges:**

04/01/20 - 04/30/20 Recurring Service Amount: \$61.68

Tax: \$0.00

\$61.68

#### **Total Balance Due:**

\$61.68

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
Customer Number
Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

## **Customer Number:** 01300 170715727

Business/Account Name: JAYNE AVE COMMUNITY CE.

#### Service Address:

3615 Jayne Ave Nter Jackson, MS 39209-5104

For Questions:

1.800.289.2647



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Loz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

7502 6000 NO RP 08 03082020 YNNNNNNN 0004453 \$3 \$139  $6112\ 1\ MB\ 0.436$ 

#BWNKFYG #727517071003100# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Invoice Number: 33991409
Invoice Date: 03/07/20
Customer Number: 01300 170715727
Due Date: Upon Receipt

Please Pay
This Amount

\$61.68

Amount Enclosed:

MAIL PAYMENT TO

•

Johnson Controls Security Solutions P.O. Box 371967
Pittsburgh, PA 15250-7967

Purchase Invoice Invoice Invoice Payment Johnson Controls Order Number Number Date Amount Due Date 03/07/20 33991407 \$63.86

#### Nature Of Service: Monthly Billing

#### **Current Charges:**

04/01/20 - 04/30/20 Recurring Service Amount: \$63.86

Tax: \$0.00

\$63.86

#### Total Balance Due:

\$63.86

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment: **Customer Number Invoice Number** 

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

#### **Customer Number:** 01300 170714672

**Business/Account Name:** MEDGAR EVERS GYMNASIUM

Service Address: 3159 Edwards Ave Jackson, MS 39205

For Questions:

1.800.289.2647



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loz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

7502 6000 NO RP 05 03082020 YNNNNNNN 0004447 53 T39 6108 1 MB 0.436

#BWNKFYG #276417071003109# CITY OF JACKSON ATTN VICKIE WHITE PO BOX 17 JACKSON MS 39205-0017 Մորսելի Արևեսի Ալինթային գործները և Արբելին Ալինի և Արագինային հայարական արգանական արագահանական հայարանական հ

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: **Johnson Controls Security Solutions** If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

**Invoice Number:** 33991407 **Invoice Date:** 03/07/20 Customer Number: 01300 170714672 **Due Date:** 

Please Pay This Amount \$63.86

Amount Amount Enclosed:

MAIL PAYMENT TO

Johnson Controls Security Solutions P.O. Box 371967 Pittsburgh, PA 15250-7967 

Invoice Date 03/07/20

Invoice Number 33991410

Invoice Amount

\$61.68

P00003-0005577 Payment **Due Date** 



Nature Of Service: Monthly Billing

Purchase

Order Number

#### Current Charges:

04/01/20 - 04/30/20 Recurring Service Amount: \$61.68

Tax: \$0.00

\$61.68

#### **Total Balance Due:**

\$61,68

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment: **Customer Number** Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

**Customer Number:** 01300 170715728

**Business/Account Name:** VERGY P MIDDLETON .

Service Address: 3971 N Flag Chapel Rd Community Center Jackson, MS 39213-2208

For Questions:

1.800.289.2647



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Joz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolis, IN 46256

7502 6000 NO RP 06 0306000 NMKNNNNY D50444 ST 119 6110 1 MB 0.436

#BWNKFYG #827517071003108# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017 

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Invoice Number: 33991410 Invoice Date: 03/07/20 Customer Number: 01300 170715728 Due Date: Please Pay \$61.68 This Amount Amount

Amount Charles and Enclosed:

MAIL PAYMENT TO



Johnson Controls Security Solutions P.O. Box 371967 Pittsburgh, PA 15250-7967 <u>|</u>

Purchase Invoice Invoice Invoice **Payment** Johnson M Order Number Number Date Amount Due Date Controls 03/07/20 33991408 \$65.26

#### **Nature Of Service: Monthly Billing**

#### **Current Charges:**

04/01/20 - 04/30/20 Recurring Service Amount: \$65.26

Tax: \$0.00

\$65.26

#### Total Balance Due:

\$65.26

Did you know... Failure to include your invoice could cause a delay in processing your payment.

**Don't Forget to Include the Following With Your Payment: Customer Number Invoice Number** 

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

#### **Customer Number:**

01300 170714747

**Business/Account Name:** GROVE PARK COMMUNITY.

Service Address:

4126 Parkway Ave Center

Jackson, MS 39213-5536

For Questions:

1.800.289.2647



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Loz BRE

Johnson Controls Security Solutions 10405 Crosspoint Blvd. Indianapolls, IN 46256

7502 LOOD NO RP OB 03062020 YNNNNNNN 0004448 \$1 124 6109 1 MB 0.436

#BWNKFYG #747417071003109# CITY OF JACKSON PO BOX 17 JACKSON MS 39205-0017 

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: **Johnson Controls Security Solutions** 

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Invoice Number: 33991408 Invoice Date: 03/07/20 Customer Number: 01300 170714747 **Due Date:** 

Please Pay This Amount \$65.26

Amount Amount Enclosed:



Johnson Controls Security Solutions P.O. Box 371967 Pittsburgh, PA 15250-7967 ╀╢┇┩╏┇╬┇╟┦┦╟╢╬<del>┇╹╏╏┇╬╏┖╏╠</del>╍╂┎╁╂╏┎┩┎┆┰┧╂╍┎┨╻┰╏╏╏╟╻┠┧┎╻┎╂╂╸

MACHINE SERVICES
IZING PAYMENT FOR

ORDER RATIFYING THE ACCEPTANCE OF COPY MACHINE SERVICES FROM SOUTHERN DUPLICATING OF MS, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH SOUTHERN DUPLICATING OF MS, FOR MYNELLE GARDENS FROM MAY 1, 2020 THROUGH JUNE 30, 2020. (WARD 2) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Department of Parks and Recreation had an agreement with Southern Duplicating of MS for copy, scanner and facsimile services; however, said agreement has expired; and

WHEREAS, the Department of Parks and Recreation desires to ensure all invoices are honored and paid, for copier, scanner and facsimile services February 25, 2020 through the present; and

WHEREAS, said vendor has provided detailed invoices and requests for payments for services rendered at Mynelle Gardens as specified below; and

City of Jackson Facility	Invoice Date	Invoice No.	Invoice Amount
Mynelle Gardens, 4736 Clinton Boulevard (39204)	02-25-20	AR51172	\$71.97
	03-23-20	AR53890	\$58.09
	04-27-20	AR56685	\$58.09
Total			\$188.15

WHEREAS, the Department desires that vendor invoices and requests for payment from February 25, 2020 through April 27, 2020 be honored and authorized in an amount of One Hundred Eighty-Eight Dollars and Fifteen Cents (\$188.15).

WHEREAS, the Department is in the process of negotiating with state contract vendors to enter into a new agreement on or before June 30, 2020.

IT IS, THEREFORE, ORDERED that copy machine services provided by Southern Duplicating of MS from February 25, 2020 through the present are hereby ratified, and payment in the amount of One Hundred Eighty-Eight Dollars and Fifteen Cents (\$188.15), is authorized.

IT IS FURTHER ORDERED that the Mayor is hereby authorized to execute an agreement with Southern Duplicating of MS for a term period of April 28, 2020 through June 30, 2020, in an amount not to exceed Two Hundred and Fifty Dollars (\$250.00).

Agenda Item No. 15 May 26, 2020

**DATE** 

	POINTS	COMMENTS					
1.	Brief Description/Purpose	Order ratifying the acceptance of payments to Southern Duplicating of MS, for invoices received February 25, 2020 through the April 27, 2020 in the amount of \$404.15 and also for a term period of April 28, 2020 in an amount not to exceed \$216.00.					
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	Mynelle Gardens .					
4.	Benefits	To ensure payments are honored and paid, to prevent interruption of copier, scanner and facsimile services.					
5.	Schedule (beginning date)	Upon City Council approval.					
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 2 No					
7.	Action implemented by:  City Department  Consultant	Department of Parks and Recreation					
8.	COST  Southern Duplicating of MS shall be paid the amounts listed on invertequests for payment.						
9.	Source of Funding  General Fund  Grant  Bond  Other	Account: 005-504.80-6514					
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:

May 14, 2020

RE:

Southern Duplicating of MS

This is an Order ratifying the acceptance of Southern Duplicating of MS for copier, scanner and facsimile services from February 25, 2020 through April 27, 2020 in the amount of Two Hundred Sixteen Dollars (\$216.00).

The Department of Parks & Recreation further recommends an agreement with Southern Duplicating of MS for a term period of April 28, 2020 through June 30, 2020 in an amount not to exceed Two Hundred Sixteen Dollars (\$216.00).

This item was removed from the claims docket, and has taken time to effectively resolve, preventing Parks & Recreation from meeting the Council Agenda deadlines.

The Department of Parks and Recreation recommends that this Order is accepted.

Please give us a call at Extension 0716, if you have any questions.

Thank you.

IBHjr/pb

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 THE ACCEPTANCE OF COPY MACHINE SERVICES FROM SOUTHERN DUPLICATING OF MS, AUTHORIZING PAYMENT FOR SAID SERVICES, AND AUTHORIZING AN AGREEMENT WITH SOUTHERN DUPLICATING OF MS, FOR MYNELLE GARDENS FROM MAY 1, 2020 THROUGH JUNE 30, 2020 is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Monica Allen, Special Assistant

Date



**CONTRACT INVOICE** 

**Invoice Number:** 

AR51172

**Invoice Date:** 

2/25/2020

**Account Number:** 

CITYOFJACKSON

**Balance Due:** 

\$71.97

Bill To: CITY OF JACKSON

MYNELLE GARDENS

P.O. BOX 17

JACKSON, MS 39201

Customer: CITY OF JACKSON

P.O. BOX 17

JACKSON, MS 39201

Account No	Payment Terms	Due Date	Invoice Total	Ва	Balance Due \$ 71,97	
CITYOFJACKSON	Net 30	3/26/2020	\$ 71.97	\$		
		Invoice Remarks				
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date	
CN11066-01		\$ 71.97		11/25/2018	. PREP STOPPARATOR GAT ON	
Call C Paper Callings (SAC)	Commence of the Commence of th	Contract Remarks			And the second s	

#### **Summary:**

Contract base rate charge for the 2/25/2020 to 3/24/2020 billing period Contract overage charge for the 1/25/2020 to 2/24/2020 overage period Contract Lease Charge:

\*\*See overage details below

\$0.00 \$14.63 \*\*

\$57.34

\$71.97

#### Detail:

#### **Equipment included under this contract**

#### Kyocera/KM2050

Number Serial Number				Base Adj.	Location	ocation				
EQ02215	J3151856			\$0.00 CITY OF JACKSON P.O. B JACKSON, MS 39201			OX 17			
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage	
B\W	BW	33,655	34,630		975	0	975	0.015000	\$14.63	
									\$14.63	

RECEIVED

MAR 20 2020

MAIL ALL PAYMENTS TO: 4345 HWY 61 SOUTH CLARKSDALE, MS 38614

CITY UT JAUN. JI FINANCE DIVISION

\$71.97
\$0.00
\$71.97
\$71.97



**CONTRACT INVOICE** 

601.420.5528

Invoice Number:

AR53890

Invoice Date:

3/23/2020

Account Number:

CITYOFJACKSON

**Balance Due:** 

\$58.09

Bill To: CITY OF JACKSON

MYNELLE GARDENS

P.O. BOX 17 JACKSON, MS 39201 Customer: CITY OF JACKSON

P.O. BOX 17

JACKSON, MS 39201

Account No	Payment Terms	Due Date	Invoice Total	Ba	Balance Due \$ 58.09				
CITYOFJACKSON	Net 30	4/22/2020	\$ 58.09	\$					
Involce Remarks									
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date				
CN11066-01		\$ 58.09		11/25/2018					
· M No. Hamman and the second		Contract Remarks							

#### Summary:

Contract base rate charge for the 3/25/2020 to 4/24/2020 billing period Contract overage charge for the 2/25/2020 to 3/24/2020 overage period Contract Lease Charge:

\*\*See overage details below

\$0,00 \$0,75 \*\* \$57,34

\$58.09

#### Detail:

#### Equipment included under this contract

#### Kyocera/KM2050

Number	Serial Number	Base Adj.	Location
EQ02215	J3151856	\$0.00	CITY OF JACKSON P.O. BOX 17
			JACKSON, MS 39201

Meter T	ype Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	BW	34,630	34,680		50	0	50	0.015000	\$0.75
									\$0.75

MAIL ALL PAYMENTS TO: 4345 HWY 61 SOUTH CLARKSDALE, MS 38614

 Invoice SubTotal	\$58.09
Tax:	\$0.00
Invoice Total	\$58.09
Balance Due:	\$58.09



509 Liberty Rd. Suite D | Flowood, MS 39232 | Phono: 601.420.5550 | Fax: 601.420.5528

# CONTRACT INVOICE

**Invoice Number:** 

AR56685

Invoice Date:

4/27/2020

Account Number:

CITYOFJACKSON

Balance Due:

\$58.09

Bill To:

CITY OF JACKSON **MYNELLE GARDENS** P.O. BOX 17 JACKSON, MS 39201 MAY 0 5 2020 Customer: CITY OF JACKSON P.O. BOX 17 JACKSON, MS 392

JACKSON, MS 39201

Account No	Payment Terms	Due Date Invoice Total		2	afance Due	
CITYOFJACKSON	Net 30	5/27/2020	\$ 58.09		\$ 58.09	
		Invoice Remarks			7 / 2 / 2	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date	
CN11056-01		\$ 58.09		11/25/2018	Expr Dege	
		Contract Remarks				

#### Summary:

Contract base rate charge for the 4/25/2020 to 5/24/2020 billing period Contract overage charge for the 3/25/2020 to 4/24/2020 overage period Contract Lease Charge:

Serial Number

\*\*See overage details below

\$0.00 \$0.75 \*\* \$57.34

\$58.09

#### Detail:

Number

#### Equipment included under this contract

#### Kyocera/KM2050

EQ02215 J3151856		856	\$0.00 CTTY OF JACKSON P.O. BOX 1 JACKSON, MS 39201					17			
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Biliable	Rate	Overage		
B\W	BW	34,680	34,730		50	0	50	0.015000	\$0.75 \$0.75		

Base Adj. Location

MAIL ALL PAYMENTS TO: 4345 HWY 61 SOUTH CLARKSDALE, MS 38614

Involce SubTotal	\$58.09
Text	\$0.00
Involce Total	\$58.09
Salance Due:	\$58.09

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT FITLOT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, FITLOT AND AARP SPONSORED OUTDOOR FITNESS PARK, ACCEPTING DONATION OF FOUR THOUSAND TEN DOLLARS (\$4,010.00) A FITLOT FITNESS PARK SYSTEM TO SPONSOR COMMUNITY PARTNER HIRING AND TRAINING FOR A TERM OF ONE (1) YEAR AT THE PARHAM BRIDGES WALKING TRAIL, LOCATED AT 5055 OLD CANTON ROAD, AT NO COST TO THE CITY OF JACKSON. (WARD 1) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson entered into a partnership with FitLot Outdoor Fitness Parks and AARP on September 9, 2019 (approved by City Council on August 20, 2019; MB6P) to receive an installation of FitLot Outdoor Fitness Equipment, at an estimated cost of One Hundred Fifty-Nine Thousand and Fifty-Six Dollars (\$159,056.00) at a public park and facility known as Parham Bridges Park, at zero cost to the City; and

WHEREAS, Parham Bridges Park has a walking trail used and enjoyed by patrons of all ages; and

WHEREAS, FitLot Outdoor Fitness Parks and AARP believes that every individual can and should enjoy the health benefits of a more active lifestyle, and has selected Jackson, Mississippi to offer this opportunity; and

WHEREAS, FitLot Outdoor Fitness Parks working collaboratively with AARP, both non-profit entities, has chosen to award the City of Jackson a grant totaling Four Thousand Ten Dollars (\$4,010.00) to provide fifty-four (54) fitness classes during a twelve (12) month period free that is free and accessible to the public; and

WHEREAS, the City of Jackson, Department of Parks and Recreation will use Three Thousand Five Hundred Ten Dollars (\$3,510.00) for Fitness Classes and Five Hundred Dollars (\$500.00) for one-time Social Media Support; and

WHEREAS, no monies will be paid to FitLot Outdoor Fitness Parks or AARP for the grant assistance and services; and

WHEREAS, it is in the best interest of the City of Jackson to accept a grant award totaling Fourth Thousand Ten Dollars (\$4,010.00), amending the current FitLot Outdoor Fitness Parks and AARP Partnership Agreement concerning the acceptance of grant award funds; and

**WHEREAS**, the Partnership Agreement will not obligate the City of Jackson to budget or allocate funding; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an amendment to the current Partnership Agreement between the City of Jackson, Mississippi and FitLot Outdoor Fitness Parks and AARP, to benefit Parham Bridges Park walking trail patrons, in the City of Jackson, Mississippi.

> Agenda Item No. 16 May 26, 2020

	POINTS	COMMENTS			
1.	Brief Description/Purpose	Order authorizing the Mayor to execute an amendment to the current fitlot partnership agreement between the City Of Jackson, Mississippi, FitLot and AARP Sponsored Outdoor Fitness Park, accepting donation of Four Thousand Ten Dollars (\$4,010.00) a FitLot Fitness Park System To Sponsor Community Partner Hiring And Training for a term of one (1) year at the Parham Bridges Walking Trail, located at 5055 Old Canton Road, at no cost to the City Of Jackson.			
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement     Quality of Life			
3.	Who will be affected	Parham Bridges Park patrons.			
4.	Benefits	Provide certified fitness professionals to lead no-cost public fitness classes at the AARP Sponsored Outdoor Fitness Park for a one (1) year term.			
5.	Schedule (beginning date)	Upon Mayor and City Council approval.			
6.	Location: WARD CITYWIDE (yes or no) (area)	1 No			
7.	<ul> <li>Project limits if applicable</li> <li>Action implemented by:</li> <li>City Department</li> <li>Consultant</li> </ul>	Department of Parks and Recreation, FitLot Outdoor Fitness Parks and AARP.			
8.	COST	None			
9.	Source of Funding  General Fund  Grant  Bond  Other	N/A			
10	EBO participation	ABE         %         WAIVER         Yes         No         X           AABE         %         WAIVER         Yes         No         X           WBE         %         WAIVER         Yes         No         X           HBE         %         WAIVER         Yes         No         X           NABE         %         WAIVER         Yes         No         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: Mayor Chokwe Antar Lumumba

From: Ison B. Harris, Jr. Director

Department of Parks & Recreation

Date: May 14, 2020

Re: FitLot Outdoor Fitness Parks & AARP Grant Award

Attached, you will find an item for an Order authorizing the Mayor to execute an Amendment to the Partnership Agreement between the City of Jackson, Mississippi, and FitLot Outdoor Fitness Parks and AARP, accepting a grant award of Four Thousand Ten Dollars (\$4,010.00) to provide certified fitness professionals to lead fifty-four (54) no-cost public fitness classes for a one (1) year term at the Parham Bridges Park walking trail, located at 5055 Old Canton Road

The Parks and Recreation Department recommends that this agenda item be approved. If you have any questions or comments, please feel free to contact us at (601) 960-0716.

IBHjr/pb



# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT FITLOTT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI, FITLOT AND AARP SPONSORED OUTDOOR FITNESS PARK, ACCEPTING SONATINA OF FOUR THOUSAND TEN DOLLARS (\$4,010.00) A FITLOT FITNESS PARK SYSTEM TO SPONSOR COMMUNITY PARTNER HIRING AND TRAINING FOR A TERM OF ONE (1) YEAR A THE PARHAM BRIDGES WALKING TRAIL, LOCATED AT 5055 OLD CANTON ROAD, AT NO COST TO THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Monica D. Allen, Special Assistant MOA

Date

455 East Capitol Street
Post Office Box 2779
Jackson. Mississippi
Tclephone: (601) 960-1799
Facsimile: (601) 960-1756

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney

Date



ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM

Stormer.

**WHEREAS**, the City of Jackson purchased Kronos software from Immix Technology, Inc.; and

WHEREAS, the City of Jackson uses the Kronos software for its timekeeping system; and

**WHEREAS,** the maintenance agreement for the Kronos software expires on June 26, 2020 and will need to be renewed; and

WHEREAS, the cost of renewal is \$106,820.42; and

**WHEREAS,** Immix Technology, Inc., is the sole provider of Kronos maintenance support; and

**WHEREAS**, the maintenance needs for this system have been analyzed and the purchase of maintenance for this system is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a maintenance agreement with Immix Technology, Inc., at a cost of \$106,820.42 for the period beginning on the last date of execution by both parties and lasting through June 25, 2021.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

 $\frac{5/13/2020}{\text{DATE}}$ 

POINTS		COMMENTS				
1.	Brief Description	Annual Maintenance renewal for the Kronos software.				
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 Departments				
4.	Benefits	Immix Technology, Inc., will continue to provide maintenance support for the Kronos software.				
5.	Schedule (beginning date)	Final date of execution by both parties.				
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide				
7.	Action implemented by: City Department Consultant	City Department				
8.	COST	\$106,820.42				
9.	Source of Funding General Fund Grant Bond Other	Account # 004-90400-6464				
10.	EBO participation	ABE				



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

### **MEMORANDUM**

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director

Department of Administration

Date: 5/13/2020

Re: Kronos Software Support Renewal

The City of Jackson purchased Kronos software from Immix Technology, Inc ("Immix"). The City uses the Kronos software for its timekeeping system.

The maintenance agreement on the Kronos software expires on June 25, 2020 and must be renewed. Immix is the sole provider of maintenance support for Kronos and the cost associated with renewal is \$106,820.42.

The maintenance support agreement for this software will benefit all City departments by ensuring that our Kronos system is running at optimal performance levels.

I recommend that we renew this support agreement.

LH/mjr



## **Sales Quotation**

Fred Wilson City of Jackson Information Systems 353 South Congress Street Jackson, MS 39201 PH: 601.960.1395 fwilson@city.jackson.ms.us

Quote Number: Quote Date: Expiration Date: QUO-1110082-Y3T1V9

5/13/2020

6/12/2020

**Contract No.:** 

GS-35F-0265X

CAGE Code: DUNS No.: TAX ID#: Terms: FOB: 3CA29 09-869-2374 54-1912608 NET 30 Destination

Order Address: immixTechnology, Inc. 8444 Westpark Drive, Suite 200 McLean, VA 22102

PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact:

Nkeutchatang, Marc Gabin

703-639-1888

Marc\_Nkeutchatang@immixgroup.com

Manufacturer Quote #: Manufacturer Ref #:

6107879

 Manufacturer Contact:
 Paquette, Mariama

 978 947 7320
 Mariama.Paquette@Kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price	
1	8603082-002GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Teletime v6 Analog 8, Port, Dialogic** TRUSTED PRODUCT **	1	\$3,651.2100	\$3,651.21	
		Period of Perforr	nance: 6/26/	2020 to 6/25/2021.				
2	8604315-001GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines** TRUSTED PRODUCT **	1	\$2,567.2800	\$2,567.28	
		Period of Perform	nance: 6/26/	2020 to 6/25/2021.				
3	8800175-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	2750	\$7.6600	\$21,065.00	
		Period of Performance: 6/26/2020 to 6/25/2021.						
4	8800177-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	2300	\$5.6300	\$12,949.00	
		Period of Performance: 6/26/2020 to 6/25/2021.						
5	8800178-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	250	\$62.4900	\$15,622.50	
		Period of Perform	nance: 6/26/	2020 to 6/25/2021.		·		
6	8800183-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Absence Manager V8 - per employee** TRUSTED PRODUCT **	2300	\$7.0200	\$16,146.00	
		Period of Perform	nance: 6/26/	2020 to 6/25/2021.				
7	8800185-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	2750	\$1.1700	\$3,217.50	
		Period of Perforn	nance: 6/26/	2020 to 6/25/2021.				



# **Sales Quotation**

Continued

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price		
8	8800187-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	500	\$1.0200	\$510.00		
		Period of Perforr	nance: 6/26/	2020 to 6/25/2021.					
9	8800188-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	250	\$8.3300	\$2,082.50		
		Period of Perforn	nance: 6/26/	2020 to 6/25/2021.					
10	99X9000-001	GS-35F-0265X	HW MNT	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, STANDARD, B/C** TRUSTED PRODUCT **	49	\$229.2000	\$11,230.80		
		Period of Performance: 6/26/2020 to 6/25/2021.							
11	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange for Kronos InTouch, Standard Enclosure, with Bar Code Badge Reader** TRUSTED PRODUCT **	8	\$229.2000	\$1,833.60		
		Period of Performance: 6/26/2020 to 6/25/2021.							
12	99X9000-028	GS-35F-0265X	HW MNT	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange** TRUSTED PRODUCT **	11	\$229.2000	\$2,521.20		
		Period of Performance: 6/26/2020 to 6/25/2021.							
13	99X9020-001	GS-35F-0265X	HW MNT	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option** TRUSTED PRODUCT **	64	\$96.5100	\$6,176.64		
		Period of Perform	nance: 6/26/	2020 to 6/25/2021.					
14	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for InTouch H3 Depot Exchange** TRUSTED PRODUCT **	6	\$96.5100	\$579.06		
		Period of Perform	nance: 6/26/	2020 to 6/25/2021.					
15	ED- SUBSCRIPTION -	GS-35F-0265X	LIC	KnowledgePass Ed Services Subscription 2501-5000** TRUSTED PRODUCT **	1	\$6,668.1300	\$6,668.13		

HARDWARE MAINTENANCE	\$22,341.30
LICENSE	\$6,668.13
SW MAINTENANCE	\$77,810.99
Grand Total	\$106,820.42

Previous immix PO # IM89226 Previous customer PO # PL 01513



## Sales Quotation

Continued

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary: http://www.gsaelibrary.gsa.gov/ElibMain/home.do

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at: http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\_Guarantee-and-Warranty.pdf



Kronos Incorporated 900 Chelmsford Street Lowell, MA 01851 phone +1 978 250 9800 fax +1 978 367 5900 url www.kronos.com

May 15, 2020

City of Jackson 200 South President Street Jackson, MS 39201

Subject:

immixTechnology as Sole GSA Schedule Holder for Kronos

Generally Available Products/Services

To Whom it May Concern:

To consolidate and simplify Kronos' government contracting, Kronos currently maintains only one GSA Schedule Holder, immixTechnology, as the sole authorized GSA Schedule Holder for all generally available Kronos products and services (including TeleStaff products).

If there are any questions regarding anything in this letter, please feel free to contact me.

Sincerely,

John O'Brien

Chief Revenue Officer

PARK LAQUE

ORDER ACCEPTING THE DONATION OF A METAL PARK BENCH, METAL TRASH CAN AND COMMEMORATIVE PLAQUE AND TREES AT PARHAM BRIDGES PARK, CELEBRATING THE 50<sup>TH</sup> YEAR OF THE ROTARY CLUB. (WARD 1) (HARRIS, LUMUMBA)

WHEREAS, the Rotary Club of North Jackson is celebrating its 50<sup>th</sup> Anniversary this year; and

WHEREAS, as part of their celebration, the Rotary Club of North Jackson desires to honor Precinct 4, Jackson Police Officers, by donating a metal bench, metal trash can, commemorative plaque, and planting trees at Parham Bridges Park, as a project that will be a lasting reminder (legacy) of Rotary and their benefits to Jackson; and

WHEREAS, this donation is in conjunction with a grant award to police officers that go above and beyond their normal duty by protecting the citizens of Precinct 4 in North Jackson; and

WHEREAS, this project honors these officers for practicing the Rotary slogan, "Service Above Self", just like a Rotarian; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to accept the donation from the Rotary Club of North Jackson of a metal park bench, metal trash can, commemorative plaque and plant trees at Parham Bridges Park in honor of Jackson Police Officers (Precinct 4).

HARRIS, LUMUMBA

Agenda Item No. 18 May 26, 2020

	POINTS	COMMENTS
1.	Brief Description	This is a donation from the Rotary Club of North Jackson.
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education Crim Prevention Quality of Life Neighborhood Enhancement and Economic Development
3.	Who will be affected	Parham Bridges Patrons.
4.	Benefits	Will provide essential items at zero cost to the Department of Parks and Recreation, as well as acknowledge Precinct 4 JPD Officers.
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 1
7.	Action implemented by: City Department Consultant	Department of Parks & Recreation
8.	COST	None - (Gift)
9.	Source of Funding General Fund Grant Bond Other	The Rotary Club of North Jackson – Zero Dollars – Items will be gifted.
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       √

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 Chokwe Antar Lumumba

From: Ison B. Harris, Jr., Director, Parks & Recreation Department

Date: May 18, 2020

Re: Rotary Club Gift - (Parham Bridges Park)

The attached agenda item is to accept a gift from the Rotary Club of North Jackson by gifting a metal bench, metal trash can, commemorative plaque and planting trees at Parham Bridges Park.

It is the recommendation of the Department of Parks and Recreation that acceptance of these gifts is approved.

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**

This ORDER ACCEPTING THE DONATION OF A METAL PARK BENCH, METAL TRASH CAN AND COMMEMORATIVE PLAQUE AND TREES AT PARHAM BRIDGES PARK, CELEBRATING THE 50<sup>TH</sup> YEAR OF THE ROTARY CLUB is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Monica Allen, Special Assistant

Date

### **Patrice Bernard**

From:

Ison Harris, Jr.

Sent:

Monday, May 18, 2020 3:42 PM

To:

Patrice Bernard

**Subject:** 

FW: Rotary Club of North Jackson Legacy Project

Attachments:

North Jackson-JPD Precinct 4 Project Grant Request (2019-20).pdf

From: gregcampbell2@comcast.net < gregcampbell2@comcast.net>

Sent: Friday, April 24, 2020 2:06 PM

To: Ison Harris, Jr. <i harris@city.jackson.ms.us>
Subject: Rotary Club of North Jackson Legacy Project

Mr. Harris,

Thank you for calling me back this morning. I am sorry I had to go. I was getting ready to deliver some meals to the ER at St. Dominic from our Rotary Club. Please feel free to call me back at your convenience.

I am the president of the Rotary Club of North Jackson. Our club will be celebrating our 50<sup>th</sup> anniversary next Rotary year (July-June). As part of our celebration, we want to do a project that will be a lasting reminder (Legacy) of Rotary and our club in Jackson as well as beneficial to the citizens of Jackson. We would like to place a metal park bench, metal trash can, commemorative plague and some trees at Parham Bridges Park. I have attached a document with the items shown.

We are seeking approval from the City of Jackson for this project. Please let me know what we need to do to receive approval. Thank you for all you do for the City of Jackson! Have a very blessed and safe weekend!

Thanks & Blessings, Greg Campbell President, Rotary Club of North Jackson 601-940-0080



# District 6820 Rotary Foundation Committee District Grants Rotary Year 2019-2020

## **Application**

Please print or type all information and use additional sheets of paper if necessary.

Incomplete applications will be returned with a brief explanation.

1. Club(s): North Jackson

2. Describe the project, its location, and its objectives.

The Rotary Club of North Jackson honors one or two Jackson Police Department Precinct 4 Officers each quarter for service beyond the normal duty. The club gives them a certificate, adds their name to a plaque at precinct headquarters with the Rotary logo on it and a \$100 gift card to a local restaurant and a \$100 gift card to a local grocery store.

Estimated Start Date: July 2019 Estimated Completion Date: April 2020

3. Describe how the project will benefit the community and/or improve the lives of the less fortunate and the number of members of the community whose needs will be met by the implementation of this project.

The project recognizes a police officer or officers that go beyond their normal duty by protecting the citizens of precinct 4 that is in North Jackson. Police officers are often underpaid and under recognized. This project honors them for practicing the Rotary slogan "Service Above Self" just like a Rotarian.

4. Describe non-financial participation by Rotarians in the project (i.e. SPECIFIC Rotarian Activities).

Three to four members of the Rotary Club of North Jackson, serve on the committee that selects the officer(s) and providing the certificate and gift cards.

5. If this is an international project, how will the host and international partners communicate and work together to implement this project?

This is not an international project.

6. District 6820 Club Grants program will provide funds for acceptable projects from District Grants Funds. Approved District Grants will be approved up to a 50% match based on available funds

Total Project Cost:

\$ 900.00

Club Contribution:

\$ 450.00

District Funds Requested: \$ 450.00

7. Project Contacts: Two Rotarians must be listed who will provide oversight and management of the project funds.

Primary Contact Name: Lori Greer Rotary Position/Title: Director / Service

Address: Suite 101, 350 W. Woodrow Wilson, Jackson, MS 39213 Telephone: 601-941-8834 e-mail: lgreer@jacksonmedicalmall.org

Secondary Contact Name: Greg Campbell

Rotary Position/Title: President

Address: 915 Park Lane, Jackson, MS 39211

Telephone: 601-940-0080 e-mail: gregcampbell2@comcast.net

Project Funds: Rotary District 6820 Treasurer Please Mail Check To:

Rotary Position: Executive Secretary/Treasure

Name: Don Roberts

Mailing Address: P.O. Box 12934, Jackson, MS 39236-2934

8. Club Foundation Committee Chair: The Club must have this committee, had a member attend the Grants Management training and be certified each year to be eligible to receive a District Grant. Additionally, the club must agree to implement the financial and stewardship requirements in this memorandum of understanding (MOU) provided by The Rotary Foundation (TRF). Please attach necessary documentation of training. (Copy of signed Club Memorandum of Understanding)

Club's Foundation Committee Chair: Judy Lyons / Club President Greg Campbell attended the Grants Management training at PETS

Address: 238 Cedar Ridge Dr., Madison, MS 39110

Telephone: 601-918-0797 e-mail: judy.lyons.jl@gmail.com

9. How will the general public know this a Rotary-sponsored project? Please provide details, e.g., Publicity in a newspaper, radio, television, display of Rotary wheel, etc.:

Photos will be published on the club's Facebook page and web site. Also sent to the Northside Sun

10. Cooperating Organizations: If the project involves a cooperating organization, please provide the name of the organization below and attach a letter of participation from that organization that specifically states its responsibilities and how Rotarians will interact with the organization in the project. By signing this application, the Rotarian sponsors endorse the organization as reputable, responsible, registered with the project country, and acting within the project country.

Name(s) of Cooperating Organization(s): Jackson Police Department Precinct 4

11. Budget: Please include a complete, detailed, and itemized budget for the entire project, listing item, vendor/contractor and amount. Supporting documentation utilized for the development of this budget may be requested. Be sure to include pro forma invoices of all items costing \$1,000 or more. Use separate page if necessary.

\$100.00 / gift card to local restaurant

\$100.00 / gift card to local grocery store

\$ 25.00 / certificate, frame and Rotary gift

12. Timetable: Please include a proposed timetable for the implementation and completion of this Project. Please note an approximate date by which the District Rotary Foundation Committee should expect to receive a final report on the project. Use a separate page if necessary.

July 2019 through April 2020. We present the award every quarter.

13. Authorization: All Rotary clubs/districts involved in this project are responsible to The Rotary Foundation for the conduct of the project and for reporting on it. The signatures on the application confirm that the sponsors understand and accept the responsibility. The signature of the sponsors also affirm that all information in this application is true and accurate, to the best of their knowledge.

CLUB PRESIDENT: As President of the Rotary Club of North Jackson
I hereby affirm that the Club has voted to undertake this project as an activity of the club.

Name, PRINTED	SIGNATURE )	7-12-19 Date
CLUB PRESIDENT-ELECT: As Pr	esident-Elect of the Rotary Club of No	orth Jackson
I hereby affirm that the Club ha	s voted to undertake this project as an	activity of the club.

Name, PRINTED SIGNATURE Date
GRANT APPLICATION RECEIVED BY TRF DISTRICT 6820 FOUNDATION COMMITTEE CHAIR

	•	
Name		
Signature, TRF District 6820 Foundation Committee Chair	Date	_

THE ROTARY FOUNDATION DISTR	CICT 6820 COMMITTEE	RESULTS:
GRANT APPROVED	GRANT DENIED_	
Name		
Signature, District 6820 Grants Sub-	Committee Chair	Date
DISTRICT GOVERNOR: As Governor	of District 6820, I hereby	y affirm the use of
US\$, from my Distr	rict's Grant Funds for this	s project.
Name		
Signature, District 6820 Governor		Date
Individual Project Summary District Grant #		
f you have questions about District Gran Committee Chair or District Grants Su	nts, please feel free to consub-Committee Chair at:	tact the District Rotary Foundation
The Rotary Foundation District Comm Jennifer Bucurel 601-701-3470	nittee Chair	
jenniferbucurel@yahoo.com Club: East Mississippi		
The Rotary Foundation District Grants Bill Walker	Sub-Committee Chair	
662-549-4676 bill@brickerton.com Club: Columbus		
Completed applications may be e-ma Chair, Bill Walker; bill@brickerton.com	<b>ailed to:</b> The Rotary Foun m; 662- 549-4676	dation District Grants Sub-Committee

# CLUB QUALIFICATION MEMORANDUM OF UNDERSTANDING

### THE ROTARY FOUNDATION

- 1. Club Qualification
- 2. Club Officer Responsibilities
- 3. Financial Management Plan
- 4. Bank Account Requirements
- 5. Report on Use of Grant Funds
- 6. Document Retention
- 7. Reporting Misuse of Grant Funds

#### 1. Club Qualification

To participate in Rotary Foundation global and packaged grants, the club must agree to implement the financial and stewardship requirements in this memorandum of understanding (MOU) provided by The Rotary Foundation (TRF) and to send at least one club member to the district's grant management seminar each year. The district may also establish additional requirements for club qualification and/or require its clubs to be qualified in order to participate in Rotary Foundation district grants. By completing these requirements, the club becomes qualified and eligible to participate in the TRF grant program.

- A. Upon successful completion of the qualification requirements, the club will be qualified for one Rotary year.
- B. To maintain qualified status, the club must comply with this MOU, any additional district requirements, and all applicable TRF policies.
- C. The club is responsible for the use of funds for club-sponsored grants, regardless of who controls the funds.
- D. Qualification may be suspended or revoked for misuse or mismanagement of grant funds involving, but not limited to: fraud; forgery; membership falsification; gross negligence; endangerment of health, welfare, or safety of beneficiaries; ineligible contributions; use of funds for personal gain; undisclosed conflicts of interest; monopolization of grant funds by individuals; report falsification; overpricing; acceptance of payments from beneficiaries; illegal activities; use of grant funds for ineligible purposes.
- E. The club must cooperate with any financial, grant, or operational audits.

### 2. Club Officer Responsibilities

The club officers hold primary responsibility for club qualification and the proper implementation of TRF grants. Club officer responsibilities include:

- A. Appointing at least one club member to implement, manage, and maintain club qualification
- B. Ensuring that all TRF grants adhere to stewardship measures and proper grant management Practices.
- C. Ensuring that all individuals involved in a grant conduct their activities in a way that avoids any actual or perceived conflict of interest

Club Memorandum of Understanding (June 2012) 2

### 3. Financial Management Plan

The club must have a written financial management plan to provide consistent administration of grant funds.

The financial management plan must include procedures to

- A. Maintain a standard set of accounts, which includes a complete record of all receipts and disbursements of grant funds
- B. Disburse grant funds, as appropriate
- C. Maintain segregation of duties for handling funds
- D. Establish an inventory system for equipment and other assets purchased with grant funds, and maintain records for items that are purchased, produced, or distributed through grant activities
- E. Ensure that all grant activities, including the conversion of funds, comply with local law

#### 4. Bank Account Requirements

- A. The club bank account must
- 1. Have a minimum of two Rotarian signatories from the club for disbursements
- 2. Be a low- or noninterest-bearing account
- B. Any interest earned must be documented and used for eligible, approved grant activities, or returned to TRF.
- C. Grant funds may not be deposited in investment accounts including, but not limited to, mutual funds, certificates of deposit, bonds, and stocks.

D. Bank statements must be available to support receipt and use of TRF grant funds.

E. The club must maintain a written plan for transferring custody of the bank accounts in the event of a change in signatories.

#### 5. Report on Use of Grant Funds

The club must adhere to all TRF reporting requirements. Grant reporting is a key aspect of grant management and stewardship, as it informs TRF of the grant's progress and how funds are spent.

#### 6. Document Retention

The club must establish and maintain appropriate recordkeeping systems to preserve important documents related to qualification and TRF grants. Retaining these documents supports transparency in grant management and assists in the preparation for audits or financial assessments.

- A. Documents that must be maintained include, but are not limited to:
- 1. Bank information, including copies of past statements
- 2. Club qualification documents including a copy of the signed club MOU
- 3. Documented plans and procedures, including:
- a. Financial management plan
- b. Procedure for storing documents and archives
- c. Succession plan for bank account signatories and retention of information and documentation
- 4. Information related to grants, including receipts and invoices for all purchases
- B. Club records must be accessible and available to Rotarians in the club and at the request of the
- C. Documents must be maintained for a minimum of five years, or longer if required by local law. Club Memorandum of Understanding (June 2012) 3

7. Reporting Misuse of Grant Funds

The club must report any potential and real misuse or mismanagement of grant funds to the district. This reporting fosters an environment in the club that does not tolerate the misuse of grant funds.

### **Authorization and Agreement**

This memorandum of understanding is an agreement between the club and the district and acknowledges that the club will undertake measures to ensure the proper implementation of grant activities and proper management of Foundation grant funds. By authorizing this document, the club agrees to comply with all of the conditions and requirements of the MOU.

On behalf of the Rotary Club of North Jackson, the undersigned agree to comply with all of the conditions and requirements of the MOU for Rotary year 2019-2020 and will notify Rotary International District 6820 of any changes or revisions to club policies and procedures related to these requirements.

Club President	Club President-elect
Term: 2019-2020	Term: 2019-2020
Name: Greg Campbell	Name: Lee Carney
Signature: Los Capbell	Signature:
Date: 7-12-19	Date:

455 East Capito 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 CONTRACTS WITH CCSI, INC. FOR FEBRUARY THROUGH MAY 2020 FOR SECURITY SERVICES FOR THE WATER-SEWER BUSINESS ADMINISTRATION OF SECURITY SERVICES PROVIDED DURING THESE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CCSI, INC. TO PROVIDE SECURITY SERVICES FOR THREE (3) YEARS WITH TWO ONE-YEAR OPTION PERIODS FOR THE DEPARTMENT OF PUBLIC WORKS, WATER-SEWER BUSINESS ADMINISTRATION DIVISION is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, CITY ATTORNEY

Terry Williamson, Legal Counsel

ATE



### City of Jackson Department of Public Works

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director, Department of Public Works

Moutume

Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING CONTRACTS WITH CCSI, INC. FOR

FEBRUARY THROUGH MAY 2020 FOR SECURITY SERVICES FOR THE WATER-SEWER BUSINESS ADMINISTRATION OF SECURITY SERVICES PROVIDED DURING THESE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE A

CONTRACT WITH CCSI, INC. TO PROVIDE SECURITY SERVICES FOR THREE (3) YEARS WITH TWO ONE-YEAR OPTION PERIODS FOR THE DEPARTMENT OF

PUBLIC WORKS, WATER-SEWER BUSINESS

**ADMINISTRATION DIVISION** 

Item #:

Council Meeting: Regular Council Meeting, May 26, 2020

Purpose: To provide security guard services for the Water-Sewer Business

Administration Offices at MetroCenter

Cost: Not to exceed \$62,600 annually, which includes ratifying contracts

for February through May 2020

Funding Source: Water-Sewer Fund

#### Background:

The attached agenda item is an Order requesting that the Mayor execute a contract with Capital City Security, Inc. to provide security services for the City of Jackson, Water-Sewer Business Administration office located at 1000 MetroCenter Drive, Suite #103, Jackson, MS 39209.

The Agreement will be for a term of three (3) years with two one-year option periods. Compensation under the Agreement will be based on an hourly rate of \$12.05 an hour for each security guard.

The Order also ratifies contracts for services provided from February through May 2020 provided after the existing contract expired. The total of these invoices is \$15,921.29.

It is very important that security is provided for the Water-Sewer Business Administration due to the significant amounts of cash the office collects on a daily basis.

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

ORDER RATIFYING CONTRACTS WITH CCSI, INC. FOR FEBRUARY THROUGH MAY 2020 FOR SECURITY SERVICES FOR THE WATERSEWER BUSINESS ADMINISTRATION OF SECURITY SERVICES PROVIDED DURING THESE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CCSI, INC. TO PROVIDE SECURITY SERVICES FOR THREE (3) YEARS WITH TWO ONE-YEAR OPTION PERIODS FOR THE DEPARTMENT OF PUBLIC WORKS, WATER-SEWER BUSINESS ADMINISTRATION DIVISION

WHEREAS, the Water-Sewer Business Administration sees numerous customers at its office in MetroCenter and collects significant amounts of cash each day from customers; and

WHEREAS, from February through May 2020, the Water-Sewer Business Administration retained CCSI, Inc. to provide necessary security services at its offices following the expiration of their existing contract; and

WHEREAS, during that period, two security guards were provided from 7:00 am until 5:45 pm each day with a one-hour lunch break, five days each week at an hourly rate of \$11.05 per security guard for February through April and at a rate of \$12.05 per security guard for the month of May; and

WHEREAS, the total cost of the security services during this period was \$15,921.29 and copies of the invoices through May 15, 2020 are attached to this order as an exhibit; and

WHEREAS, the hourly rate and the level of services provided were the same as under the expired contract for February through April and increased by a dollar for the month of May, the hourly rate is reasonable, the services were necessary for the operation of the Water-Sewer Business Administration office, and the services were actually provided; and

WHEREAS, the Water-Sewer Business Administration of the Department of Public Works recommends that the City pay for the services provided from February through May 2020; and

WHEREAS, the Water-Sewer Business Administration has a continuing need for security to protect personnel and property at its offices at the MetroCenter that arises from the significant amounts of cash the office collects each day; and

WHEREAS, CCSI, Inc. is capable of providing qualified security personnel at the times required for the operations of the Water-Sewer Business Administration; and

ITEM NO.

May 26, 2020

MILLER, LUMUMBA

- WHEREAS, the term of a proposed new Agreement with CCSI, Inc. would be for three (3) years with two one-year options to renew; and
- WHEREAS, the effective date of the proposed new Agreement would be June 1, 2020; and
- WHEREAS, the Agreement would terminate on September 30 of each year during the term of the contract, if the City does not budget for the Agreement for the following fiscal year; and
- WHEREAS, the Agreement would provide that successors in office may terminate the Agreement by providing notice; and
- WHEREAS, CCSI, Inc. will provide the security services at a cost of \$12.05 per hour per security guard; and
- WHEREAS, the Department of Public Works recommends entering into an agreement with CCSI, Inc. to provide security services for the Water-Sewer Business Administration Division at its MetroCenter office.
- IT IS, THEREFORE, ORDERED that contracts with CCSI, Inc. to provide security services for the Water-Sewer Business Administration office at MetroCenter for the period from February 3, 2020 through May 29, 2020 in an amount not to exceed of \$15,921.29 are ratified.
- IT IS FURTHER ORDERED that payment of invoices from CCSI, Inc. to provide security services for the Water-Sewer Business Administration office at MetroCenter for the period from February 3, 2020 through May 29, 2020 in an amount not to exceed of \$15,921.29 is authorized.
- IT IS FURTHER ORDERED that the Mayor be authorized to execute an Agreement for a term of three (3) years and two one-year option periods with CCSI, Inc., 1761 University Boulevard, Jackson, Mississippi 39284 to provide security for Water-Sewer Business Administration at a cost of \$12.05 per hour per security guard.
- IT IS FURTHER ORDERED that the payments to CCSI, Inc. under the Agreement shall not exceed \$62,600.00 annually during the term of the Agreement, including the option periods.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 14, 2020

DATE

	POINTS	COMMENTS	
1.	Brief Description	ORDER RATIFYING CONTRACTS WITH CCSI, INC. FOR FEBRUARY THROUGH MAY 2020 FOR SECURITY SERVICES FOR THE WATER-SEWER BUSINESS ADMINISTRATION OF SECURITY SERVICES PROVIDED DURING THESE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CCSI, INC. TO PROVIDE SECURITY SERVICES FOR THREE (3) YEARS WITH TWO ONE-YEAR OPTION PERIODS FOR THE DEPARTMENT OF PUBLIC WORKS, WATER-SEWER BUSINESS ADMINISTRATION DIVISION	
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7 Quality of Life	
3.	Who will be affected	City employees and WSBA Customers	
4.	Benefits	Allows large amounts of cash collected daily at office to be secured and provides a trained security guard to deal with customers who act in a threatening manner toward staff or other customers	
5.	Schedule (beginning date)	Upon approval	
6.	Location: WARD CITYWIDE (yes or no) Project limits if applicable	WSBA Office at MetroCenter	
7.	Action implemented by: City Department Consultant	Department of Public Works, Water-Sewer Business Administration Division	
		\$12.05 per hour per security guard, not to exceed \$62,600 annually	
9.	Source of Funding General Fund Grant Bond Other	031.520.10.6420	
10.	EBO participation	ABE% WAIVER yes no N/A	



# CCSI, Inc.

1761 University Blvd \* Jackson, MS 39204 P.O. Box 8485 \* Jackson, MS 39284



601.366.4542

601.364.7321

#### AGREEMENT FOR SECURITY SERVICE

This Agreement for Professional Security Services (the "Agreement"), effective June 1, 2020, is by and between CCSI, Inc. as known as CCSI Security, a domestic business corporation licensed by the City of Jackson, as a woman-owned security company, with its principal office at 737 B Cooper Road, Jackson, MS (hereinafter "CCSI, Inc."), and City of Jackson ("hereinafter Client") a municipal corporation with its principal mailing address being P.O. Box 17, Jackson, MS 39205.

WHEREAS, Client finds that CCSI, Inc. is willing to perform Security Guard work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that CCSI is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

#### 1 SERVICES.

1.a Services to Client: CCSI, Inc. shall provide the following ("Services") to Client only: The protection of property of the client within the established area(s) of the City of Jackson not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached "Exhibit A". The terms "protection of property", shall in no way be construed to suggest that CCSI, Inc. is responsible for incidents that occur, which upon acting in good faith, the CCSI, Inc. security guard performs his or her duties as outlined in this contract and according to CCSI, Inc. General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that CCSI, Inc. is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. CCSI employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

Nothing shall be construed to suggest that CCSI, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

- 1.b The terms "protection of property" shall include the listed property in "Exhibit A". The duties of the CCSI security guard regarding the protection of property include and are limited to:
  - 1- Providing a visible deterrent for property crimes and crime against the client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the client, so long as the property is located within the geographical area of the items listed in "Exhibit A".
  - 2- Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that CCSI, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

CCSI will provide security guards with the qualifications described in section 4 of this agreement.

### 2 PAYMENT AND INVOICING TERMS.

- 2.1 Payment for Services: CCSI will be paid as follows:

  The client shall, upon receiving an invoice from CCSI, pursuant to section 2.3, make payments in the agreed manner by electronic check payable to CCSI. Such payment shall be due and payable, unless Client notifies CCSI of a dispute forty-five (45) days after receipt.
- 2.2 CCSI will bill the client at a rate of \$12.05 per billable hour as agreed by the client and CCSI.

### 2.3 **INVOICING & LATE PAYMENT POLICY:**

(a) Invoices will be submitted bi-weekly by CCSI for payment by Client. Payment is due forty-five (45) days from the date of by Client, unless Client notifies CCSI of a dispute forty-five (45) days after receipt.

### 3 CHANGES.

Client may, with the approval of CCSI, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or CCSI may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by Client and CCSI in writing.

### 4 STANDARD OF CARE.

CCSI warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the State of Mississippi,

have, prior to appointment for employment at CCSI, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. TO THE EXTENT PERMITTED BY MISSISSIPP LAW, THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY YOUR COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

### 5 LIABILITY.

- 5.1 Remedies: Client's initial remedy for any claim arising out of or relating to this Agreement will be for CCSI, upon receipt of written notice, to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which CCSI is at fault. In the event the initial remedy fails to make Client whole, Client may pursue and claims at law or in equity available to it in a court of competent jurisdiction within the First Judicial District of Hinds County, Mississippi.
- 5.2 <u>Survival</u>: Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

### 6 MISCELLANEOUS

- 6.1 <u>Insolvency and Adequate Assurances:</u> If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, CCSI may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to, in addition to any other rights and remedies available, CCSI may partially or totally suspend its performance while awaiting assurances, without any liability.
- 6.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.
- 6.3 <u>Modification and Waiver</u>: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

- 6.4 Independent Contractor: CCSI, Inc. is an independent contractor of Client.
- 6.5 Notices: Client shall give CCSI written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against CCSI, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by CCSI with respect hereto. If Client fails to give such notice to CCSI with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to CCSI, Inc.:

P.O. Box 8485 Jackson, MS 39284

If to Client:

<u>City of Jackson</u> P.O. Box 17 Jackson, MS 39205 raft

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

- 6.6 <u>Assignment</u>: The Agreement is not assignable or transferable by Client, except as agreed by both parties in writing. This Agreement is not assignable or transferable by CCSI without the written consent of Client, which consent shall not be unreasonably withheld or delayed.
- 6.7 <u>Disputes</u>: CCSI and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

Failing resolution of conflicts at the organizational level, CCSI and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless CCSI and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

- 6.8 <u>Section Headings:</u> Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 6.9 <u>Representations: Counterparts:</u> Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same insurument.
- 6.10 <u>Non-solicitation of Employees:</u> During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ CCSI Security personnel, without the CCSI Security prior written consent.
- 6.11 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.
- 6.12 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and CCSI respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by written request of the Client and agreement by CCSI. Such service or services shall be deemed to be consistent with the warranties established herein.
  - 6.13 Force Majeure: CCSI shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather.
  - 6.14 Term & Termination: The initial term of this agreement shall be three years. This Agreement may be terminated upon thirty days written notice. In the event that the governing authorities do not provide funding for this agreement during any fiscal year after Fiscal Year 2021, which begins on October 1, 2020, this Contract shall immediately terminate on the later of September 31 of the end of the fiscal or thirty (30) days after the City provides notice to the Contractor of its intent not to provide further funding of the Contract.

CCSI also acknowledges that the governing authorities may not bind their successors in office and this contract shall be voidable by the successors upon taking office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of six pages, plus Exhibit "A", having initialed at the bottom of each page, as of the day and year first above written,

Exhibit "A"

Geographical Area or responsibility:

Location of Site: Water-Sewer Business Administration Office at Metrocenter

City of Jackson

Cosi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	16565	
DATE	02/17/20	

#### CUSTOMER

Pat Baylis Water/Sewer Department- - Metro Center 1000 Metrocenter Ste 103 Jackson, MS 39209-7515

#### SERVICE LOCATION

TERMS:			).	P.O. NO.	
Upon Receipt  Description	3040	Quantity	Unit of Measure	Price	Amount
For God so Loved the World!!!					
oz/03/20 Armed Security Officer -		19.50	Hours	11.05	215.48
02/04/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
02/05/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
02/06/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
02/07/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
07:00-17:45 02/10/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
07:00-17:45 02/11/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
02/12/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
02/13/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 02/14/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.4
Please remit payment to: Cosi Security P.O. Box	3485 Jackson, MS 39284				2,154.80
a and restacting what is most	valuable to vou! Please	be sure to incl	ude -to	Sub-Total	2, 104.00
Linux invoice numbers on your Daym	ent. All involces alle liei	to alter thorn, in	ate	Sales Tax	
payments will incur a \$35 late fee. T	hanks so much for you	Dualiteas::::		TOTAL	\$2,154.80



Cosi Security P.O. Box 8485 Jackson, MS 39284

INVOICE NO.	16598
DATE	03/01/20

#### CUSTOMER

Pat Baylis Water/Sewer Department- - Metro Center 1000 Metrocenter Ste 103 Jackson, MS 39209-7515

#### SERVICE LOCATION

TERMS: Upon Receipt	Ceipt CUSTOMER NO. JOB NO. 5045			P.O. NO.	
Description		uantity	Unit of Measure	Price	Amount
02/18/20 Armed Security Officer - 07:00-17:45 02/19/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 02/20/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 02/21/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 02/24/20 Armed Security Officer ~		19.50	Hours	11.05	215.48
07:00-17:45 02/25/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 02/26/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 02/27/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 02/28/20 Armed Security Officer -		19.50	Hours	11.05	215.48
7:00-17:45		19.50	Hours	11.05	215.48
ean <sup>33</sup>					
Please remit payment to: Cosi Security P.O. Box 8485	Jackson MD 20204				
Serving and protecting what is most value	uable to you! Please be sui	re [	Sub-Total		1,939.32
o include your invoice numbers on your O after then, late payments will incur a	' payment. All invoices are \$35 late fee. Thanks so mi	net uch	Sales Tax		
or your business!!!!!	,	Г	TOTAL		\$1,939.32

Ccsi Security P.O. Box 8485 Jackson, MS 39284

INVOICE NO.	16650	
DATE	03/16/20	

#### CUSTOMER

Pat Baylis Water/Sewer Department- - Metro Center 1000 Metrocenter Ste 103 Jackson, MS 39209-7515

#### SERVICE LOCATION

TERMS: Upon Receipt	CUSTOMER NO. 5045	JOB N 5045		P.O. NO.	
Description		antity	Unit of Measure	Price	Amount
03/02/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/03/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/04/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/05/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/06/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/09/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/10/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/11/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/12/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
03/13/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
Please remit payment to: Cosi Security P.O. Box 84 Serving and protecting what is most v	aluable to you! Please be s	ure	Sup-Total		2,154.80
to include your invoice numbers on you 10 after then, late payments will incur	ur payment. All invoices are	e net	Sales Tax		
for your business!!!!!	a goo rate res. Thanks so t		TOTAL		\$2,154.80



Ccsi Security P.O. Box 8485 Jackson, MS 39284

INVOICE NO.	16780
DATE	04/16/20

#### CUSTOMER

Pat Baylis Water/Sewer Department- - Metro Center 1000 Metrocenter Ste 103 Jackson, MS 39209-7515

#### SERVICE LOCATION

TERMS: Upon Receipt	CUSTOMER NO. 5045	JOB N 5045		P.O. NO.	
Description		uantity	Unit of Measure	Price	Amount
04/01/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/02/20 Armed Security Officer -					
07:00-17:45		19.50	Hours	11.05	215.48
04/03/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 04/06/20 Armed Security Officer -		13.00	Tiouis		
07:00-17:45		19.50	Hours	11.05	215.48
04/07/20 Armed Security Officer -					045.46
07:00-17:45		19.50	Hours	11.05	215.48
04/08/20 Armed Security Officer -		19.50	Hours	11.05	215.48
07:00-17:45 04/09/20 Armed Security Officer -		19.50	110013	71.55	
07:00-17:45		19.50	Hours	11.05	215.48
04/10/20 Armed Security Officer -					5.15.44
07:00-17:45		19.50	Hours	11.05	215.48
04/13/20 Armed Security Officer -		40.50	House	11.05	215.48
07:00-17:45 04/14/20 Armed Security Officer -		19.50	Hours	11.00	2.07.1
07:00-17:45		19.50	Hours	11.05	215.48
04/15/20 Armed Security Officer -					
07:00-17:45		19.50	Hours	11.05	215.48
Please remit payment to: Cosi Security P.O. Box 844					
Serving and protecting what is most v	aluable to you! Please be s	ure	Sub-Total		2,370.28
to include your invoice numbers on you	ur payment. All invoices an a \$35 late fee. Thanks so r	e net nuch	Sales Tax		
for your business!!!!!	10 after then, late payments will incur a \$35 late fee. Thanks so much		TOTAL		\$2,370,28



Ccsi Security P.O. Box 8485 Jackson, MS 39284

INVOICE NO.	16800	
DATE	05/01/20	

#### CUSTOMER

Pat Baylis Water/Sewer Department- - Metro Center 1000 Metrocenter Ste 103 Jackson, MS 39209-7515

#### **SERVICE LOCATION**

TERMS: Upon Receipt	CUSTOMER NO. 5045	JOB N 5045		P.O. NO.	
Description	Qı	uantity	Unit of Measure	Price	Amount
04/16/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/17/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/20/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/21/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/22/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/23/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/24/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.48
04/27/20 Armed Security Officer - 07:00-17:45		19.50	Hours	11.05	215.4
04/28/20 Armed Security Officer - 07:00-17:45 04/29/20 Armed Security Officer -		19.50	Hours	11.05	215.4
07;29/20 Armed Security Officer - 07;00-17;45 04/30/20 Armed Security Officer -		19.25	Hours	11.05	212.7
07:00-17:45		19.50	Hours	11.05	215.4
Please remit payment to: Cosi Security P.O. Box 84 Serving and protecting what is most v		ure	But Watel		2,367.51
to include your invoice numbers on yo	ur payment. All invoices are	3	Sub-Total Sales Tax		2,007101
net 10 after then, late payments will in much for your business!!!!	icur a \$35 late fee. Thanks	50	TOTAL		\$2,367.51

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHRIC CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE STATE STREET RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(013) LPA/107548, CITY PROJECT NUMBER 17B4001 (WARD 7)

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc., for the State Street Resurfacing Project from Fortification Street to Woodrow Wilson Avenue; and

WHEREAS, during construction, the contractor broke three shallow water service lines while excavating old curb and gutter that will be reconstructed; and

WHEREAS, those water service lines were capped at the old meter and no longer in use, but they needed to be fully disconnected and capped at the water main; and

WHEREAS, the City and contractor mutually agree that an additional pay item is necessary for the time needed to cap the water services at the main, and the additional cost will be an amount not to \$3,025.00 with no additional working days to be added to the contract.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #1 to the contract of Hemphill Construction Company, Inc. for the State Street Resurfacing Project, Federal Aid Project Number STP-6928-00(013) LPA/107548, City Project Number 17B4001, increasing the contract cost by \$3,025.00 to \$4,443,943.20.

Agenda Item No. 20 May 26, 2020

BY: MILLER, WILLIAMS, R. LEE, LUMUMBA

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 6, 2020

	POINTS	COMMENTS					
1.	Brief Description/Purpose	Order authorizing the Mayor to execute Supplemental Agreement #1 with Hemphill for the State Street Resurfacing Project					
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life					
3.	Who will be affected	Motorists, businesses, residents, and pedestrians on State St					
4.	Benefits	Street resurfacing, sidewalk repairs.					
5.	Schedule (beginning date)	Upon concurrence of MDOT					
6.	Location:  WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	State St from Fortification St to Woodrow Wilson Ave (Ward 7)					
7.	Action implemented by:  City Department  Consultant	City of Jackson, Department of Public Works, Engineering Division					
8.	COST	Adds \$3,025.00 to the contract amount.  New contract amount: \$4,443,943.20  No days added to the contract time.					
9.	Source of Funding General Fund Grant Bond Other	1% Sales Tax Funds 173 45135 7B4001 701 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



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

#### **MEMORANDUM**

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller

Director

**Date:** April 3, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the contract with Hemphill for the State Street Resurfacing Project from Fortification Street to Woodrow Wilson Avenue.

During excavation of the old curb in the 1500 block of North State Street, the contractor hit and broke three shallow water service lines. The lines were capped at the old water meter location and no longer in service, but the City determined that it would be necessary to disconnect and cap the service lines at the 20" water main located under the center turn lane.

Most of the pay items necessary for this work, such as excavation, backfill, and temporary asphalt patching, are already incorporated into the project with sufficient extra quantities to account for unforeseen circumstances that could arise during construction. However, the City needs to add an additional pay item to the contract for the work to disconnect and cap the water service lines. The contractor has provided a proposed cost of \$3,025.00 for the extra pay item to disconnect and cap the water service lines. No additional days would be added to the contract.

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

455 East Capitol Street
Post Office Box 2777
Jackson, Mississippi 19207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

## **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE STATE STREET RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6928-00(013) LPA/107548, CITY PROJECT NUMBER 17B4001 (WARD 7) is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, CITY ATTORNEY

Terry Williamson, Legal Counsel

4/6/20 DATE ORDER RATIFYING A CONTRACT WITH SPECIALTY DIVING OF LOUISIANA, INC, FOR DIVING SERVICES AT THE INTAKE STRUCTURE FOR THE OB CURTIS WATER TREATMENT PLANT (ALL WARDS)

WHEREAS, the City of Jackson required the services of Specialty Diving of Louisiana, Inc, to remove sediment and debris from the intake pipes located at the Ross Barnett Reservoir; and

WHEREAS, the intake pipe structures are designed to transport water from the Ross Barnett Reservoir to OB Curtis Water Treatment Plant for processing and treatment before releasing into the water distribution system: and

WHEREAS, due to the sediment and debris within the intake pipe structures OB Curtis was limited in treating water causing low pressure within the water distribution system; and

WHEREAS, the Department of Public Works contacted Specialty Diving of Louisiana Inc, to assist the City of Jackson with removing he sediment and debris from the intake pipes causing restricted flow into the OB Curtis Water Treatment Plant.

WHEREAS, the cost of the work to remove the sediment and debris totaled \$210,734.48.

IT IS, THEREFORE, ORDERED that payment be made to Specialty Diving of Louisiana, Inc, in the amount of \$210,734.48 for the work performed to remove the sediment and debris from the intake pipes located at the Ross Barnett Reservoir to allow proper flow for treatment at the OB Curtis Water Treatment Plant.

BY:	WILLIAMS, CARTER,	MILLER, LUMUMBA
DATE:	May 26, 2020	
ITEM#	21	

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 30, 2020

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH SPECIALTY DIVING OF LOUISIANA, INC, FOR DIVING SERVICES AT THE INTAKE STRUCTURE FOR THE OB CURTIS WATER TREATMENT PLANT (ALL WARDS)
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	OB Curtis Water Treatment Plant
4.	Benefits	Drinking Water
5.	Schedule (beginning date)	The project is complete
6.	Location:  WARD CITYWIDE (yes or no) (area) Project limits if applicable	OB Curtis Water Treatment Plant
7.	Action implemented by: City Department Consultant	This project was implemented by the Engineering Division.
8.	COST	<b>/\$210,734.48</b>
9.	Source of Funding  General Fu  Grant Bond Other	Funds have been identified in Fund 148 to cover the expense for services to Specialty Divers of Louisiana, Inc.
10.	EBO participation	ABE

#### **MEMORANDUM**

To:

Mayor, Chokwe Antar Lumumba

From:

Robert K. Miller

Director

Date:

April 30, 2020

Subject:

Agenda Item for City Council Meeting

Attached, you will find an item for the agenda ratifying a contract with Specialty Divers of Louisiana, Inc, for the removal of sediment and debris at the intake pipe structure located at the Ross Barnett Reservoir.

Robo K. Miller

It is the recommendation of this office that this item be approved. If you have any questions or comments, please feel free to contact us at (601) 960-2091.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 59207-2779 Telephone: (601) 960-1799 Facsimile: (601) 960-1756

# OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING A CONTRACT WITH SPECIALTY DIVING OF LOUISIANA, INC. FOR DIVING SERVICES AT THE INTAKE STRUCTURE FOR THE OB CURTIS WATER TREATMENT PLANT (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, CITY ATTORNEY

Terry Williamson, Legal Counsel

February 13, 2020

Richard Harper City of Jackson, MS 100 O.B Curtis Drive Ridgeland, MS

Phone: (601) 960-2729

Email: thatper@claulackson.ms.us

RE: Assist with Repair of Sluice Gate

Bid: BD201013

Dear Mr. Harper:

Specialty Diving of LA, Inc. would like to thank you, for considering our services to complete the above-referenced project. All work would be accomplished with the highest regard for safety and quality, and performed in accordance with the general provisions as stated in our current published schedule of rates.

Please make note that Specialty Diving of LA, Inc. is a Woman-Owned certified business.

This proposal is based upon both parties entering into a contract with mutually agreeable terms and conditions. Contractor has based its proposal on the information provided by the Company in its original request for Contractor proposal. Any differences between this information and actual field conditions will be cause for Contractor to adjust its price. Any services not addressed in this proposal will be provided in accordance with the aforementioned schedule of rates.

This proposal will remain firm for a period of 30 calendar days from this date, and is subject to the availability of listed services upon job commencement.

We appreciate the opportunity to serve you, and look forward to working with you in the future. Please feel free to contact us should you have any questions, or to discuss how we should proceed, at (985) 542-8770.

Respectfully,

Maria Rivet Operations Manager



# Assist with Repair of Sluice Gate City of Jackson – O.B. Curtis Water Plant

Submitted To:
Richard Harper
City of Jackson, MS
100 O.B Curtls Drive
Ridgeland, MS

Phone: (601) 960-2729

Email: marver@city.iscl.son.ms.as

February 13, 2020

OF LOUISIANA, INC. P.O. BOX 2853 HAMMOND, LA 70404 PH: (886) 642-6770 FAX: (896) 345-7802

FAX: (858) 345-7 wrantedive.com



## INVOICE: # 20-1007-ID-1

City of Jackson - OB Curtis Water Plant 100 O.B. Curtis Drive Ridgeland, MS 39157

February 5, 2020 Our Job Num: Purchase Order:

20-1007-ID

Contact:

Richard Harper

rharmerapolity. acknonums. us

Specialty Diving charges for Sunday, January 26, 2020 through Monday, February 3, 2020 to clear obstruction and inspect.

Mobilization/Demobilization	
Mobilization / DeMobilization - Additional Crew & Equipment	\$ 6,540.00

Sunday Januar 25, 2020	Qty		Unit Cost	Ext. Cost
Personnel OT- 12 Man Crew Equipment Subsistence (per man/per day) Consumable	8 1 12	hrs day men	\$863.26 \$6,313.38 \$140.00	\$ 6,906.08 6,313.38 1,680.00
Demurrage	2	bti(s)	\$2.20	4.40
Total This Day				\$ 14,903.86

	Qty		Unit Cost	Ext. Cost
Monday, January 27, 2020  Personnel - 12 Man Crew, 12 Hr. Day Equipment Subsistence (per man/per day) Penetration Consumables	1 1 12 2538	day day men feet	\$8,714.79 \$6,313.38 \$140.00 \$2,25	\$ 8,714.79 6,313.36 1,680.00 5,710.50
Demurrage Diesel Gasoline Pollution Rags	2 30 5 5	bti(s) gai gai es	\$2.20 \$2.97 \$2.36 \$0.62	4.40 88.96 11.78 3.10
Total This Day				\$ 22,526.93

OF LOUISIANA, INC. P.O. BOX 2853 HAMMOND, LA 70404 PH: (986) 542-8770 FAX: (985) 345-7802 WWW.edive.com





Tuesday, January 29, 2020	Qty		Unit Cost	Ext. Cost
Personnel - 12 Man Crew Equipment Subsistence (per man/per day) Communication	8 1 12	hrs day men	\$726.24 \$6,313.38 \$140.00	\$ 5,809.92 6,313.38 1,680.00
Demurrage Duct Tape Total This Day	2 2	bti(s) rođe	\$2.20 \$14.00	4.40 28.00
I lotter inter Day				\$ 13,835.70

	Qty		Unit Cost		Ext. Cost
Wednesday, January 29, 2020 Personnel - 12 Man Crew, 12 Hr. Day Equipment Additional Equipment - Light Plant Subsistence (per man/per day) Penetration	1 1 1 12 2543	day day day men feet	\$8,714.79 \$6,313.38 \$40.00 \$140.00 \$2.25	\$	8,714.79 6,313.38 40.00 1,680.00 5,721.75
Gensumables Demurrage Diesel Gasoline 64 GB Zip Drive	2 60 12 1	bti(s) gai gai ea	\$2.20 \$2.97 \$2.36 \$16.08		4.40 177.95 28.28 16.08
Total This Day				•	22,695,62

Thursday Tanuary 20, 2020	Qty		Unit Cost	Ext, Cost
Thursday, January 30, 2020 Personnel - 11 Man Crew, 12 Hr. Day Equipment Additional Equipment - Light Plant Subsistence (per man/per day) Penetration Consumption	1 1 1 12 2892	day day day men feet	\$8,181.19 \$6,313.38 \$40.00 \$140.00 \$2,25	\$ 8,181.19 6,313.38 40.00 1,680.00 6,507.00
Demurrage Diesel Gasoline Pollution Rags	2 80 13 15	bti(s) gai gai ea	\$2.20 \$2.97 \$2.36 \$0.62	 4.40 237.27 30.63 9.30
Total Tals Cay				\$ 23,003,17

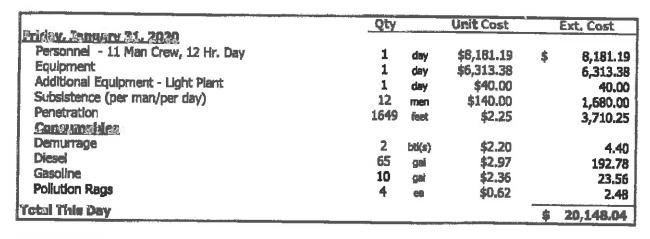
SPECIALTY DIVING OF LOUISIANA, INC.

F.O. BOX 2653

HAMMOND, LA 70404 PR: (905) 642-9770 FAX: (905) \$45-7002 enne.scive.com



325



Saturdov. February 1, 2020	Qty		Unit Cost	ದಿದೆ. Cost
Personnel OT - 11 Man Crew Equipment Additional Equipment - Light Plant Subsistence (per man/per day) Penetration	10 1 1 12 1580	hrs day day men feat	\$810.40 \$6,313.38 \$40.00 \$140.00 \$2.25	\$ 8,104.00 6,313.38 40.00 1,680.00 3,555.00
Consumables Demurage Diesel Gasoline Total This Day	2 15 5	bti(s) gel gel	\$2,20 \$2,97 \$2.36	4.40 44.49 11.78 19,753.05

Synday February 2, 2020	Qty	-	Unit Cost	 Ext, Cost
Personnel OT - 12 Man Crew Equipment	8 1	hrs day	\$863.26 \$6,313.38	\$ 6,906.08 6,313.38
Additional Equipment - Light Plant Subsistence (per man/per day) Gentumaki	1 12	day men	\$40.00 \$140.00	40.00 1,680.00
Demurrage	2	bti(s)	\$2,20	4.40
Total This Day				\$ 14,943.86

OF COURSEAUX, INC.

P.O. BOX 2858

HAMMOND, LA 70404 PK: (885) 842-6770

FAX: (985) 345-7602 travesilve.com





	Qty		Unit Cost	 Ext. Cost
Personnel - 12 Man Crew Equipment Additional Equipment - Light Plant Subsistence (per man/per day) Penetration	8 1 1 1 12 2264	hrs day day men faet	\$726.24 \$6,313.38 \$40.00 \$140.00 \$2.25	\$ 5,809.92 6,313.38 40.00 1,680.00 5,094.00
Cansumables Demurrage Diesel Gasoline Pollution Rags	2 15 2 10	bti(s) gal gai ea	\$2,20 \$2,97 \$2,36 \$0.62	 4.40 44.49 4.71 6.20
Total This Day				\$ 18,997.10

## **TOTAL CHARGE THIS INVOICE**

\$ 177,348.34

Thank You. We appreciate your business!
Phase milk to:
SPECIALTY DIVING OF LOUISIANA, INC.
F.O. Box 2553
Hammood, LA 70404

P.O. FOX 2853 HARMOND, LA 70404 PH: (865) 542-8770 FAX: (865) 845-7602

www.eaffvs.com



INVOICE: # 20-1006-ID-1

City of Jackson - OB Curtis Water Plant 100 O.B. Curtis Drive

100 O.B. Curtis Drive Ridgeland, MS 39157 February 5, 2020

Our Job Num:

Purchase Order:

20-1006-ID

Contact:

Richard Harper

Specialty Diving charges for Friday, January 24, 2020 and Saturday, January 25, 2020 to inspect obstruction in intake.

	Mobilization/Demobilization	
Piobilization / DaMobilization		\$ 3,360.00

	Qty		Unit Cost	Ext. Cost
Friday, January 24, 2020				-11-11
Personnel - 8 Man Crew, 12 Hr. Day	1	day	\$6,209.48	\$ 6,209.48
Equipment	1	day	\$3,620.25	3,620.25
Subsistence (per man/per day)	8	men	\$140.00	1,120.00
Penetration	1570	feet	\$2,25	3,532.50
@orgavina bleg				
Demurrage	2	btl(s)	\$2.20	4.40
Duct Tape	1	roll(s)	\$14.00	14.00
HP AIr	2	bti(s)	\$58.00	116.00
Diesei	15	gal	\$2.98	44.66
Gasoline	5	gal	\$2.47	12.36
4" Fiberfix	2	CD.	\$12.29	24.59
2" Fiberfix	5	ea.	\$8.42	42.09
Total This Day				\$ 14,740.32

CPF LOUISIA.RA., INC. P.O. BOX 2852 HAMMOND, LA 70404 PH: (985) 542-8770 FAX: (885) 345-7602 WWW.adiva.com



Saburday, January 25, 2020	Qty		Unit Cost	 Ext. Cost
Personnel - 8 Man Crew, 12 Hr. Day Equipment Subsistence (per man/per day) Penetration Consumotics	1 1 8 1890	day day men feet	\$6,209.48 \$3,620.25 \$140.000 \$2,25	\$ 6,209.48 3,620.25 1,120.00 4,252.50
Demurrage Duct Tape 1/2" Rope Diesel Gasoline	2 1 1 10 3	bti(s) roll(s) roll(s) gal gai	\$2.20 \$14.00 \$88.00 \$2.98 \$2.47	4.40 14.00 88.00 29.77 7.41
Total This Day				\$ 15,345.82

**TOTAL CHARGE THIS INVOICE** 

\$ 33,386.14

Thank You, We appreciate your business!

Phisse remit to:

SPECIALTY DIVING OF LOUISIANA, INC.

P.O. Box 2853

Plantowns, LA 75404

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURGE SERVICES AGREEMENT WITH STERICYCLE, INC. ("SHRED-IT") FOR THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, Section 39-5-9, Mississippi Code of 1972, as amended provides a 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 functions of the City; and

WHEREAS, on February 23, 2016, the City Council of Jackson, Mississippi, passed a resolution adopting a City-wide retention schedule within the City of Jackson; and

**WHEREAS**, based on that adopted schedule, the Department of Municipal Clerk, City of Jackson, Mississippi ("City of Jackson"), has requested to utilize the services of Stericycle, Inc. ("Shred-it") to shred confidential and pertinent documents within the department; and

WHEREAS, the amount of said services will not exceed Four Hundred Twenty-Nine Dollars 00/100 (\$429.00) and will be effective for sixty (60) days upon execution.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a purge services agreement with Stericycle, Inc. ("Shred-it") for the Department of Municipal Clerk in an amount not to exceed Four Hundred Twenty-Nine Dollars 00/100 (\$429.00) for a term of sixty (60) days upon execution.

Agenda Item:

Date: May 26, 2020

By: (A. Harris, Lumumba)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 6, 2020 DATE

	POINTS	COMMENTS		
1.	Brief Description/Purpose	This item provides for a 60-day purge services agreement within the Department of Municipal Clerk		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows the Department of Municipal Clerk to shred certain outdated documents aligning with the City's adopted retention schedule		
3.	Who will be affected	Department of Municipal Clerk		
4.	Benefits			
5.	Schedule (beginning date)	Between June 15 <sup>th</sup> to June 26 <sup>th</sup> , 2020		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City Hall		
7.	Action implemented by: City Department Consultant	Department of Municipal Clerk		
8.	COST	Not to exceed \$429.00		
9.	Source of Funding General Fund Grant Bond Other	General Fund – 001-428-6419		
10.	EBO participation	ABE       %       WAIVER yes no N/AX         AABE       %       WAIVER yes no N/AX         WBE       %       WAIVER yes no N/AX         HBE       %       WAIVER yes no N/AX         NABE       %       WAIVER yes no N/AX		

Revised 2-04

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 PURGE SERVICES AGREEMENT WITH STERICYCLE, INC. ("SHRED IT") FOR THE DEPARTMENT OF MUNICIPAL CLERK, is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Monica D. Allen, Special Assistant to City Attorney



#### **Purge Service Agreement** Effective Date 05/06/2020

Service Address:

Billing Information (if different to service address):

Customer/Company Name:

City of Jackson

Billing Contact/Company Name:

Street Address:

219 S President St

Street Address:

City / State: Zip:

Jackson MS 39201-2361

City / State:

Phone:

601-960-1111

Zip: Phone:

Fax:

601-960-1009

Fax

Email

kristim@jacksonms.gov

Email

Service Scheduled: No	Service Type: On-Site	Service Frequency:	Purge	Collection Type: Floor	
Minimum		Additional			
Container Type	Container Quantity	Additional Container Quantity (at the additional container rate)	Total Unit Quantity	Additional Container Rate (for items included in the additional container qty, or for future container additions)	Unit Total Charge
Small Box (≤1.7 cu.ft. / ≤48L)	10	20	30	\$9.00	\$180.00
Blue Bag				\$21.00	
Large Box (>1.7-3.0 cu.ft.) / (>48-85L)				\$14.00	
XL Box (oversized)				\$21.00	
Minimum Charge (per service)	\$249.00	Total Units	30	Additional Container Charge (per service)	\$180.00
	Other Service Fees -	Charges based on services & c	uantities rend	lered	
	Item			Unit Ra	ite

Customer Service Agreement Notes:

Pricing will differ for future services if quantity changes significantly.

Transactional Payment Details:

Payment Method: Invoiced PO Required:

No

PO#

Blanket PO

Liable for Tax

Yes

Service Guarantee: Shred-it guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Shred-it by written notice to the Account Care department at the address listed below.

#### Additional Fees (per service)

Minimum Charge

\$249.00

Total Service Fees (Per Service) \* \$429.00 (Plus Additional Fees and applicable Taxes may apply)

Fuel & Environmental Surcharge

Per Monthly Index

(Ancillary fees may apply)

Recycling Recovery Surcharge IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

Per Monthly Index

\*The offer will expire 06/05/2020

Shred-it:

**Customer:** 

Contracting Entity: Stericycle, Inc., on behalf of itself and its subsidiaries

("Shred-it")

Emily Sollman

Name: Name:

Customer/Company

City of Jackson

Chokwe Antar Lumumba

Name: Title:

Inside Sales Executive

Title:

Date:

Date:

Signature:

Emily Sollman 52A6A99D0021407.

Signature:

Customer agrees to be bound by the following terms and conditions.

Stericycle • 4010 Commercial Ave, Northbrook, IL 60062 • P 800-697-4733

#### TERMS AND CONDITIONS

- 1. **Document Destruction Services.** Shred-it will: (i) collect the Customer's paper and other agreed upon materials ("CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) Shred-it will provide Customer with a Certificate of Destruction if requested by Customer. (iv) Shred-it will recycle or otherwise dispose of the CCM. (v) Customer shall not include any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe in the CCM.
- Term of this Agreement. The term of this Agreement will begin on the Effective Date and continue for sixty days.
- 3. **Pricing: Payment Terms.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") Customer agrees to pay the Service Fees and all other amounts due immediately upon completion of the Services and in any event no later than thirty (30) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S, funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Shred-it has arrived at Customer's location on the scheduled shredding date.
- 4. Ancillary Charges. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at <a href="https://www.shredit.com">www.shredit.com</a> ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
- 5. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
- 6. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement.
- 7. **Confidentiality.** Customer agrees to not disclose to any third parties Shred-it pricing, policies and procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to receipt of the same from Customer.
- 8. Compliance with Laws and Policies. Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.
- 9. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Shred-it's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Shred-it as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties adronwledge that the services provided involve interstate commerce). (f) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Shred-it unless agreed to by Shred-it in writing.







### **Secure Document Destruction**

AVAILABLE AS A REGULARLY SCHEDULED SERVICE OR ONE-TIME PURGES.

#### Regularly Scheduled Services

- Perfect for day-to-day protection
- · Secure consoles come in a variety of styles, and sizes
- Set schedule minimizing document overflow
- · On-site collection from your site by Shred-it
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following each service

#### **One-Time Destruction Services**

- Perfect for customers with a one-time need
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following your service



#### **Hard Drive Destruction**

- Physical destruction ensures information is unrecoverable
- Chain of Custody process provides end-to-end security
- Risk-free alternative to stockpiling, erasing, reformatting or degaussing
- Itemized Certificate of Destruction for your files

# Shred-it®

## Getting Ready for Your Upcoming Destruction Service.

#### We're very pleased to have you as our customer.

To help ensure your upcoming service proceeds as smoothly as possible, we've prepared a handy checklist to help you get ready.

- √ Confirm your service date you will be contacted by one of our service representatives to schedule your service and confirm the date.

  IMPORTANT: If you have not received confirmation of your date, please contact the representative identified at the bottom of this document.
- √ Allow space to park our Shred-it truck if possible, please ensure a safe, easy-to-access location for us to park our service vehicle. If you have a preferred entrance/exit you'd like us to use, please let us know when we confirm your date and time slot.
- √ Make sure all corridors, and storage rooms are clear for safe passage when
  your Shred-it service representative arrives, they will require free and clear access
  to the documents you are destroying Please ensure the path from your entrance
  to your documents is free from clutter, debris, or other obstacles that could
  impede the representative.
- √ Documents in filing cabinets if the documents that you want destroyed are kept in filing cabinets, we will place them in one of our secure totes for removal. Please ensure easy access to the filing cabinets.
- √ Documents in boxes if the documents that you want destroyed are kept in storage boxes, we will remove them on a dolly. Please ensure easy access to the boxes.

IMPORTANT: if you wish to keep the physical boxes your documents are stored in, you will need to transfer the documents to another cardboard box, or we can transfer them to a secure tote for removal. Just let us know.

√ Paper clips, staples, folders, and envelopes – these are all safe for our shredding machines and can be included with the documents.

# Shred-it®

## What not to shred

Please ensure NONE of these items are included with your documents.

Batteries

= Food

Pressurized Containers

■ Large Metal Objects

■ Glass, cans, etc.

Electrical Items

Syringes

Cardboard Tubes

Sharp Objects

Ink Cartridges and Toners

#### Thank you for choosing Shred-it for your shredding service.

With 30 years of security expertise, you can be assured that your confidential information will be safe and secure from the moment we pick it up to the moment it is destroyed.

#### Questions?

We're here for you. If you have any questions or concerns about your upcoming service, feel free to contact us and we'll help.

#### Sales Representative

Name: Emily Sollman

Email: emily.sollman@stericycle.com

Direct Phone: 3179337029

Or call 1-800-697-4733 and press '0'



**Certificate Of Completion** 

Envelope Id: 32A89C69B9B949348E83CBE77AAD9BD7

Subject: Shredit Agreement For City of Jackson

Source Envelope:

Document Pages: 5 Signatures: 1 Initials: 0 Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

**Envelope Originator:** 

**Emily Sollman** 

emily.sollman@stericycle.com IP Address: 13.108.238.8

Record Tracking

Status: Original

5/6/2020 12:49:30 PM

Holder: Emily Sollman

emily.sollman@stericycle.com

Location: DocuSign

**Signer Events** 

**Emily Sollman** 

emily.sollman@stericycle.com Inside Sales Executive Stericycle Inc. - Shred it

Security Level: Email, Account Authentication

(None)

Signature

Emily Sollman

Signature Adoption: Pre-selected Style Using IP Address: 99.179.162.201

**Timestamp** 

Sent: 5/6/2020 12:49:32 PM Viewed: 5/6/2020 12:49:38 PM Signed: 5/6/2020 12:49:41 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chokwe Antar Lumumba aharris@city.jackson.ms.us

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 5/6/2020 12:50:30 PM

ID: 1eb7067d-4ce5-40e5-9ea3-dccff53c203f

Sent: 5/6/2020 12:51:39 PM

In Person Signer Events

**Editor Delivery Events** 

**Agent Delivery Events** 

**Intermediary Delivery Events** 

**Certified Delivery Events** 

**Carbon Copy Events** 

Angela Harris

aharris@city.jackson.ms.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

ID: 1eb7067d-4ce5-40e5-9ea3-dccff53c203f

Signature

**Status** 

**Status** 

**Status** 

**Status** 

**Status** 

COPIED

**Timestamp** 

**Timestamp** 

**Timestamp** 

**Timestamp** 

**Timestamp** 

**Timestamp** 

Sent: 5/6/2020 12:51:42 PM Viewed: 5/6/2020 12:52:36 PM

Accepted: 5/6/2020 12:50:30 PM

**Witness Events** 

Signature

**Timestamp** 

**Notary Events** 

Signature

**Timestamp** 

**Envelope Summary Events** 

**Status** 

**Timestamps** 

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2020 12:51:42 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature</b>	Disclosure	

#### CONSUMER DISCLOSURE

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

#### How to contact Stericycle Inc. - Shred it:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customercare@stericycle.com

#### To advise Stericycle Inc. - Shred it of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customercare@stericycle.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

#### To request paper copies from Stericycle Inc. - Shred it

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Stericycle Inc. - Shred it

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari ™ 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. Shred it as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. Shred it during the course of my relationship with you.

ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND RELATED DOCUMENTS WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$480,000.00 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR 2021 MULTI-MODAL TRANSIT PROGRAM

Stal 20 May

**WHEREAS**, the Mississippi Department of Transportation ("MDOT") annually allocates funding for transit programs through its Multimodal Transit Fund; and

WHEREAS, to receive said funds, the City of Jackson is required to submit an application; and

**WHEREAS**, the City of Jackson will apply to MDOT for financial assistance in the amount of \$480,000.00 for operating assistance which represents allocations for the FY 2021 apportionment; and

**WHEREAS,** the funds can be used to support operating expenses for the City's transit system, JATRAN; and

**WHEREAS**, the funds can also be used as matching funds to existing Federal Transit Administration funds received by the City; and

**WHEREAS**, the Department of Planning and Development, through its Transit Services Division, is recommending that a grant application be submitted and that the Mayor be authorized to execute the grant agreement and related documents to be used by the City's Transit System for the Fiscal Year 2021 Multi-Modal Transit Program.

- **IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an application to be submitted to the Mississippi Department of Transportation for a grant in the amount of \$480,000.00 for the City's transit system.
- IT IS FURTHER ORDERED that the Mayor is authorized to execute the grant agreement and related documents with the Mississippi Department of Transportation for the acceptance and implementation of the grant award of \$480,000.00 to aid in the financing of the City's transit system.

Item#

Agenda Date: May 26, 2020 By: (Welch, Hillman, Lumumba) CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 5/26/2020

P	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION AND AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS AND RELATED DOCUMENTS WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR (FY) 2021 MULTI-MODAL TRANSIT PROGRAM		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.		
3.	Who will be affected	All residents and of the City of Jackson.		
4.	Benefits	This grant will be used for the support of operating expenses of City's public transit system.		
5.	Schedule (beginning date)	October 1, 2020 to September 30, 2021		
6.	Location:	Department of Planning & Development/Transit Services Division/All wards		
7.	Action implemented by: City Department	Department of Planning & Development Transit Services Division.		
8.	COST	\$0.00		
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: Chokwe A. Lumumba, Mayor

**THRU:** Jordan Hillman, Director

Planning and Development

**FROM:** Christine Welch, Deputy Director

Office of Transportation

**DATE:** May 18, 2020

**RE:** Agenda Item for May 26, 2020 City Council Meeting

The attached agenda item authorizes the staff to submit an application and authorizes the Mayor to execute grant agreements and related documents in the amount of \$480,000 to receive state funds from the Mississippi Department of Transportation (MDOT) Multimodal Transit Program. These grant funds represent state allocations for fiscal year 2021.

As the recipient of the funds, the City of Jackson agrees that said funds will be used to support operating expenses included in JATRAN's approved budget. The City will use these funds to match existing Federal Transit Administration (FTA) funds provided to support transit operations.

The City has received these funds from MDOT in prior years to cover JATRAN's operating expenses.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail <a href="mailto:cwelch@jacksonms.gov">cwelch@jacksonms.gov</a>.

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 SUBMISSION OF AN APPLICATION AND AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS AND RELATED DOCUMENTS WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR (FY) 2021 MULTIMODAL TRANSIT PROGRAM, is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Date

# Told on the same

## ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

**WHEREAS**, the Department of Planning and Development, Transit Services Division, had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

**WHEREAS**, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City's transit system; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services were done without prior approval by the governing authorities; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from two (2) vendors be ratified and authorized for payment:

	Date	Vendor Name	Purchases/Services	Amount
1.	2/20/2020	Syntech	The transit facility has an onsite fueling system. On 2/20/20, the system stopped working and we had to acquire Technical Support to get the system back working. Currently, we do not have a Maintenance nor Technical Support contract for this system.	\$145.00
2.	4/27/2020	JefCoat Fence Company	Vendor utilized to repair the gate at the property located at 1785 Highway 80 West due to a gate malfunction on 4/23/2020. This gate is essential to the safety and security of the facility.	\$120.00
			Total	\$265.00

**IT IS, THEREFORE**, **ORDERED** that the purchases and procurement of services from Syntech in the amount of \$145.00 and JefCoat Fence Company in the amount of \$120.00 be authorized and payment made to the vendors.

Item No.:

24

Agenda Date: May 26, 2020

By:

Welch, Hillman, Lumumba

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 5/26/2020

POINTS		COMMENTS		
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation		
3.	Who will be affected	All residents and visitors of the City of Jackson.		
4.	Benefits	All residents and visitors of the City of Jackson.		
5.	Schedule (beginning date)			
6.	Location:	JAMF		
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division		
8.	COST	\$265.00		
9.	Source of Funding General Fund X Grant X Bond Other	187.565.10.6461: \$120.00 187.565.20.6419: \$145.00 Grant: MS.90,X092.00\$212.00 General Fund: \$53.00		
10.	EBO participation	ABE % WAIVER yes no N/A X  AABE % WAIVER yes no N/A X  WBE % WAIVER yes no N/A X  _HBE % WAIVER yes no N/A X  NABE % WAIVER yes no N/A X		

## MEMORANDUM

TO:

Chokwe A. Lumumba, Mayor

THRU:

Jordan Hillman, Director

Department of Planning & Development

FROM:

Christine Welch, Deputy Director

Office of Transportation

DATE:

May 8, 2020

RE:

Agenda Item for May 26, 2020 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail <a href="mailto:cwelch@jacksonms.gov">cwelch@jacksonms.gov</a>

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS, is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney \_\_\_(\_\_\_\_

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH JEFCOAT FENCE AND ACCESS CONTROL TO PROVIDE ROUTINE GATE MAINTENANCE SERVICES AT THE JATRAN ADMINISTRATIVE AND MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI

WHEREAS, the Department of Planning and Development, through its Transit Division, is in need of gate maintenance services at its administrative and maintenance facility located at 1785 Highway 80 West, Jackson, MS 39204; and

WHEREAS, Jefcoat Fence and Access Control was the only respondent to the staff's March 5, 2020, request for quotes to provide the routine gate maintenance services; and

WHEREAS, Jefcoat Fence and Access Control agreed to provide the services for thirtysix (36) month commencing June 1, 2020 through May 31, 2023, at an annual cost not to exceed \$1,200.00; and

WHEREAS, Jefcoat Fence and Access Control has experience with gate maintenance, and has been responsive and responsible in providing gate maintenance at the location; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Jefcoat Fence and Access Control to provide the services; and

WHEREAS, the annual cost for the maintenance is covered by Federal Transit Administration funds and the City's local match.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with Jefcoat Fence and Access Control to provide routine gate maintenance at the JATRAN Administrative and Maintenance Facility commencing June 1, 2020 through May 31, 2023, at a cost not to exceed \$1,200.00 per year.

IT IS FURTHER ORDERED that the annual services shall be paid with Federal Transit Administration grant funds at 80% (\$960.00) and local match from General Fund at 20% (\$240.00) to the Office of Transportation.

Item#

Agenda Date: May 26, 2020 By: (Welch, Hillman, Lumumba) CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 5/26/2020

POINTS		COMMENTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT WITH JEFCOAT FENCE AND ACCESS CONTROL TO PROVIDE ROUTINE GATE MAINTENANCE AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.		
3.	Who will be affected	Residents and visitors of JAMF		
4.	Benefits	Residents and visitors of JAMF		
5.	Schedule (beginning date)	June 1, 2020		
6.	Location:	Department of Planning & Development/Office of Transportation/All wards		
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation		
8.	COST	\$1,200.00 annually		
9.	Source of Funding General Fund x Grant x Bond Other	Grant#: MS-90-X092-00/ALI 44.24.00 (80%) \$960.00 General Fund: \$240.00 (20%) Acct#: 187.565.20.6419		
10.	EBO participation	ABE% WAIVER yes no N/A _X _		

### MEMORANDUM

TO:

Chokwe A. Lumumba, Mayor

THRU:

Jordan Hillman, Director

Department of Planning & Development

FROM:

Christine Welch, Deputy Director

Office of Transportation

DATE:

May 11, 2020

RE:

Agenda Item for May 26, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Jefcoat Fence and Access Control to maintain the gates at the City of Jackson's JTRAN Administration and Maintenance Facility (JAMF) for safety and security for a thirty-six-month period from June 1, 2020 to May 31, 2023 for an amount not to exceed \$1,200.00 per year.

On March 5, 2020, the City of Jackson's Office of Transportation requested quotes to contractors to provide gate maintenance contracts for the gates located at JAMF, 1785 Highway 80W. There was only one company that submitted a quote: Jefcoat Fence and Access Control.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail <a href="mailto:cwelch@jacksonms.gov">cwelch@jacksonms.gov</a>.

Office of the City Attorney

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2779

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

### OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH JEFCOAT FENCE AND ACCESS CONTROL TO PROVIDE ROUTINE GATE MAINTENANCE SERVICES AT THE JATRAN ADMINISTRATIVE AND MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Cb

DATE

CE AGREEMENT

ORDER AUTHORIZING AN AMENDMENT TO THE SERVICE AGREEMENT WITH EMSL ANALYTICAL, INC. FOR ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS

**WHEREAS,** the governing authorities for the City of Jackson have on occasions approved resolutions declaring certain parcels located in the City to be a menace to public health, safety and welfare; and

**WHEREAS**, the Department of Planning and Development through its Community Improvement Division takes samples from dilapidated structures upon certain parcels of real property in the City of Jackson being declared a menace to public health, safety, and welfare pursuant to Section 21-19-11 of Mississippi Code of 1972; and

WHEREAS, said samples must be tested for asbestos prior to demolition for abatement purposes; and

WHEREAS, by order entered on March 31, 2020, at Minute Book 6Q, page 824, the governing authorities authorized the Mayor to execute a service agreement and related documents with EMSL Analytical, Inc. to provide asbestos testing of dilapidated structures at a cost not to exceed \$10,000.00 for work performed from April 1, 2020 through September 30, 2020, and further authorized that the agreement may be renewed under the same terms and conditions up to four (4) years, at a cost not to exceed \$25,000.00 per year, subject to the right of the succeeding governing authorities to void; and

**WHEREAS**, the Community Improvement Division has determined that based on the increased number of dilapidated properties approved for demolition, there is an increase in the need for sample testing prior to demolition; and

**WHEREAS**, an additional \$15,000.00 is required to complete all of the demolition projects from April 1, 2020 through September 30, 2020; and

**WHEREAS**, funds for the sample testing for asbestos testing are approved in the current fiscal year budget, Account No. 001-444-70-6485.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an amendment to the service agreement and related documents with EMSL Analytical, Inc. to provide professional asbestos testing services on samples from dilapidated structures upon certain parcels of real property in the City of Jackson from April 1, 2020 through September 30, 2020, at a cost not to exceed \$25,000.00.

**IT IS FURTHER ORDERED** that the agreement may be renewed under the same terms and conditions up to four (4) years, at a cost not to exceed \$50,000.00 per year, subject to the right of the succeeding governing authorities to void.

Agenda Item No. 26 May 26, 2020

ITEM NO.	
DATE: M 10	2020

DATE: May 19, 2020 BY: (HILLMAN, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 06/09/2020

	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO AMEND A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH EMSL ANALYTICAL, INC. TO CONDUCT ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement     Crime Prevention     Quality of Life		
3.	Who will be affected	All City of Jackson residents		
4.	Benefits	Prompt service in asbestos testing which is a key step in the demolition of dilapidated structures within the City.		
5.	Schedule (beginning date)	June 9, 2020		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide		
7.	Action implemented by: City Department Consultant	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION		
8.	COST	\$ 15,000.00		
9.	Source of Funding  General Fund Grant Bond Other	GENERAL FUNDING (001-444.70-6485)		
10.	EBO participation	ABE		



## Memo

To: Chokwe Lumumba, Mayor

From: Jordan Rae Hillman, Director

**Department of Planning and Development** 

Date: 5/19/2020

Re: Agenda Item

The attached agenda item requests authorization to amend an agreement with EMSL Analytical Inc. regarding asbestos testing of dilapidated structures, which are being demolished in the City of Jackson.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail jhillman@jacksonms.gov.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2779

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING AN AMENDMENT TO THE SERVICE AGREEMENT WITH EMSL ANALYTICAL, INC. FOR ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

opp

Date

ANAGEMENT

## ORDER AUTHORIZING PAYMENT TO THOMAS MANAGEMENT GROUP FOR WORK COMPLETED ON CERTAIN DEMOLITION PROJECTS IN THE CITY OF JACKSON, MISSISSIPPI

WHEREAS, the governing authorities passed resolutions declaring certain parcels located in the City of Jackson to be a menace to public health, safety and welfare and authorized the demolition and/or cleaning of the parcels by contract or municipal labor; and

WHEREAS, the City entered into certain contracts with Thomas Management Group to demolish and remedy the conditions of the dilapidated structures located at 140 Grandview Circle (Parcel 606-58), 141 Grandview Circle (Parcel 606-70), 226 Grandview Circle (Parcel 606-53), and 402 Grandview Circle (Parcel 606-76) after declaring the parcels to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of Mississippi Code of 1972, as amended; and

WHEREAS, Thomas Management Group demolished the structures located at 140 Grandview Circle (Parcel 606-58), 141 Grandview Circle (Parcel 606-70), 226 Grandview Circle (Parcel 606-53), and 402 Grandview Circle (Parcel 606-76), but did not remove the demolition debris or perform other requirements of the contracts; and

WHEREAS, the total contract value of the demolition and cleaning contracts is \$19,820.00; and

**WHEREAS**, forty (40) percent of the total contract value of the demolition and cleaning contracts is \$7,928.00; and

**WHEREAS**, Thomas Management Group has elected to receive 40% payment for work performed with the understanding that it will not be eligible to bid or receive additional work with the City of Jackson, Mississippi for sixty (60) days upon the governing authorities authorizing said payment; and

**WHEREAS**, the Community Improvement Division recommends that the governing authorities accept the terms elected by Thomas Management Group and authorize payment to Thomas Management Group for work completed.

**IT IS, THEREFORE, ORDERED** that payment in the amount of \$7,928.00 be made to Thomas Management Group for demolition of certain dilapidated structures in the City of Jackson.

IT IS FURTHER ORDERED that Thomas Management Group is not eligible to bid or receive additional work with the City of Jackson, Mississippi for sixty (60) days.

Item No.

Item Date: May 26, 2020

By: Hillman, Lumumba

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 5/26/2020

DATE

	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO PAY THOMAS MANAGEMENT GROUP 40% OF CONTRACT AMOUNTS FOR WORK PARTIALLY COMPLETED ON DEMOLITION PROJECTS		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement     Crime Prevention     Quality of Life		
3.	Who will be affected	All City of Jackson residents		
4.	Benefits	Approval of the recommended action will allow Community Improvement to move forward with new contractors to finish incomplete projects		
5.	Schedule (beginning date)	May 27, 2020		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide		
7.	Action implemented by: City Department Consultan	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION		
8.	COST	\$7,928.00		
9.	Source of Funding  General Fund Grant Bond Other	GENERAL FUNDING (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		



## Memo

To:

**Chokwe Lumumba, Mayor** 

From:

Jordan Rae Hillman, Director

**Department of Planning and Development** 

Date:

5/20/2020

Re:

**Agenda Item** 

The attached agenda item is an order requesting that the Jackson City Council authorize a forty percent (40%) payment in the amount of \$7,928.00 to Thomas Management Group for work partially completed on four (4) demolition contracts which totaled \$19,820.00 (for 140 Grandview Circle, 141 Grandview Circle, 226 Grandview Circle, and 402 Grandview Circle). Due to breach of contracts, it is recommended that Thomas Management Group be banned from doing business with the City of Jackson for a period of sixty (60) days, from May 26, 2020 through July 25, 2020; becoming eligible to work with the City again on July 26,2020. Settling this issue will allow Community Improvement to move forward with new contractors to complete these projects.

Your consideration in this matter is appreciated.

To: Whom it may concern

I Tianna Thomas owner of Thomas Management Group is willing to accept the 40% payment of work that has been done for the city of Jackson. I do understand accepting this payment that I will be not eligible to bid or receive any other work from the city within the next sixty(60) days.

#### **Properties**

140 Grandview Circle \$4,986.00

141 Grandview Circle \$4,955.00

226 Grandview Circle \$4,898.00

402 Grandview Circle \$4,981.00

Total: \$19,820.00

40% total \$7,928.00

Tianna Thomas / CEO

Thomas Management Group

tmanagement@outlook.com

601-573-8757/601-573-5869



#### January 22, 2020

#### TIANNA, THOMAS THOMAS MANAGEMENT GROUP.

1060 E. COUNTY LINE RD STE-A-342 RIDGELAND, MS. 39157

#### Re: The following Case Numbers, Addresses and Notice To Proceed Dates:

2015-1134	2215 DECATUR ST.	NTP ISSUED 7/10/19
2014-2782	2025 MCDOWELL RD.	NTP ISSUED 7/22/19
2013-1896	1842 FIRST AVE.	NTP ISSUED 7/22/19
2017-1036	3234 SANTEE DRIVE	NTP ISSUED 7/22/19
2017-2174	141 GRANDVIEW CIRCLE	NTP ISSUED 6/28/19
2017-2175	402 GRANDVIEW CIRCLE	NTP ISSUED 6/28/19
2017-2176	226 GRANDVIEW CIRCLE	NTP ISSUED 6/28/19
2017-2177	140 GRANDVIEW CIRCLE	NTP ISSUED 6/28/19

Dear TIANNA, THOMAS THOMAS MANAGEMENT GROUP

The City of Jackson Community Improvement Division received the attached notice indicating that work which was contracted to be performed after the Notice to Proceed dates above. Multiple inspections revealed that the work required on the contracts signed by your company has not been completed and is deficient.

If the deficiencies are not cured on or before **February 5, 2020** the contract will be terminated for cause and/or liquidated damages may be withheld from payments due. In lieu of curing the deficiencies, you may provide written notice of your election to receive forty percent (40%) of the compensation payable under the contract for work you started and all other jobs will be given to another contractor and a sixty (60) day suspension from entering into subsequent contracts. Written notice of your election to receive forty percent (40%) of the compensation payable under the contract and a sixty (60) suspension from entering into subsequent contracts must be mailed by certified mail or e-mailed to me at <a href="mailto:rbrunson@city.jackson.ms.us">rbrunson@city.jackson.ms.us</a> on or before **February 5, 2020**.

Your prompt and immediate attention to this matter is greatly appreciated.

Sincerely,

Robert Brunson, Code Enforcement Supervisor cc: LaTonya Miller, Division Manager

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND THOMAS MANAGEMENT GROUP LLC, FOR THE DEMOLITION AND REMOVAL OF STRUCTURE(S) FOUNDATION, STEPS, DRIVEWAY, CUTTING OF GRASS AND WEEDS, REMOVAL OF TRASH AND DEBRIS AND REMEDYING OF CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATION SECTION 21-19-11 FOR CASE #2017-2174 - 141 GRANDVIEW CIRCLE - \$4,955.00.

WHEREAS, on March 27, 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 January 23, 2018 for Case #2017-2174 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, Thomas Management Group LLC appeared next on the rotation list and through its Manager, Tianna Thomas, has agreed to demolish the structure, cut grass, weeds and remedy conditions constituting a menace to public health and welfare for the parcel located at 141 Grandview Circle for the sum of \$4,955.00; and

WHEREAS, Thomas Management Group LLC has a principal office address of 1060 E. County Line Road Ste 3A-342, Ridgeland, Mississippi 39157 according to information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Thomas Management Group LLC for the demolition of the structure, cutting of vegetation, and remedying of other conditions on the property located at 141 Grandview Circle deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,955.00 shall be paid to Thomas Management Group LLC for the services provided from funds budgeted for the Division.

\* \* \* \* \* \* \* \* \* \* \* \*

Council Member Banks moved adoption; Vice President Lindsay seconded.

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

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND THOMAS MANAGEMENT GROUP LLC, FOR THE DEMOLITION AND REMOVAL OF STRUCTURE(S), FOUNDATION, STEPS, DRIVEWAY, CUTTING OF GRASS AND WEEDS, REMOVAL OF TRASH AND DEBRIS AND REMEDYING OF CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATION SECTION 21-19-11 FOR CASE #2017-2175 - 402 GRANDVIEW CIRCLE - \$4,981.00.

WHEREAS, on March 27, 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 January 23, 2018 for #Case 2017-2175 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, Thomas Management Group LLC appeared next on the rotation list and through its Manager, Tianna Thomas, has agreed to demolish the structure, cut grass, weeds and remedy conditions constituting a menace to public health and welfare for the parcel located at 402 Grandview Circle for the sum of \$4,981.00; and

WHEREAS, Thomas Management Group LLC has a principal office address of 1060 E. County Line Road Ste. 3A-342, Ridgeland, Mississippi 39157 according to information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Thomas Management Group LLC for the demolition of the structure, cutting of vegetation, and remedying of other conditions on the property located at 402 Grandview Circle deemed to be a menace to public health, safety and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,981.00 shall be paid to Thomas Management Group LLC for the services provided from funds budgeted for the Division.

\* \* \* \* \* \* \* \* \* \* \* \*

Council Member Banks moved adoption; Vice President Lindsay seconded.

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

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND THOMAS MANAGEMENT GROUP LLC, FOR THE DEMOLITION AND REMOVAL OF STRUCTURE(S), FOUNDATION, STEPS, DRIVEWAY, CUTTING OF GRASS AND WEEDS, REMOVAL OF TRASH AND DEBRIS AND REMEDYING OF CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATION SECTION 21-19-11 FOR CASE #2017-2176 - 226 GRANDVIEW CIRCLE - \$4,898.00.

WHEREAS, on March 27, 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 January 23, 2018 for Case #2017-2176 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, Thomas Management Group LLC appeared next on the rotation list and through its Manager, Tianna Thomas, has agreed to demolish the structure, cut grass, weeds and remedy conditions constituting a menace to public health and welfare for the parcel located at 226 Grandview Circle for the sum of \$4,898.00; and

WHEREAS, Thomas Management Group LLC has a principal office address of 1060 E. County Line Road Ste. 3A-342, Ridgeland, Mississippi 39157 according to information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Thomas Management Group LLC for the demolition of the structure, cutting of vegetation, and remedying of other conditions on the property located at 226 Grandview Circle deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,898.00 shall be paid to Thomas Management Group LLC for the services provided from funds budgeted for the Division.

\*\*\*\*\*

Council Member Banks moved adoption; Vice President Lindsay seconded.

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

Nays- None. Absent- Stokes.

CIRCLE - \$4,986.00.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND THOMAS MANAGEMENT GROUP LLC, FOR THE DEMOLITION AND REMOVAL OF STRUCTURE(S,) FOUNDATION, STEPS, DRIVEWAY, CUTTING OF GRASS AND WEEDS, REMOVAL OF TRASH AND DEBRIS AND REMEDYING OF CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATION SECTION 21-19-11 FORCASE #2017-2177 - 140 GRANDVIEW

WHEREAS, on March 27, 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 January 23, 2018 for Case #2017-2177 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, Thomas Management Group LLC appeared next on the rotation list and through its Manager, Tianna Thomas, has agreed to demolish the structure, cut grass, weeds and remedy conditions constituting a menace to public health and welfare for the parcel located at 140 Grandview Circle for the sum of \$4,986.00; and

WHEREAS, Thomas Management Group LLC has a principal office address of 1060 E. County Line Road Ste. 3A-342, Ridgeland, Mississippi 39157 according to information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Thomas Management Group LLC for the demolition of the structure, cutting of vegetation, and remedying of other conditions on the property located at 140 Grandview Circle deemed to be a menace to public health, safety and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,986.00 shall be paid to Thomas Management Group LLC for the services provided from funds budgeted for the Division.

Council Member Banks moved adoption; Vice President Lindsay seconded.

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

Navs- None.

Absent- Stokes.

ORDINANCE AMENDING SECTIONS OF CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING BUILDINGS AND BUILDING REGULATIONS.

WHEREAS, Chapter 26 Buildings and Building Regulations of the Code of Ordinances of the City of Jackson, Mississippi, established rules and regulations for construction permits, construction codes and contactor licenses; and

\* \* \* \* \* \* \* \* \* \* \* \*

WHEREAS, the City of Jackson finds it necessary to amend rules and regulations relating to construction permits and contractor licenses in order to continue to reasonably protect public life, safety, and property through the enforcement of construction codes and minimum standards to safeguard life or limb, health, property and public welfare.

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT TO THOMAS MANAGEMENT GROUP FOR WORK COMPLETED ON CERTAIN DEMOLITION PROJECTS IN THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney

DATE

SISSE THE CHEAT TORK

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 28 May 26, 2020 WHEREAS, Nursery Rhymes, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that Nursery Rhymes is hereby (approved) a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has) met the necessary criteria for the requested variance.

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

Item#
Date:

By: Coleman, Hillman, Lumumba

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

 $\frac{2/24/2020}{\text{DATE}}$ 

	POINTS	COMMENTS
1.	Brief Description/Purpose	To erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location:	
	- WARD	1254 Eastover Dr. (Ward 7)
	CITYWIDE (yes or no) (area)	
	Project limits if applicable	
7.	Action implemented by: City Department	
	- 121	City Department - Depart of Planning & Dev. Signs & License Div.
	- Consultant	J a a discussion bit.
8.	COST	N/A
9.	Source of Funding	
	General Fund Grant	N/A
	Bond	
	- Other	
10.	EBO participation	ABE       %       WAIVER yes
Revis	ed 2-04	WAIVER yes no N/A _X

Staff Recommendation: APPROVE



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

#### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

Vordan Hillman, Director Department of Planning & Development

DATE:

February 24, 2020

RE:

Sign Variance

Nursery Rhymes, located at 1254 Eastover Drive, is requesting a variance to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

Facsimile: (601) 960-1799

## OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

Date

## RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION



FOR OFFICE USE ONLY

CASE NO.:

## CITY OF JACKSON, MS

Application for Sign Variance 1. Subject Property Address 1254 Eastoves Dr Ste 190 Jackson, MS 39211 II. Purpose for requested Sign Variance: (Brief Description) Digrage allowance too small for tacade of III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? 100 If yes, please give details and dates of violations: IV. Are there any Restrictive Covenants? No If yes, please attach copies V. What is the Zoning classification of property? (MU-) if yes, please attach copies of agency findings and decisions. VI. APPLICANT'S INFORMATION: Duckworth (Nursery Rhymes City: JACKSON State: MS Zip: 39201 Contact Phone 601 914-0800 Fax: Email: ted@duckworth realty.com

## RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, At Signs & Creative
Mailing Address 4147-A Northview Dr.
City: NACKSON State: MS Zip: 39206
Contact Phone: 601-355 9595 Fax: N/A
Email: Sallen @aplusigns.com; jwebb@aplusig
VIII. CURRENT PROPERTY OWNER(S):
Name: Ted Duckworth
Malling Address: 308 E Pearl St # 200
City: Vackson State: MS Zip: 39201
Email: ted aduckworth realty. com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

## RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

#### DECLARATION

By signing this application, it is understood and a

rerifications and data necessary for preparation of its rep	
WITNESS THE SIGNATURE(S) of the owner(s) of the	ne subject property located at
1254 Eastwer Drive Ste 180	Jackson, Mississippi
On this the 3181 day of Langan	, 20 20
STATE OF MISSISSIPPI COUNTY OF HINDS	
Personally came and appeared before me, the within	named;
Tecl Duckworth	
Who signed and delivered the above and foregoing ins and deed on the day and year therein mentioned, and we are the owner(e) of the minimum and the owner(e) of the minimum are the owner(e) owner(	ho acknowledge to me that they
are the owner(s) of the subject property as described in the	
GIVEN UNDER MY HAND AND OFFICIAL SEAL	OF OFFICE, this the 3 &
GIVEN UNDER MY HAND AND OFFICIAL SEAL	OF OFFICE, this the 3) & I
GIVEN UNDER MY HAND AND OFFICIAL SEAL	OF OFFICE, this the 3121
GIVEN UNDER MY HAND AND OFFICIAL SEAL	OF OFFICE, this the 3121
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Day of Charage , 20 20.  MY COMMISSION EXPIRES:	PARY PUBLIC KILLS
Day of Charage , 20 20.  MY COMMISSION EXPIRES:	<b>O</b>
Day of Charage , 20 20.  MY COMMISSION EXPIRES:	Ω.
DBy of Character 120 20.  MY COMMISSION EXPIRES:	7



#### Letter of Intent

January 31, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

#### To Whom It May Concern:

The representative of Nursery Rhymes, a retail store located in the District at Eastover at 1250 Eastover Drive, is requesting a building mounted sign and a blade sign for her storefront. The District at Eastover includes retail, restaurants, office and residential spaces, and has become a lively center of activity for residents in the District as well as those nearby. The owner/developers of the District at Eastover, are proposing signage that will be cohesive with the existing signage in the area.

Nursery Rhymes is in a CMU-1 zoning district. According to the code allowances, building signs in this district are limited to 15 sq ft. This would not allow the building mounted sign to be big enough to make the visual impact needed to attract customers, or fit in with the existing signage and branding that already exists in the area. A larger, more impactful, building mounted sign is necessary in order for the business to be a successful and productive addition to the community.

For branding and aesthetic purposes, we are requesting a back lit, and face lit, channel letter sign with a channeled moon shaped logo. The channel letters will spell out the name of the business, and we believe will effectively draw customers. The proposed sign is 60"h x 144"w, coming to 60 sq ft. The sign will be on the front façade of the business suite, located above the storefront.

We believe our proposal is aesthetically pleasing, unobtrusive, and a cohesive, pleasant addition to the District at Eastover's development area.

Thank you for your consideration and time.

## RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION Ted Duckworth, being the managing representative of Duckworth Realty, owner of the property, hereby acknowledges this Letter of Intent in full and certifies it to be a true and accurate statement.

Date 1/31/2020

Sworn to and subscribed before me this the 31st day of day of day of day.

Kender W Klehow

My Commission Expires

NOTARY PUBLIC
ID No. 123654
Commasion Expres
Apr 11. 2022

Apr 0. F MISSIS

#### Department of Planning and Development



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

February 24, 2020

Nursery Rhymes
Janice Fulton
1254 Eastover Drive #180
Jackson, MS 39211

Re:

**Nursery Rhymes Sign Variance Application** 

Dear Ms. Fulton:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Nursery Rhymes located at 1254 Eastover Drive.

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

Your application and supporting documentation indicates that Nursery Rhymes is requesting to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

Sincerely,

Terry Coleman, Manager Signs & License Division



## RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:			anna saigea saige
CONTRACTOR/EREC	TOR:	Business Name NUISERY Rhy mes Business Address 1254 Eastover Dr Ste Owner's Name Lance Futton Phone 601-308-9997 Privilege License # 200-01162-9	
Name Scott Allen, At Signal Address 4147-A Northwick City Oack 590 State Northwise Privilege License # 3	W Dr 15_zip 39206 10 □		
GROUND-MOUNTED:	BUILDING	MOUNTED:	TYPE OF LIGHTING:
Overall Height	Length 12 y)  Square Footage 60 5q.5t  Wall Area		Internal
Square Footage			LED'S paint
WORDING ON SIGN(S):			ZONING CLASS: CMU-1
"Norsery Rhymes"			Date Inspected:  APPROVED  DISAPPROVED
Temporary Banner Plot Drawings Sign Drawings			

Applicant's Signature

Date

Sign and License Division Manager



## RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

CONTRACTOR/EREC		LOCATION/ADDRESS OF SIGN:	
Name Scott Allen, At Signs & Creative  Address 9197-A Northvew Dr.  City Jackson state MS zip 3920 6  Phone 601-366-9595  Bonded and Insured Yes No D  City of Jackson Privilege License # 33725		Business Address 1254 Parks of D. Cha	
GROUND-MOUNTED:	BUILDING-MOU	NTED:	TYPE OF LIGHTING:
Overall Height Height Length Square Footage Wind Pressure Billboard	Height 40" E  Length 40"  Square Footage 11's  Wall Area 24' × 20' - 48	Slade Sign Sqift O sq ft	Sign Material Type: HDO down
WORDING	ON SIGN(S):		ZONING CLASS: CMU-1
"Norsery RI	Date Inspected:  APPROVED   DISAPPROVED		
Temporary Banner  Plot Draw	ings 🔲 Sign Drawii	ngs 🗀	

Sign and License Division Manager



## Day Mockup

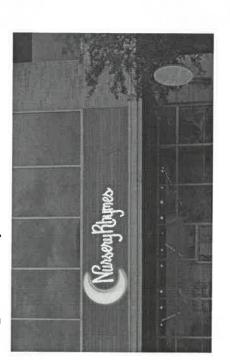
### PROFINE.

FEB - 3 2020

SIGNS/LICENSE DIVISION



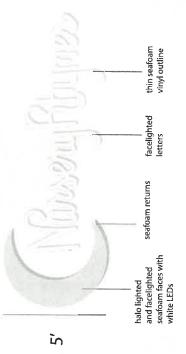
## Night Mockup

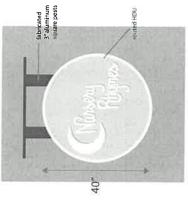


## **Nursery Rhymes**

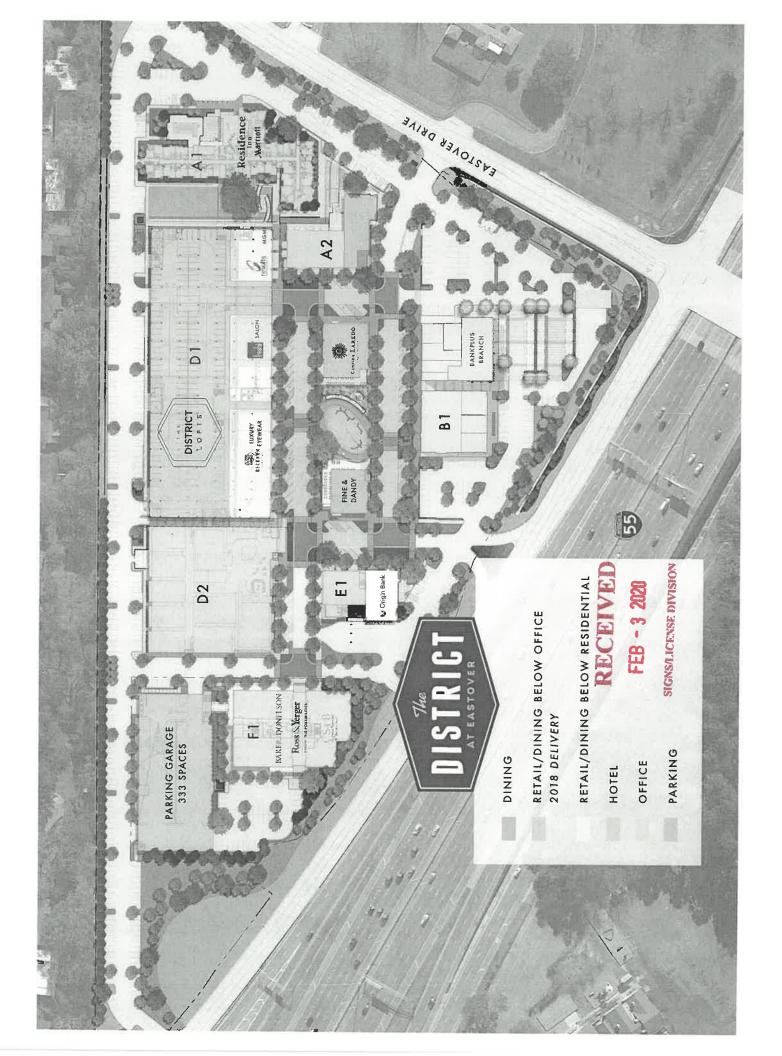
Painted Pantone 566 U

12,





2 sided, routed HDU panel, painted raised white relief, Pantone 566 U background



## Hinds County Landroll Detail

## Landroll Detail

8/23/2018

Parcel Number	4	Map Reference Number	
451-8-11	5	567.00 1 186.11	<ul><li>View Map</li><li>Property Taxes</li><li>Gis Map</li></ul>
Subdivision No.		Homestead Exemption Account Numbers	nbers
3796			
Assessed Owner	7	Assessed Values	
ARLINGTON DISTRICT LIVING LLC	] jessed	Land Value	104,630
ATTN: DAVID G ELLIS		Improvement Value	2,114,790
211/ SECOND AVE N BIBWINGHAM AT 35303		Total	2,219,420
Discussion The 33203		Appraised Values	
1054 EACTOXIED DRIVE		Land Value	697,530
1 6		Improvement Value	14,098,600
Legal Description		Total	14,796,130
LOI 10 INE DISTRICT AT EASTOVER		Building Info.	
		Type	APT
		lase Area	59,840
	<u> </u>	Adjusted Area	210,916
		Year Built	2017
		Deed Info.	
Acresoe Info		Book & Page	7183-2538
TES	000	Date	10/20/2015
es	0.00		

### Search

## RECEIVED FEB - 6 2020

TO DENY THE TWO BUILDING Ca

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 29 May 26, 2020 WHEREAS, Nursery Rhymes, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that Nursery Rhymes is hereby (denied) a variance from the Sign Ordinance regulations to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (would not) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (will) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#
Date:

By: Coleman, Hillman, Lumumba

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/24/2020 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	To erect two building signs totaling 71
	· ·	square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location:	
	• WARD	1254 Eastover Dr. (Ward 7)
	CITYWIDE (yes or no) (area)	
	Project limits if applicable	
7.	Action implemented by: City Department Consultant	City Department - Depart of Planning & Dev. Signs & License Div.
8.	COST	N/A
9.	Source of Funding General Fund Grant Bond Other	N/A
10.	EBO participation	ABE       %       WAIVER yes
KGAR	ed 2-04	

Staff Recommendation: <u>APPROVE</u>



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

#### **MEMORANDUM**

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director

Department of Planning & Development

**DATE:** February 24, 2020

**RE:** Sign Variance

Nursery Rhymes, located at 1254 Eastover Drive, is requesting a variance to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building.

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

Facsimile: (601) 960-1756

### OFFICE OF THE CITY ATTORNEY

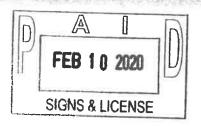
This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney (a

Date

### RECEIVED FEB 1 4 2020



FOR OFFICE USE ONLY

SIGNS/LICENSE DIVISION

CASE NO .:

### CITY OF JACKSON, MS

Application for Sign Variance
1. Subject Property Address: 1254 Eastover Dr., Ste 180  Jackson, MS 39211
II. Purpose for requested Sign Variance: (Brief Description)
Signage allowance too small for tarride of Store front.
III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO if yes, please give details and dates of violations:
IV. Are there any Restrictive Covenants? No If yes, please attach copies
V. What is the Zonling classification of property? (MU-1) if yes, please attach copies of agency findings and decisions.
VI. APPLICANT'S INFORMATION:
Name: Ted Duckworth (Nursery Rhymes)
Mailing Address: 308 EPearl St Ste 200
City: Jackson State: MS zip: 39201
Contact Phone: 601 914 - 0800 Fax.
Email: ted@duckworthcealty.com

### RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, At Signs & Creative
Mailing Address 4147 - A Northview Dc
City: NACKSON State: MS Zip: 39206
Contact Phone: 601-355-9595 Fax: N/A
Email: Sallen@aplusigns com; jwebb@aplusig
VIII. CURRENT PROPERTY OWNER(S):
Name: Ted Duckworth
Malling Address: 308 E Pearl St # 200
City: Dackson State: MS Zip: 39201
Email: ted@duckworth realty.com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

### RECEIVED FEB 1 4 2020

SIGNS/LICENSE DIVISION

### DECLARATION.

By signing this application, it is understood and a

the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.
The above information is true and complete to the best of my knowledge.
WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at
1234 Costwer Onie Ste 180 Jackson, Mississippi
1254 Eastwer brive Ste 180 Jackson, Mississippi On this the 3181 day of Jackson, Mississippi On this the 3181 day of Jackson, Mississippi
STATE OF MISSISSIPPI COUNTY OF HINDS
Personally came and appeared before me, the within named:
Tecl Dukworth
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the RIST
Day of Carray , 20 20.
MY COMMISSION EXPIRES: Condend Killsbrew
NOTARY PUBLIC ID No. 123654 Commission Expires Apr 11. 2022
Williams.



SIGNS/LICENSE DIVISION

### **Letter of Intent**

January 31, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

### To Whom It May Concern:

The representative of Nursery Rhymes, a retail store located in the District at Eastover at 1250 Eastover Drive, is requesting a building mounted sign and a blade sign for her storefront. The District at Eastover includes retail, restaurants, office and residential spaces, and has become a lively center of activity for residents in the District as well as those nearby. The owner/developers of the District at Eastover, are proposing signage that will be cohesive with the existing signage in the area.

Nursery Rhymes is in a CMU-1 zoning district. According to the code allowances, building signs in this district are limited to 15 sq ft. This would not allow the building mounted sign to be big enough to make the visual impact needed to attract customers, or fit in with the existing signage and branding that already exists in the area. A larger, more impactful, building mounted sign is necessary in order for the business to be a successful and productive addition to the community.

For branding and aesthetic purposes, we are requesting a back lit, and face lit, channel letter sign with a channeled moon shaped logo. The channel letters will spell out the name of the business, and we believe will effectively draw customers. The proposed sign is 60"h x 144"w, coming to 60 sq ft. The sign will be on the front façade of the business suite, located above the storefront.

We believe our proposal is aesthetically pleasing, unobtrusive, and a cohesive, pleasant addition to the District at Eastover's development area.

Thank you for your consideration and time.

### RECEIVED FEB 14 2020

SIGNS/LICENSE DIVISION Ted Duckworth, being the managing representative of Duckworth Realty, owner of the property, hereby acknowledges this Letter of Intent in full and certifies it to be a true and accurate statement.

Date 1/31/2020

Sworn to and subscribed before me this the 31st day of through 2020.

W Kllebrow

Notary Public

My Commission Expires

NOTARY PUBLIC
ID No. 123654
Commission Expres
Apr 11, 2022

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#### Department of Planning and Development



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

February 24, 2020

Nursery Rhymes
Janice Fulton
1254 Eastover Drive #180
Jackson, MS 39211

Re:

**Nursery Rhymes Sign Variance Application** 

Dear Ms. Fulton:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Nursery Rhymes located at 1254 Eastover Drive.

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

Your application and supporting documentation indicates that Nursery Rhymes is requesting to erect two building signs totaling 71 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

Sincerely,

Terry Coleman, Manager Signs & License Division



### **RECEIVED**

FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE.

CONTRACTOR/ERE	ECTOR:		OCATION/ADDRESS OF SIGN:
Name Scott Allen At Si Address 4141-A NOHWIG City Occksho State Phone 601-365-9695 Bonded and Insured Yes City of Jackson Privilege License # 3	No □	Business Address Owner's Name \( \frac{\omega 01-3}{} \)	Norsery Rhymes 1254 Eastover Dr Stell Dance Fulton 108-9997 1 200-01162-9
GROUND-MOUNTED:	BUILDING	-MOUNTED:	TYPE OF LIGHTING: .
Overall Height Height Length Square Footage Wind Pressure Billboard	Length 12' W Square Footage: (	o() 59.54	Internal DE External DUL#  Sign Material Type: QLUMINUM,  LED'S, Paint
WORDIN	VG ON SIGN(S);		ZONING CLASS: CMU-1
"Norsery Rhy	jnes		Date Inspected:  APPROVED  DISAPPROVED
Temporary Banner  Plot Dra	awings  Sign	Drawings	
I hereby certify that I have read this appl with all City Ordinances, Codes, and Stati agent for the herein described work.  Applicant's senature	ication and that all inform Laws regulating sign con	ation contained her struction; that I am	ein is true and correct; that I agree to comp the owner or authorized to act as the owne

Sign and License Division Manager



### RECEIVED

FEB 1 4 2020

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/EREC		LOCATION/ADDRESS OF SIGN:	
Name Scott Allen, At Signatures 4147-A Northyrw City Jackson State 1  Phone 601-366-9595  Bonded and Insured Yes 2 N  City of Jackson Privilege License # 33	DC.  AS zip 39206 Owner'  Phone  Privilege	iss Name Dursly Rhymes iss Address 1254 Eastovet Dr Stell 's Name Danice Fulton 601.368-9997 Se License # 200-01162 9	
GROUND-MOUNTED:	BUILDING-MOUNT	ED: TYPE OF LIGHTING:	
Overall Height Height Length Square Footage Wind Pressure Billboard	Height 40" Bl/ Length 40"  Square footage 11 59  Wall Area 24' × 20' - 4 80	Sign Internal D External D  UL# Non lighted  Sign Material Type: HDO dou  W/ aluminum brac	
WORDING	ON SIGN(S):	ZONING CLASS: CMU-1	
"Norsery Ri	y mes "	Date Inspected  APPROVED  DISAPPROVED	
Temporary Banner  Plot Drawi			
I hereby certify that I have read this applicant with all City Ordinances, Codes, and State La agent for the herein described work.  Applicant's Signature	ion and that all information conta ws regulating sign construction; t	ained herein is true and correct; that I agree to comp that I am the owner or authorized to act as the own Sign and License Division Manager	

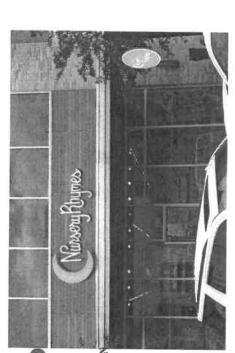


## Day Mockup

## RECEIVED

FEB - 3 2020

SIGNSALICENSE DIVISION



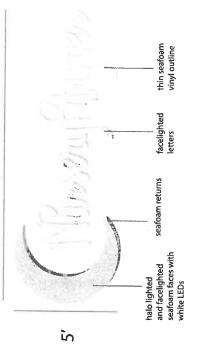
## Night Mockup

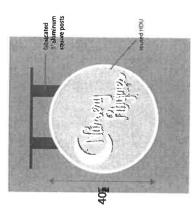


## **Nursery Rhymes**

Painted Pantone 566 U

12′





2 sided, routed HDU panel, painted raised white relief, Pantone 566 U background

EASTOVER DRIVE A2 Paret. SALON BANKPLUS SECTION EYEWEAR 81 55 SIGNS/LICENSE DIVISION RECEIVED 🗳 Origin Bank, D2 RETAIL/DINING BELOW RESIDENTIAL E1 FEB - 3 2020 RETAIL/DINING BELOW OFFICE 2018 DELIVERY DISTRICT F 1. Ross & Verger PARKING GARAGE 333 SPACES PARKING DINING OFFICE HOTEL

## Landroll Detail

Farcel Number		Map Reference Number	
451-8-11		567.00 1 186.11	View Map     Property Taxes     Gis Man
Subdivision No.		Homestead Exemption Account Numbers	bers
3796			
Assessed Owner		Assessed Values	
ARLINGTON DISTRICT LIVING LLC		Land Value	104 630
ATTN: DAVID G ELLIS		Improvement Value	2,114,790
BIRMINGHAM AL 35203		Total	2,219,420
Location		Appraised Values	
1254 EASTOVER DRIVE		Land Value	697,530
Legal Description	Ī	Improvement Value	14,098,600
LOT 10 THE DISTRICT AT FASTOVER		Total	14,796,130
WITH CHARLES THE COLOR OF THE CHARLES THE		Building Info.	
		Туре	APT
		Base Area	59,840
		Adjusted Area	210,916
		Year Built	2017
		Deed Info.	
Acreage Info.		Book & Page	7183-2538
res	0.00	Date	10/20/2015
Uncultivated Acres	0.00		
Back Search			

## RECEIVED FEB - 6 2020

SIGNS/LICENSE DIVISION

CA CONTRACTOR OF THE PARTY OF T

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 30 May 26, 2020 **WHEREAS,** PJ's Coffee of New Orleans, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

IT IS THEREFORE, ORDERED that PJ's Coffee of New Orleans is hereby (approved) a variance from the Sign Ordinance regulations to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

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

Item#
Date:

By: Coleman, Hillman, Lumumba

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

 $\frac{3/4/2020}{\text{DATE}}$ 

	POINTS	COMMENTS	
1.	Brief Description/Purpose	To erect a 15 sq. ft. monument sign at 6 ft. in height at five feet from the public right-of-way within a UTC zone which require monument signs be ten ft. from the public right-of-way.	
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3,	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	3100 Old Canton Rd. (Ward 7)	
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division	
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	

STAFF RECOMMENDATION: DISAPPROVE



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

#### **MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director

Department of Planning & Development

**DATE:** March 4, 2020

**RE:** Sign Variance

PJ's Coffee of New Orleans, located at 3100 Old Canton Road, is requesting a variance to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

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

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

### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY is legally sufficient for placement in NOVUS Agenda.

Tim Howard, City Attorney

Chandra Gayten, Deputy City Attorney

Date

### RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION

PJS P.I

FOR OFFICE U	SE ONLY
CASE NO.:	The same deligation is a second of the same of the sam

### CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address:	3100 old canton Road,
PJS coffee	)
II. Purpose for requested Sign	Variance: (Brief Description)
Monument 8 gn the property line the blaufe of the new III. Have you or any other indiviolations related to this proper If yes, please give details and date	Will need to be displayed closer to an technically allowed per code (arge much use trail in front of point allowed been cited for or notified of any ordinance ty or business? NO es of violations:
V. What is the Zoning classific	Covenants? NO If yes, please attach copies attom of property? UTC agency findings and decisions.
VI. APPLICANT'S INFORMA	
,	Juner: Tack & Anne Stanton
Mailing Address: 2100 010	d winton Road
city: Jackson	State: MS Zip: 397 CO
Contact Phone: (504) &	358-5779Fax: NA
Email: jack@jack	

### RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, A+ Signs and Creative Inc
Mailing Address: 4147-A Northview Drive
City: Jackson State: MS Zip: 39206
Contact Phone: (001 - 355-9595 Fax: N/A
Email: Sallen@aplusigns, com
VIII. CURRENT PROPERTY OWNER(S):
Name: Wilson Hood
Mailing Address: 3100 Old Canton Rd, Suite 200
City: Jackson State: MS Zip: 39716
Email: jwilsonhood@gnail.com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

Pos p.3

SIGNS/LICENSE DIVISION

### DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the

need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.
The above information is true and complete to the best of my knowledge.
Je Jon How
WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at
3100 old Conto- Rd Jickson, MS 39216 Jackson, Mississippi
On this the 20th day of February , 20 20.
STATE OF MISSISSIPPI COUNTY OF HINDS
Personally came and appeared before me, the within named:
J. Wigson Hood
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2015
Dey of February , 2020.
MY COMMISSION EXPIRES AND FUE S. AUGULT HOLLOWAY  6.20.20  10 # 116769  LAURIE K. HOLLOWAY  commission Expires  June 20, 2020  SON CONT.



SIGNS/LICENSE DIVISION

To whom it may concern:

The representative of 3100 Old Canton Road is requesting a monument sign for PJ's Coffee of New Orleans, a new coffee shop opening in the Fondren area. PJ's is in a UTC zoning area which includes retail, entertainment, office and residential spaces. This area is a lively center of activity for homeowners, visitors and businesses. PJ's Coffee of New Orleans is proposing a monument sign that will be visually accessible and inviting to its surrounding clientele.

According to code ordinances, ground mounted signage in the UTC zoning district must be set back ten feet from the property line. This poses a unique problem for this property which has a very large multiuse trail that pushes back the access point into the parking lot significantly. If this sign were to be ten feet back from the property line, it would not be readily viewable from Old Canton Road. For PJ's to be a successful business, the proposed monument sign will need to make visual impact to the surrounding thoroughfares.

For marketing and aesthetic purposes, we are requesting a monument sign set back approximately 5 feet from the property line. The sign will feature the PJ's logo fabricated out of hand painted, high-density urethane material. The sign panels will be attached to an attractive aluminum structure which will measure six feet in height total.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area. In order to have a successful business, PJ's Coffee will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

Thank you for your consideration and time.

Wilson Hood being the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.

Date 2/24/20

### RECEIVED FEB 2 7 2020

### **Letter of Intent**

SIGNS/LICENSE DIVISION

February 3, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of:	551551 pp i	
County of:	Hinds	

Sworn to and subscribed before me this the 24 day of February 2020.

Notary Public

Seal

NOTARY PUBLIC ID No.116944 MYCOMMISSIONEXPIRES JULY 7, 2020

### Department of Planning and Development



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

March 5, 2020

PJ's Coffee of New Orleans Jack and Anne Stanton 3100 Old Canton Road Jackson, MS 39216

Re:

PJ's Coffee of New Orleans Sign Variance Application

Dear Mr./Mrs. Stanton:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of PJ's Coffee of New Orleans located at 3100 Old Canton Road.

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

Your application and supporting documentation indicates that PJ's Coffee of New Orleans is requesting to erect a 15 sq. ft. monument sign at 6 ft. in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

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

Sincerely,

Terry Coleman, Manager Signs & License Division

Torry Coleman

### RECEIVED FEB 2 7 2020

SIGNS/LICENSE DIVISION



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

PJ'S COFFEE MONUMENT
ZONING DIVISION
Date 2/27/20
Zone UTC
Approved By
Note

#### DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:		
Name Scott Allen, A+ Signs and Creative  Address 4147- A Northview Drive  City Jackson State MS Zip 39206  Phone 601-355-9595  Bonded and Insured Yes No C		Business Name PJ's Coffee of New Orleans Business Address 3100 Old Canton Road Owner's Name Jack and Anne Stanton Phone 504-858 5779 Privilege License # applied for		
GROUND-MOUNTED:	BUILDIN	G-MOUNTED:	TYPE OF LIGHTING:	
Overall Height 6' Height 4.25' Length 3.75' Square Footage 15 square feet total Wind Pressure Billboard	Height  Length  Square Footage  Wall Area		Internal External UL#  Sign Material Type: HDU Monument  Externally Lighted HDU panels  Mounted to freestanding  aluminum structure. Total Height  with structure is 6'.	
WORDING ON SIGN(S):			ZONING CLASS: UTC	
PJ's coffee logo text that reads "Drive- Thru"			Date Inspected:	
		ign Drawings	APPROVED  DISAPPROVED	

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

Applicant's Signature

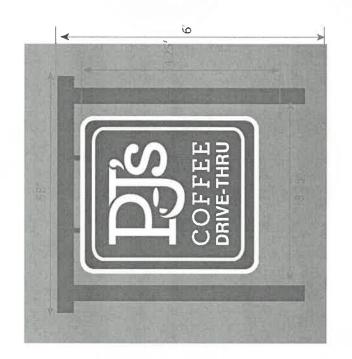
Date

Sign and License Division Manager



## RECEIVED

SIGNS/LICENSE DIVISION

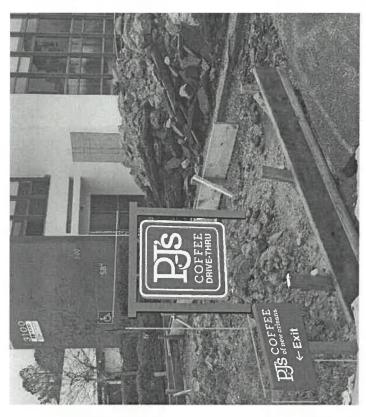


# PJ's MONUMENT SIGN

 $4.25' \times 3.75'$ , 2 sided, routed HDU panel, painted white, raised PMS 2613C purple relief

"Drive-Thru" painted

fabricated 4" sqaure aluminum tubing quantity 2 HDU panels mounted back to back





SIGNS/LICENSE DIVISION



HindsCountyMs.com Database Back Print Page

### Landroll Detail

Parcel Number	Map Reference Number		
2-16	579 00 1 28 00	View Map Property Taxes Gis Map	
Subdivision No.	Homestead Exemption Account Numbers		
1376			
Assessed Owner	Assessed Values		
HOOD FONDREN PROPERTY LLC	Land Value	28,820	
P O BOX 4931	Improvement Value	42,812	
JACKSON MS 39296  Location	Total	71,632	
	Appraised Values		
	Land Value	192,130	
3100 OLD CANTON RD	Improvement Value	285,410	
Legal Description	Total	477,540	
BEG E S OLD CANTON RD 155.58 FT SW/LY FROM	Building Info.		
S S BLK B WOODLAND HILLS EXT THENCE	Туре	BANK	
SW/LY 91.5 FT SE/LY 206.95 FT NE/LY 79.35 FT	Base Area	2,821	
N 81.48 FT W 196.76 FT TO BEG IN LOT 20	Adjusted Area	5,513	
ODENEAL SY	Year Built	1955	
	Deed Info.		
	Book & Page	7202-1420	
Acreage Info.	Date	01/30/2017	
Cultivated Acres [0.00			
Uncultivated Acres 0.00	1		

Back Search

Monday, February 03, 2020 Contact Webmaster Phone Numbers Copyright © 2020 Hinds County Board of Supervisors All rights reserved.

Map to our Office



Hals ... W. Car

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A C 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 31 May 26, 2020 **WHEREAS,** PJ's Coffee of New Orleans, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a monument sign at 21 square feet and three building signs totaling 315 square feet within a UTC zone which only allows a total of 15 square feet for building signage and 15 square feet for monument.

IT IS THEREFORE, ORDERED that Homewood Suites is hereby (denied) a variance from the Sign Ordinance regulations to erect a monument sign at 21 square feet and three building signs totaling 315 square feet within a UTC zone which only allows a total of 15 square feet for building signage and 15 square feet for monument, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (would not) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (will) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#
Date:

By: Coleman, Hillman, Lumumba

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/4/2020 DATE

	POINTS	COMMENTS		
1.	Brief Description/Purpose	To erect a 15 sq. ft. monument sign at 6 ft. in height at five feet from the public right-of-way within a UTC zone which require monument signs be ten ft. from the public right-of-way.		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A		
3.	Who will be affected	N/A		
4.	Benefits	N/A		
5.	Schedule (beginning date)	N/A		
6.	Location:			
	• WARD	3100 Old Canton Rd. (Ward 7)		
	<ul><li>CITYWIDE (yes or no) (area)</li><li>Project limits if applicable</li></ul>			
	2 - Goot Imits II applicable			
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division		
8.	COST	N/A		
9.	Source of Funding General Fund Grant Bond Other	N/A		
10.	EBO participation	ABE       %       WAIVER yes		
Kevisi	ed 2.04			

STAFF RECOMMENDATION: DISAPPROVE



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

#### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

FROM:

Jordan Hillman, Director

Department of Planning & Development

DATE:

March 4, 2020

RE:

Sign Variance

PJ's Coffee of New Orleans, located at 3100 Old Canton Road, is requesting a variance to erect a 15 sq. ft. monument sign at six feet in height at five feet from the public right-of-way within a UTC zone which require monument signs to be ten feet from the public right-of-way.

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

#### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY is legally sufficient for placement in NOVUS Agenda.

Tim Howard, City Attorney

Chandra Gayten, Deputy City Attorney

Date /

SIGNS/LICENSE DIVISION

PJS	P.7
-----	-----

FOR OFFICE USE ONLY

CASE NO.:

#### CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 3100 Old Canton Road II. Purpose for requested Sign Variance: (Brief Description) Monument sign will need to be displayed closer to the property line than technically allowed per code because of the new large multiuse trail in front of property. III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO If yes, please give details and dates of violations: IV. Are there any Restrictive Covenants? NO If yes, please attach copies V. What is the Zoning classification of property? UTC If yes, please attach copies of agency findings and decisions. VI. APPLICANT'S INFORMATION: Name: PJS Coffee, owner: Tack & Anne Stanton Mailing Address: 3100 old Canton Road City: Jackson State: MS Zip: 397/Ce Contact Phone: (504) 858-577 Fax: NA

Email: jack@jack8on brew.com

SIGNS/LICENSE DIVISION

VII. AFFLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, A+ Signs and Creative Inc
Malling Address: 4147-A Northview Drive
City: Jackson State: MS Zip: 39206
Contact Phone: (001 - 355-9595 Fax: N/A
Email: Sallen@aplusigns, com
VIII. CURRENT PROPERTY OWNER(S):
Name: Wilson Hood
Mailing Address: 3100 Old Canton Rd, Suite 200
City: Jackson State: MS Zip: 39716
Email: jwilsonhood@gnail.com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

PJS p.3

SIGNS/LICENSE DIVISION

#### DECLARATION:

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

SIGNS/LICENSE DIVISION

To whom it may concern:

The representative of 3100 Old Canton Road is requesting a monument sign for PJ's Coffee of New Orleans, a new coffee shop opening in the Fondren area. PJ's is in a UTC zoning area which includes retail, entertainment, office and residential spaces. This area is a lively center of activity for homeowners, visitors and businesses. PJ's Coffee of New Orleans is proposing a monument sign that will be visually accessible and inviting to its surrounding clientele.

According to code ordinances, ground mounted signage in the UTC zoning district must be set back ten feet from the property line. This poses a unique problem for this property which has a very large multiuse trail that pushes back the access point into the parking lot significantly. If this sign were to be ten feet back from the property line, it would not be readily viewable from Old Canton Road. For PJ's to be a successful business, the proposed monument sign will need to make visual impact to the surrounding thoroughfares.

For marketing and aesthetic purposes, we are requesting a monument sign set back approximately 5 feet from the property line. The sign will feature the PJ's logo fabricated out of hand painted, high-density urethane material. The sign panels will be attached to an attractive aluminum structure which will measure six feet in height total.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area. In order to have a successful business, PJ's Coffee will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

Thank you for your consideration and time.

Wilson Hood being the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.

Date 2/24/20

#### Letter of Intent

SIGNS/LICENSE DIVISION

February 3, 2020

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of:	551551,001	
County of:	Hinds	

Sworn to and subscribed before me this the 24 day of corugry 2020.

otary Public

Seal

NOTARY PUBLIC ID No.116944 MYCOMMISSION EXPIRES JULY 7, 2020

#### RECEIVED

FEB 2 7 2020

SIGNS/LICENSE DIVISION



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

601-960-1154

'S	COFFEE MADNEDIEN	7
	ZONING DIVISION	
	Date_2/27/20	
	Zone_UTC	
	Approved By	
	Note	
	Ĺ	ı

DATE RECEIVED IN OFFICE:	nopponintencija tellinio de opinimi se obravite od od od od od obravitenja aprojepa	et AM stellig fruithlitet op vokspar van er de part et bildene operate vik valdene beskelende kommente bildene	Finds on Co. A company of the compan
CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name Scott Allen, A+ Signs and Creative  Address 4147- A Northview Drive  City Jackson State MS Zip 39206  Phone 601-355-9595  Bonded and Insured Yes No C		Business Name PJ's Coffee of New Orleans Business Address 3100 Old Canton Road Owner's Name Jack and Anne Stanton Phone 504-858 5779 Privilege License # applied for	
GROUND-MOUNTED:	BUILDING	G-MOUNTED:	TYPE OF LIGHTING:
Overall Height 6' Height 4.25' Length 3.75'  Square Footage 15 square feet total Wind Pressure  Billboard	LengthSquare Footage		Sign Material Type: HDU Monument
	ON SIGN(S):		ZONING CLASS: UTC
PJ's coffee logo text that reads "Driv		gn Drawings 🔲	Date Inspected:  APPROVED  DISAPPROVED

Applicant's Signature

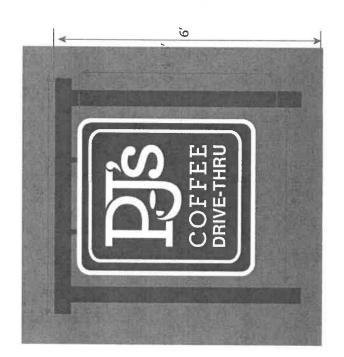
Date

Sign and License Division Manager



# RECEIVED

SIGNS/LICENSE DIVISION

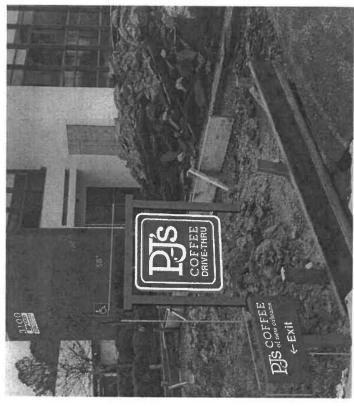


# PJ's MONUMENT SIGN

4.25' x 3.75', 2 sided, routed HDU panel, painted white, raised PMS 2613C purple relief

"Drive-Thru" painted

fabricated 4" sqaure aluminum tubing quantity 2 HDU panels mounted back to back



SIGNS/LICENSE DIVISION



HindsCountyMs.com Database Back Print Page

#### Landroll Detail

Parcel Number	Map Reference Number	
2-16	579.00 1 28.00	View Map Property Taxes Gis Map
Subdivision No.	Homestead Exemption A	account Numbers
1376		
Assessed Owner	Assessed Values	
HOOD FONDREN PROPERTY LLC	Land Value	28,820
P O BOX 4931	Improvement Value	42,812
JACKSON MS 39296	Total	71,632
Location	Appraised Values	
	Land Value	192,130
and the state of t	Improvement Value	285,410
Legal Description BEG E/S OLD CANTON RD 155.58 FT SW/LY	Total	477,540
FROM	Building Info.	
S/S BLK B WOODLAND HILLS EXT THENCE	Туре	BANK
SW/LY 91.5 FT SE/LY 206.95 FT NE/LY 79.35 FT	Base Area	2,821
N 81.48 FT W 196.76 FT TO BEG IN LOT 20	Adjusted Area	5,513
ODENEAL SY	Year Built	1955
	Deed Info.	
	Book & Page	7202-1420
Acreage Info.	Date	01/30/2017
Cultivated Acres 0.00	1	
Uncultivated Acres 0.00	1	

Back Search

Monday, February 03, 2020

Contact Webmaster

Phone Numbers Copyright © 2020 Hinds County Board of Supervisors All rights reserved.

Map to our Office

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE
THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT
A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE
WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING
BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

WHEREAS, Campbell's Craft Donuts, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

IT IS THEREFORE, ORDERED that Campbell's Craft Donuts is hereby (approved) a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has) met the necessary criteria for the requested variance.

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

Item#
Date:

By: Coleman, Hillman, Lumumba

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/13/2020 DATE

POINTS		COMMENTS		
1.	Brief Description/Purpose	To erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A		
3,	Who will be affected	N/A		
4.	Benefits	N/A		
5.	Schedule (beginning date)	N/A		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	1119 N. Jefferson St. (Ward 7)		
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division		
8.	COST	N/A		
9.	Source of Funding General Fund Grant Bond Other	N/A		
10.	EBO participation	ABE       %       WAIVER yes		

Revised 2-04



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

#### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

FROM:

Jordan Hillman, Director

Department of Planning & Development

DATE:

February 13, 2020

RE:

Sign Variance

Campbell's Craft Donuts, located at 1119 N. Jefferson Street, is requesting a variance to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

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

Facsimile: (601) 960-1756

#### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney\_ [6-

Date

#### Department of Planning and Development



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

February 13, 2020

Campbell's Craft Donuts Mitchell Moore 1119 N. Jefferson Street Jackson, MS 39202

Re: Campbell's Craft Donuts Sign Variance Application

Dear Mr. Moore:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Campbell's Craft Donuts located at 1119 N. Jefferson Street.

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

Your application and supporting documentation indicates that Campbell's Craft Donuts is requesting to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

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

Sincerely,

Terry Coleman, Manager Signs & License Division

Long Colema



To whom it may concern:

SIGNS/LICENSE DIVISION

The representative of 1119 North Jefferson Street is requesting building mounted signage for Campbell's Craft Donuts, a new donut shop opening in The Belhaven Town Center area. The Belhaven Town Center includes retail, entertainment, office and residential spaces. This area is going to be a lively center of activity for homeowners, visitors and businesses. Campbell's Craft Donuts is proposing signage that will be cohesive with the plans for this area as well as inviting to its customers and surrounding homeowners.

Campbell's Craft Donuts is in a CMU-1 zoning district. According to the code allowances, "projecting" or blade signs are restricted to 6 square feet. This is not enough area to make the visual impact that Campbell's Craft Donuts will need in order to be successful.

In order to have a successful business, Campbell's Craft Donuts will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

For marketing and aesthetic purposes, we are requesting a single blade sign for the business. The blade sign will be the Campbell's Craft Donuts logo fabricated out acrylic individual letters and mounted to an aluminum cabinet. The sign will be located on the northeast corner of the building.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area.

Thank you for your consideration and time.

David Turner being the managing representative of BTC Energy LLC, the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.

Date 2/5/20



SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY
CASE NO.:

#### CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: Campbells Craft	
Donut S, 1119 North Jefferson Street	
II. Purpose for requested Sign Variance: (Brief Description)	
The purpose of this requested sign variance is to provide adequate signage. For Campbell Craft Donats.  III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? No If yes, please give details and dates of violations:	
IV. Are there any Restrictive Covenants? NO If yes, please attach copies  V. What is the Zoning classification of property? CMU-1	
If yes, please attach copies of agency findings and decisions.	
VI. APPLICANT'S INFORMATION:	
Name: Business: Campbells Craft Donuts, Owner:	Moore
Mailing Address: 1119 North Jefferson Street	
City: Jackson State: MS Zip: 39202	
Contact Phone: 769-300-2790 Fax: N/19	
Email: Mitchell @ campbells bakery. ms	

#### SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:
Name: Scott Allen, At Signs 2 creative Inc.
Mailing Address: 447 A Northwew Dr.
City: Tackson State: MS Zip: 3920Ce
Contact Phone: (601) 365-9595 Fax: NA
Email: sallen @ aplusigns. com bhughes @aplusigns. corr
VIII. CURRENT PROPERTY OWNER(S):
Name: BTC Energy, LLC Rep: David Times.
Malling Address: 3100 old canton Road, Suite 202
City: Jackson State: MS Zip: 39216
Email: david@david turner companies, com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00



SIGNS/LICENSE DIVISION

Sign Variance. App: Campbells Craft Donuts.

#### DECLARATION:

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License

Manager and staff may inspect the subject proper verifications and data necessary for preparation of	
The above information is true and complete to the	best of my knowledge.
WITNESS THE SIGNATURE(S) of the owner(	(s) of the subject property located at
1121 N. Jefferson St	Jackson, Mississippi
On this the 22 day of October	, 20
STATE OF MISSISSIPPI COUNTY OF HINDS	
Personally came and appeared before me, the v	within named:
David Times	
Who signed and delivered the above and lorego and deed on the day and year therein mentioned are the owner(s) of the subject property as describ	, and who acknowledge to me that they
GIVEN UNDER MY HAND AND OFFICIAL	SEAL OF OFFICE, this the 22
Day of October, 2019.	
	į
MY COMMISSION EXPIRES:	NOTARY PUBLIC
	CE OF MISS.
	BRANDI THOMAS
	Commission Expires

SIGNS/LICENSE DIVISION

#### **Letter of Intent**

October 1, 2019

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of:	M1661661PP1
County of:	Mangon

Sworn to and subscribed before me this the

300 Unor 2019

BRANDI THOMA

Commission Expir

Seal

Notary Public



#### RECEIVED

FEB - 7 2020

SIGNS/LICENSE DIVISION

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

CITY OF JACKSON ZONING DIVISION
Date 2-7-20
Zone_CMU-1
Approved By
Note

Sign and License Division Manager

DATE RECEIVED IN OFFICE:

Applicant's Signature

CONTRACTOR/ERECTOR;		roc	ATION/ADDRESS OF SIGN:
Name Scott Allen A+ Signs & Creative Address 4147 A Northwiew DR.  City Tackson State MS Zip 39206  Phone ((001) 355-9595  Bonded and Insured Yes   No      City of Jackson Privilege License #			
GROUND-MOUNTED:	BUILDING-I	MOUNTED:	TYPE OF LIGHTING:
Overall Height  Height  Length  Square Footage  Wind Pressure  Billboard	Height 84" Tall Length 18" Wide  Square Footage 7'×1.5'=10.5  Wall Area mounting to corner of building— See frontage document		Internal [ External [ ]  UL#
WORDING			ZONING CLASS: CMU-1
"Campbun's Craf		Drawings	Date Inspected:  APPROVED  DISAPPROVED
I hereby certify that I have read this applicate with all City Ordinances, Codes, and State La agent for the herein described work.	ion and that all informs		is true and correct; that I agree to comply e owner or authorized to act as the owner's

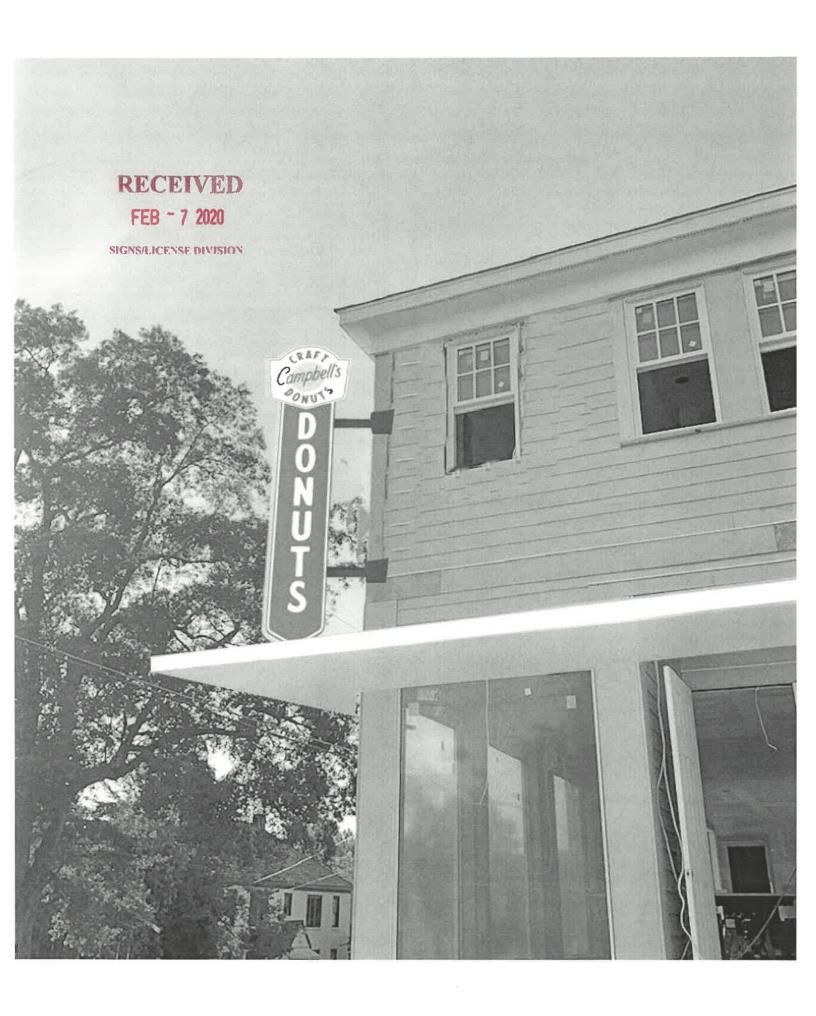
Date

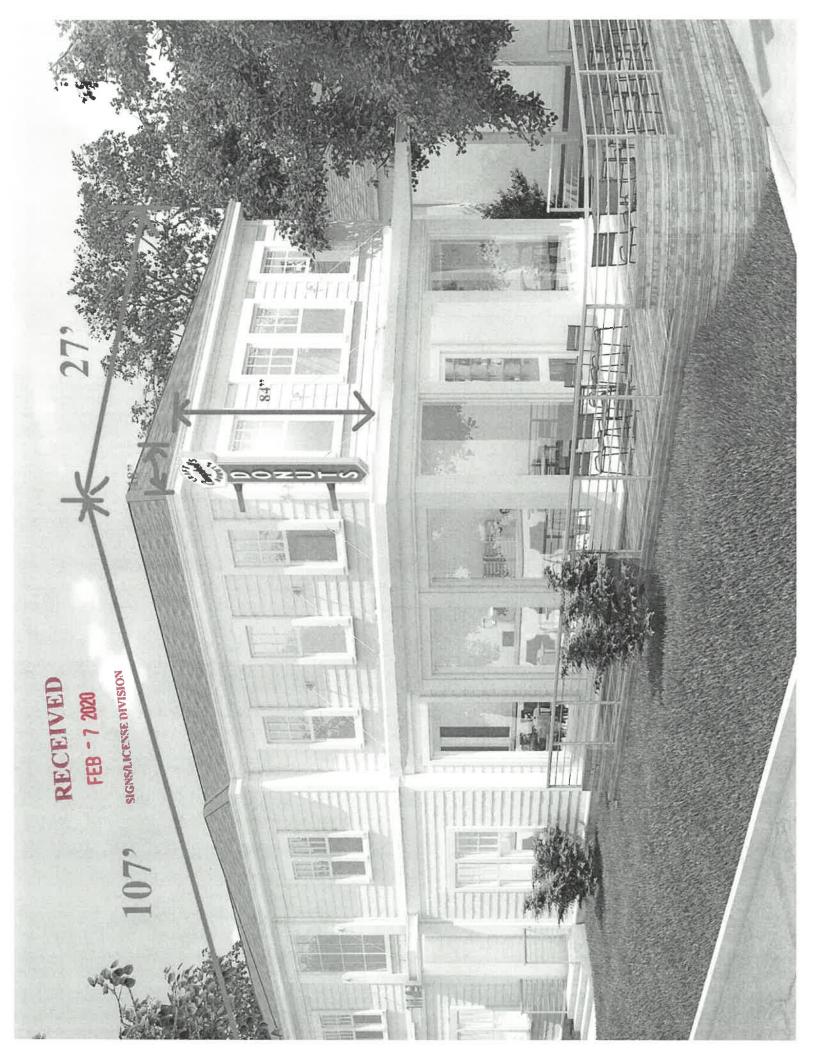
FEB - 7 2020

Non-lighted with external lights

3/8" thick flat cut aluminum on stud mounts with spacers.

9'5" wall space 84" lights mounted to canopy ampbells steel brackets SIGNS/LICENSE DIVISION







SIGNS/LICENSE DIVISION

HindsCountyMs com Database Back Print Page

#### Landroll Detail

Parcel Number	Map Reference Number		
19-88	649,00 1 351,00	View Map Property Taxes Gis Map	
Subdivision No.	Homestead Exemption A	Account Numbers	
1272			
Assessed Owner	Assessed Values		
BTC ENERGY LLC	Land Value	9,075	
ATTN: DAVID TURNER	Improvement Value	11,174	
700 N AGENCY LN	Total	20,249	
RIDGELAND MS 39157	Appraised Values	Appraised Values	
Location	Land Value	60,500	
1119 N <u>JEFFERSON ST</u> 21	Improvement Value	74,490	
Legal Description	Total	134,990	
LOT 1 BLK K NORTH PARK ADDN	Building Info.	Building Info.	
LOT I BEKK NOKIII FAKK ADDN	Type	APT	
	Base Area	2,359	
G.	Adjusted Area	2,370	
	Year Built	1949	
	Deed Info		
	Book & Page	7223-9983	
Acreage Info.	Date	11/13/2018	
Cultivated Acres 0.6	00		
Uncultivated Acres 0.0	00		

Back Search

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Contact Webmaster

Phone Numbers

Map to our Office

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE (WARD 7)

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item No. 33 May 26, 2020 WHEREAS, Campbell's Craft Donuts, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

IT IS THEREFORE, ORDERED that Campbell's Craft Donuts is hereby (denied) a variance from the Sign Ordinance regulations to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (has not) met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (would not) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (will) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#
Date:

By: Coleman, Hillman, Lumumba

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/13/2020 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	To erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	1119 N. Jefferson St. (Ward 7)
7.	Action implemented by: City Department Consultant	Department of Planning & Development Signs & License Division
8.	COST	N/A
9.	Source of Funding General Fund Grant Bond Other	N/A
10.	EBO participation	ABE         %         WAIVER yes

Revised 2-04



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

#### **MEMORANDUM**

TO:

Mayor Chokwe Antar Lumumba

FROM:

Jordan Hillman, Director

Department of Planning & Development

DATE:

February 13, 2020

RE:

Sign Variance

Campbell's Craft Donuts, located at 1119 N. Jefferson Street, is requesting a variance to erect a 10 square foot projecting building sign within a CMU-1 zone which only allows a total of 6 square feet for projecting building signage.

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

Facsimile: (601) 960-1756

#### OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney (

Date

SIGNS/LICENSE DIVISION

FOR OFFIC	E USE	ONLY

CASE NO.:

#### CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: Campbells Craft	
Donut S, 1119 North Jefferson Street	
II. Purpose for requested Sign Variance: (Brief Description)	
The purpose of this requested sign variance is to provide adequate signage for Camp bell Craft Donits.  III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO  If yes, please give details and dates of violations:	
IV. Are there any Restrictive Covenants? NO If yes, please attach copies	
V. What is the Zoning classification of property? CMU-1 If yes, please attach copies of agency findings and decisions.	
VI. APPLICANT'S INFORMATION:	
Name: Business: Campbells Craft Donds, Ounes: Mailing Address: 1119 North Jefferson Street	Moore Moore
City: Jackson State: MS Zip: 39202	
Contact Phone: 769-300-2790 Fax: N/A	
Email: Mitchell (2) campbells bakeny. ms	

#### SIGNS/LICENSE DIVISION

VII. AFTIALANT WILL BE REPRESENTED BY:
Name: Scott Allen Ar Signs & Creative Inc.
Mailing Address: 4147 A. Northwew De.
City: Tacleson State: MS Zip: 3420Ce
Contact Phone: (601) 365-9595 Fax: N/A
Email: sallen@aplusigns.com, bhughes@aplusigns.com
VIII. CURRENT PROPERTY OWNER(S):
Name: BTC Energy, LLC Rep: David Times
Mailing Address: 3100 old Canton Road, Suite 202
City: Jackson State: MS Zip: 39216
Email: david@david turner companies, com
IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing
Variance(s) \$450.00

SIGNS/LICENSE DIVISION

Sign Variance App: Campbells Craft

#### DECLARATION:

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

verifications and data necessary for preparation of its report to the City Council. The above information is true and complete to the best of my knowledge. WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at 1121 N. Jefferson St. Jackson, Mississippi On this the 22 day of October , 20 ... STATE OF MISSISSIPPI COUNTY OF HINDS Personally came and appeared before me, the within named: David Turner Who signed and delivered the above and lorogoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22 Day of October , 2019.

SIGNS/LICENSE DIVISION

#### **Letter of Intent**

October 1, 2019

City of Jackson, Mississippi Department of Planning and Development Sign and License Division 200 South President Street PO Box 17 Jackson, MS 39205-0017

State of:	M1661661PP1
County of:	Maggon

Sworn to and subscribed before me this the

2019 2019

BRANDI THOMA

Seal

Notary Public

To whom it may concern:

SIGNS/LICENSE DIVISION

The representative of 1119 North Jefferson Street is requesting building mounted signage for Campbell's Craft Donuts, a new donut shop opening in The Belhaven Town Center area. The Belhaven Town Center includes retail, entertainment, office and residential spaces. This area is going to be a lively center of activity for homeowners, visitors and businesses. Campbell's Craft Donuts is proposing signage that will be cohesive with the plans for this area as well as inviting to its customers and surrounding homeowners.

Campbell's Craft Donuts is in a CMU-1 zoning district. According to the code allowances, "projecting" or blade signs are restricted to 6 square feet. This is not enough area to make the visual impact that Campbell's Craft Donuts will need in order to be successful.

In order to have a successful business, Campbell's Craft Donuts will need to advertise to the surrounding clientele, therefore an impactful signage solution is necessary.

For marketing and aesthetic purposes, we are requesting a single blade sign for the business. The blade sign will be the Campbell's Craft Donuts logo fabricated out acrylic individual letters and mounted to an aluminum cabinet. The sign will be located on the northeast corner of the building.

Our proposal is aesthetically pleasing and unobtrusive to the surrounding area.

Date 2/5/20

Thank you for your consideration and time.

David Turner being the managing representative of BTC Energy LLC, the owner of the property, hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.



### RECEIVED

FEB - 7 2020

SIGNS/LICENSE DIVISION

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

	CITY OF JACKSON ZONING DIVISION
D	eate_2-7-20
Z	one_CMU-1
A	pproved By
No	ote
-	

#### DATE RECEIVED IN OFFICE:

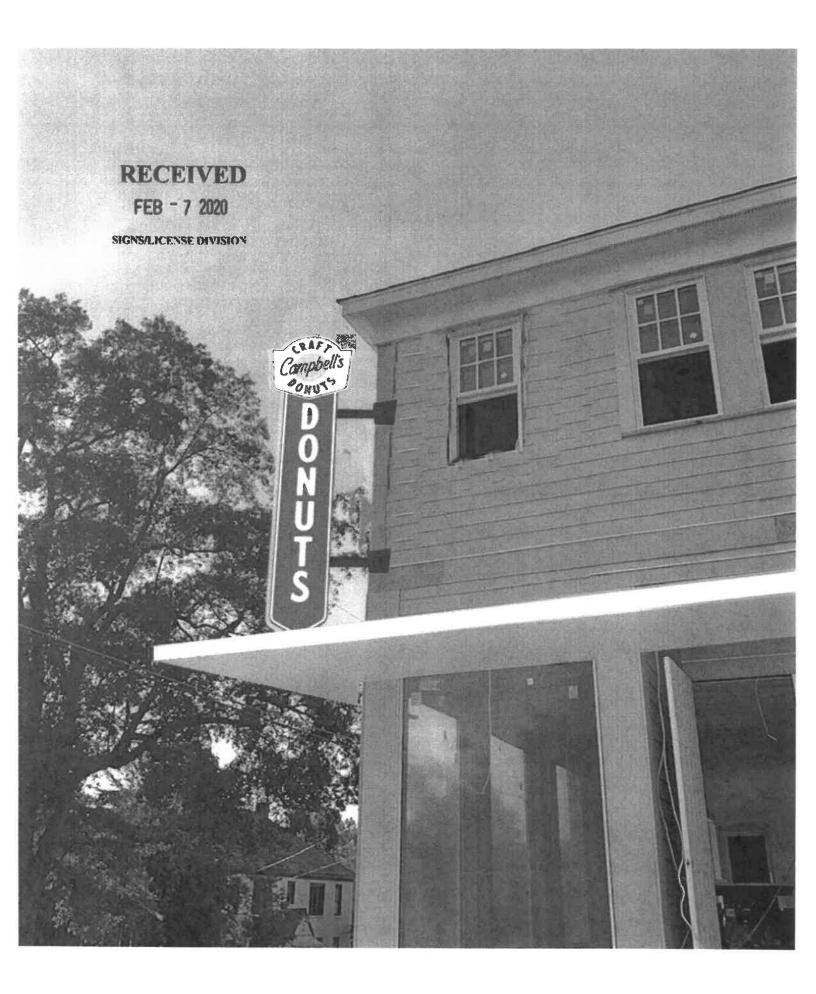
CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name Scott Allen A+ S  Address 4147 A Northwise City Jackson State M  Phone (601) 355-9595  Bonded and Insured Yes No  City of Jackson Privilege License #	W DR. S zip 39206	Business Address Owner's Name M Phone (769)	ampholis Craft Donuts 1119 N. Jefferson St. itcheu Moore 300 - 2790
GROUND-MOUNTED:	BUILDING-I	MOUNTED:	TYPE OF LIGHTING:
Overall Height Height Height St. T  Height Length   8" V  Length Square Footage 7'  Square Footage Wall Area mount  Wind Pressure Conner of bu  See fronta of		lide × 1.5'= 10.5	Internal [] External []  UL#_ Sign Material Type: Externally lighted blade sign - aluminum Cabinet, acrylic lettering.
"Campbui's Craf	on sign(s):	View or the factor of the company of	ZONING CLASS: CMU-1  Date Inspected:
Temporary Banner  Plot Drawin		Drawings 🗀	APPROVED  DISAPPROVED
I hereby certify that I have read this applicat with all City Ordinances, Codes, and State La agent for the herein described work.	ion and that all informa ws regulating sign cons	ition contained herein struction; that I am the	is true and correct; that I agree to comply owner or authorized to act as the owner's
July	10/15/19	-	
Applicant's Signature	Date		Sign and License Division Manager

FEB - 7 2020

Non-lighted with external lights

3/8" thick flat cut aluminum on stud mounts with spacers.

9'5" wall space 84" lights mounted to canopy CAUNO steel brackets SIGNS/LICENSE DIVISION



RECEIVED FEB - 7 2020 SIGNERALCENSE DIVISION

# RECEIVED

FEB - 7 2020



SIGNS/LICENSE DIVISION

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Print Page

#### Landroll Detail

Parcel Number		Map Reference Number			
19-88		649.00 1 351.00	<ul><li>View Map</li><li>Property Taxes</li><li>Gis Map</li></ul>		
Subdivision No.		Homestead Exemption Account Numbers			
1272					
Assessed Owner		Assessed Values			
BTC ENERGY LLC		Land Value	9,075		
ATTN: DAVID TURNER		Improvement Value	11,174		
700 N AGENCY LN		Total	20,249		
RIDGELAND MS 39157		Appraised Values			
Location		Land Value	60,500		
1119 N <u>JEFFERSON ST</u> 21		Improvement Value	74,490		
Legal Description		Total	134,990		
LOT 1 BLK K NORTH PARK A	DDN	Building Info.			
LOT I BLK K NORTH PARK A	DDN	Type	APT		
		Base Area	2,359		
× .		Adjusted Area	2,370		
		Year Built	1949		
		Deed Info.			
		Book & Page	7223-9983		
Acreage Info.		Date	11/13/2018		
Cultivated Acres	0.00				
Uncultivated Acres	0.00				

Back Search

Monday, September 30, 2019

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Phone Numbers

Map to our Office

IRTY-SIX
PITRES'
S WASTE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX MONTH AGREEMENT AND RELATED DOCUMENTS WITH PITRES' ENVIRONMENTAL SERVICES INC. FOR NON-HAZARDOUS WASTE REMOVAL AT THE JATRAN ADMINISTRATIVE AND MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI

**WHEREAS**, the Department of Planning and Development, through its Transit Division, desires to enter into an agreement for non-hazardous waste removal at its administrative and maintenance facility located at 1785 Highway 80 West, Jackson, Mississippi; and

**WHEREAS**, Pitres' Environmental Services, Inc. was the only respondent to the staff's March 5, 2020, request for quotes to provide the non-hazardous waste removal; and

WHEREAS, Pitres' Environmental Services, Inc. has been responsive and responsible in providing the non-hazardous waste removal and has experience in getting the facility certified at the labs for testing and approved for disposal; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Pitres' Environmental Services, Inc. to provide the services for thirty-six (36) months commencing June 1, 2020 and ending May 31, 2023; and

WHEREAS, the cost shall not exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application, which is covered by Federal Transit Administration grant funds and the City's local match; and

WHEREAS, an increase in price must be approved by the governing authorities; and

**WHEREAS**, this agreement will expire after thirty-six (36) months unless approval is granted by the governing authorities.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with Pitres' Environmental Services, Inc. for non-hazardous waste removal at the JATRAN Administrative and Maintenance Facility for an amount not to exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application commencing June 1, 2020 through May 31, 2023.

**IT IS FURTHER ORDERED** that the services shall be paid with Federal Transit Administration grant funds at 80% and local match from General Fund at 20% to the Office of Transportation.

34 Item#\_\_\_\_\_

Agenda Date: May 26, 2020 By: (Welch, Hillman, Lumumba) CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 5/26/2020

1	POINTS	COMMENTS			
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX MONTH AGREEMENT AND RELATED DOCUMENTS WITH PITRES' ENVIRONMENTAL SERVICES INC. FOR NON-HAZARDOUS WASTE REMOVAL AT THE JATRAN ADMINISTRATIVE AND MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.			
3.	Who will be affected	Residents and visitors of JAMF			
4.	Benefits	Residents and visitors of JAMF			
5.	Schedule (beginning date)	June 1, 2020			
6.	Location:	Department of Planning & Development/Office of Transportation/All wards			
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation			
8.	COST	\$1.15 per gallon for Non-Hazardous Liquids \$1.65 per gallon for Non-Hazardous Solids \$100.00 per Profile Application			
9.	Source of Funding General Fund x Grant x Bond Other	Grant# MS-90-X092-00/ALI 44.24.00 (80%) General Fund: 20% Acct#187.565.20.6419			
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_			

# MEMORANDUM

TO:

Chokwe A. Lumumba, Mayor

THRU:

Jordan Hillman, Director

Department of Planning & Development

FROM:

Christine Welch, Deputy Director ACW

Office of Transportation

DATE:

May 11, 2020

RE:

Agenda Item for May 26, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Pitres' Environmental Services, Inc. for non-hazardous waste removal at the City of Jackson's JTRAN Administration and Maintenance Facility (JAMF) for a thirty-six-month period from June 1, 2020 to May 31, 2023 for an amount not to exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application.

On March 5, 2020, the City of Jackson's Office of Transportation requested quotes from contractors to provide non-hazardous waste removal located at JAMF, 1785 Highway 80W. There was only one company that submitted a quote and was certified by the labs for waste removal: Pitres' Environmental Services, Inc.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail <a href="mailto:cwelch@city.jackson.ms.us">cwelch@city.jackson.ms.us</a>.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2779 Telephone: (601) 960-1799 Facsimile: (601) 260-1756

# OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX MONTH AGREEMENT AND RELATED DOCUMENTS WITH PITRES' ENVIRONMENTAL SERVICES INC. FOR NON-HAZARDOUS WASTE REMOVAL AT THE JATRAN ADMINISTRATIVE AND MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPL is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

DATE

ORDER AUTHORIZING NOTICING THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT NUMBER 2 TO ITS 2015-2019 FIVE YEAR (5-YEAR) CONSOLIDATED PLAN, AMENDMENT NUMBER 1 TO ITS 2019 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN, AND AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AND UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZING THE ADOPTION OF THE AMENDMENT

**WHEREAS,** on August 11, 2015, found at Minute Book 6-H, Page 550, the Mayor was authorized to submit the City of Jackson's 2015 – 2019 Five Year Consolidated Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the following amounts: \$1,101,225 - Community Development Block Grant (CDBG), \$208,689 - Housing Opportunities for Persons with AIDS (HOPWA), and \$575,228 - Emergency Solutions Grants (ESG) funds; and

WHEREAS, federal regulations require amendments to a jurisdiction's 5-year Consolidated and One-year Action Plans in order to utilize increases in funding and to establish new projects and programs; and

WHEREAS, the federal regulations found at 24 CFR 91.105 require the jurisdiction to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation; and

WHEREAS, in response to COVID-19, the federal government is allowing certain waivers to several federal requirements; and

WHEREAS, it is necessary to amend the Citizen Participation Plan to allow for the exceptions provided in the waivers to permit a minimum 5-day comment period on Substantial Amendments to Consolidated and Annual Action Plans during the Coronavirus Pandemic. The waivers also allow for virtual public hearings to comply with restrictions on large gatherings of more than 10 people.

IT IS, THEREFORE, ORDERED that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year (5 YR) Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan by:

Increasing available funding to include CARES Act funding awarded to the City of Jackson; and, including projects to expend the CARES Act funding in preparing, preventing and responding to the Coronavirus.

IT IS FURTHER ORDERED that at the conclusion of the public comment period, unless there are objections from the general public, that the amendment to the 2015 - 2019 Consolidated and the 2019 Annual Action Plan, along with amendments to the Citizen Participation Plan will be considered adopted. However, if there are objections from the public, these objections will be presented to the governing authorities for consideration prior to the adoption of the amendment.

Item No.:\_\_\_\_\_ Date: May 26, 2020

By: (Hillman, Lumumba)

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 05/26/2020

	POINTS	COMMENTS					
1.	Brief Description	ORDER AUTHORIZING NOTICING THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT NUMBER TO ITS 2015-2019 FIVE YEAR (5-YEAR) CONSOLIDATED PLAN AMENDMENT NUMBER 1 TO ITS 2019 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN, AND AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AND UNLESS THER ARE OBJECTIONS DURING THE COMMENT PERIOD AUTHORIZING THE ADOPTION OF THE AMENDMENT					
2.	Purpose	To Respond to the Coronavirus Pandemic.					
3.	Who will be affected	City of Jackson					
4.	Benefits	This will allow families who are low to moderate income renters receive services to needs that have arisen from COVID 19.					
5.	Schedule (beginning date)	May 2020					
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson					
7.	Action implemented by: City Department X  Consultant	Department of Planning Office of Housing & Community Development.					
8.	COST	N/A					
9.	Source of Funding General fund Grant Bond Other	CDBG-CV \$1,101,225 ESG-CV \$575,228 HOPWA-CV \$208,689					
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 HOUSING AND COMMUNITY DEVELOPMENT

#### **MEMORANDUM**

TO:

Mayor Chokwe Lumumba

FROM:

Vanessa Henders Deputy Director

Office of Housing and Community Development

CC:

Jordan Hillman, Director, Department of Planning and Development

DATE:

May 14, 2020

RE:

Agenda Item for May 26, 2020 City Council Meeting

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) was enacted in response to the Coronavirus (COVID-19) Pandemic.

The Office of Housing and Community Development is requesting the amendment to expand the usage of \$1,101,225 in Community Development Block Grant (CDBG), \$208,689 in Housing Opportunities for Persons with AIDS (HOPWA), and \$575,228 in Emergency Solutions Grants (ESG) funds to be used to prevent, prepare for, and respond to COVID-19.

In addition, it is necessary to make certain revision to the Citizen Participation Plan to comply with the waivers regarding public comment and participation. The amendment will allow for a 5-day comment period on Substantial Amendments to Consolidated and Annual Action Plans during the Coronavirus Pandemic and, allow for virtual public hearings to comply with restrictions on large gatherings of more than 10 people.

Two items are attached for your review and approval: (1) the agenda item authorizes the Mayor to amend the 5 Year Consolidated Plan and the 2019 One Year Action Plan for the use of CDBG funds and (2) a summary of the projects that will be funded with the CARES Act funding.

If you have questions or need additional information, please let me know.

For Office Use Only: Manager Approval:	Date: 3 H 30	
Fiscal Officer Approval: Sylvia foreg	Date: 5/14/20	

# The City of Jackson's 2019 One-Year Action Plan of the 2015-2019 Consolidated Plan AMENDMENT

Community Development Block Grant (CDBG-CV) Funds
Emergency Solutions Grant (ESG-CV) Funds
Home Investment Partnerships (HOME) Funds
Housing Opportunities for Persons with AIDS (HOPWA-CV) Funds

This document outlines the addition of the following projects in relation to the CARES Act funding specifically:

#### 2019 CDBG-CV Funds - \$1,101,225

#### PUBLIC SERVICES

If found feasible, the amount of funding for public services related to preparing, preventing and responding to the coronavirus can exceed the 15% cap.

#### PUBLIC WORKS

Building and Improvements, Including Public Facilities

#### ECONOMIC DEVELOPMENT

Provide funding for micro-enterprises and small business in response to the coronavirus.

#### PLANNING AND PROGRAM ADMINISTRATION

Funds for the overall administration, management, and development of the City's CDBG-CV funding.

#### 2019 ESG-CV FUNDS \$575,228

Funding for the following ESG eligible activities under the CARES Act:

- 1. Administration costs
- 2. HMIS
- 3. Homelessness Prevention and Rapid Re-housing
- 4. Emergency Shelter and Outreach
- 5. Supportive Services

#### 2019 HOME FUNDS No additional funding

Although no additional HOME funds have been provided, the amendment will add a project for Tenant-based Rental Assistance (TBRA), if the need arises for additional resources to assist with rental and utility payments for low- and moderate-income families.

#### **2019 HOPWA-CV FUNDS \$ 208,689**

Funding for the following HOPWA eligible activities under the CARES Act:

- 1. Assisting HOPWA eligible households in accessing essential services and supplies such as food, water, medications, medical care, and information.
- 2. Educating assisted households on ways to reduce the risk of getting sick or spreading infectious diseases such as COVID-19 to other.
- 3. Providing transportation services for eligible households, including costs for privatelyowned vehicle transportation when needed, to access medical care, supplies, and food or to commute to places of employment.
- 4. Providing nutrition services for eligible households in the form of food banks, groceries, and meal deliveries.
- 5. Providing lodging at hotels, motels, or other locations to quarantine HOPWA-eligible persons or their household members.
- 6. Providing short-term rent, mortgage, and utility (STRMU) assistance payments to prevent homelessness of a tenant or mortgagor of a dwelling for a period of up to 24 months.
- 7. Administrative costs

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 NOTICING THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT NUMBER 2 TO ITS 2015-2019 FIVE YEAR (5-YEAR) CONSOLIDATED PLAN, AMENDMENT NUMBER 1 TO ITS 2019 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN, AND AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AND UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZING THE ADOPTION OF THE AMENDMENT is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

5/20/20 DATE

MUNICIPAL MUNICIPAL

ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE 2020 CARES ACT AIRPORT GRANT AGREEMENT, CARES GRANT NUMBER 3-28-0037-0057-2020, WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO HAWKINS FIELD AIRPORT AND JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT INCLUDING THE REIMBURSEMENT OF OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICE PAYMENTS

WHEREAS, the Jackson Municipal Airport Authority ("JMAA") has applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for a 2020 CARES ACT AIRPORT GRANT for purposes directly related to Hawkins Field Airport ("HKS") and Jackson-Medgar Wiley Evers International Airport ("JAN") (together "Airports") including the reimbursement of operational and maintenance expenses and debt service payments; and

WHEREAS, in response to the application of JMAA for a 2020 CARES ACT AIRPORT GRANT, the FAA offered to JMAA the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-2020 in an amount not to exceed \$8,630,630.00; and

WHEREAS, JMAA has resolved to accept the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-2020, and authorized JMAA's Chief Executive Officer and JMAA's Board Counsel to execute certain documents and assurances as required; and

WHEREAS, the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-2020 which provides for maintaining safe and efficient airport operations at the Airports will be in an amount not to exceed \$8,630,630.00; and

WHEREAS, in order for JMAA to receive the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-2020, the FAA requires that the City of Jackson, Mississippi ("City"), as the local government sponsor of JMAA, to execute multiple copies of the Grant Agreements for the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-2020 with the FAA, as the City has previously acted with respect to other grants by the FAA to JMAA; and

WHEREAS, the City, as the local government sponsor of JMAA, is required to execute multiple copies of the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-2020 with the FAA and therefore the Mayor and City Attorney of the City need to be authorized to execute the Grant Agreements for the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-2020.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City shall act as the local government sponsor of JMAA in connection with the FAA 2020 CARES ACT AIRPORT GRANT NUMBER 3-28-0037-0057-

2020, for purposes directly related to the Airports, including the reimbursement of operational and maintenance expenses and debt service payments; and

IT IS FURTHER ORDERED that no funds of the City are to be expended in connection herewith; and

IT IS FURTHER ORDERED that the Mayor, or his designee, and the City Attorney of the City are authorized to execute and certify, respectively, on behalf of the City, as Co-Sponsor with JMAA, multiple copies of the Grant Agreement with the FAA, in connection with FAA 2020 CARES ACT AIRPORT GRANT NO. 3-28-0037-0057-2020, which provides for maintaining safe and efficient airport operations at the Airports.

LUMUMBA, HOWARD

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 APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE 2020 CARES ACT AIRPORT GRANT AGREEMENT, CARES GRANT NUMBER 3-28-0037-0057-2020, WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO HAWKINS FIELD AIRPORT AND JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT INCLUDING THE REIMBURSEMENT OF OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICE PAYMENTS, is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Date

TH RENTAL

# ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR

WHEREAS, on March 28, 2017, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) W7970, and one (1) 7855PT copiers for the Office of the City Attorney and the Office of the City Prosecutor; and

WHEREAS, the contract with XEROX expired in March, 2020; and

WHEREAS, the Office of the City Attorney and City Prosecutor desires to enter into a 36-month rental agreement of three (3) copy machines: two XEROX C8070H and one C8045H; and

WHEREAS, Xerox Corporation, at 2627 Ridgewood Road, Jackson, Mississippi provides through State Contract No. 072788800, two XEROX C8070H (Office of the City Attorney) and one C8045H (Office of the City Prosecutor);

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute necessary documents with Xero) providing for a 36-month rental of three (3) rental copiers: two XEROX C8070H (Office of the City Attorney) at a combined total of \$436.52 and one C8045H (Office of the City Prosecutor) at a cost of \$192.14 per month to include service and supplies, except paper and staples.

IT IS FURTHER ORDERED that payment for said rental be made from the general fund.

APPROVED FOR AGENDA:	INITIALS	DATE
LEGAL FINANCE BUDGETED Yes_x No Account # 001-407		
CAO MAYOR'S OFFICE		

Agenda Item No. 37 May 26, 2020

By: Howard, Lumumba

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

<u>5/12/20</u>

DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND THE CITY PROSECUTOR
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	
5.	Schedule (beginning date)	Upon City Council approval
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	
7.	Action implemented by:  § City Department  § Consultant	Office of the City Attorney and City Prosecutor
8.	COST	two XEROX C8070H (Office of the City Attorney) at a combined total \$436.52 and one C8045H (Office of the City Prosecutor) at a cost of \$192.14
	Source of Funding  § General Fund  § Grant  § Bond  § Other	General Fund
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

### **MEMORANDUM**



Office of the City Attorney (601) 960-1799

TO:

Chokwe A. Lumumba, Mayor

FROM:

**Timothy Howard, City Attorney** 

DATE:

May 12, 2020

RE:

Order - Copier Renewal Rental Agreement - Legal and City Prosecutor

Divisions

On March 28, 2017, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) W7970, and one (1) 7855PT copiers for the Office of the City Attorney which expired on March 28, 2020.

We are recommending that a subsequent state contract for lease of equipment be entered into with the Xerox Corporation for two XEROX C8070H (Office of the City Attorney) and one C8045H (Office of the City Prosecutor). The cost of the proposed equipment leases on all three (3) copiers if approved will be a decrease of \$14.26 per month.

The Office of the City Attorney believes that it will be more economical and efficient to handle the large volume of copies being made now for open records requests, subpoenas, and producing copies of photographs, etc. The copiers will accommodate both the litigation defense and transactional requests when one or more of these machines are being occupied. Also, we do not have to worry about overheating; when producing an excessive number of copies. Until a solution is made on going paperless, two (2) copiers will suffice.

The proposed equipment lease will be administered under State Contract No. 072788800 for a period of 36 months and will consist of the lease of three (3) copiers: two XEROX C8070H at a combined total of \$436.52 monthly (Office of the City Attorney) and one C8045H (Office of the City Prosecutor) at a cost of \$192.14.

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

Facsinule: (601) 60-1756

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND THE CITY PROSECUTOR, is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Monica D. Allen, Special Assistant to City Attorney

Date



Customer: JACKSON, CITY OF

BillTo: CITY OF JACKSON

PROSECUTORS OFFICE

STE 111

327 E PASCAGOULA ST JACKSON, MS 39201-4204 Install: CITY OF JACKSON

PROSECUTORS OFFICE

STE 111

327 E PASCAGOULA ST

JACKSON, MS 39201-4204

Tax ID#: x

State or Local Government Negotiated Contract: 072788800

Product Description Item	Agreemen	Information	Trade Information	Requested Install Date
1. C8045H (XEROX C8045H)  - 1 Line Fax  - 2/3 Hole Punch  - Booklet Maker Unit  - Office Finisher Lx	Rental Term:	36 months	- Xerox 7855PT S/N MX4502699 Trade-In	5/6/2020

Item	Rental  Minimum Payment	Mater	Print Charges Voiume Band	Per Pool Rate	Maintenance Plan Features
1. C8045H	\$192.14	Meter 1 Meter 2	All Prints All Prints	\$0.0059 \$0.0590	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$192.14	Minimum Paym	nents (Excluding Ap	plicable Taxes)	

Authorized Signature		
Customer acknowled which consists	ges receipt of the terms of this agreement of 2 pages including this face page.	Thank You for your business  This Agreement is proudly presented by Xerox and
Signer:	Phone: (601)960-1348	John Cooper (601)981-0652
Signature:	Date:	For information on your Xerox Account, go to www.xerox.com/AccountManagement

	¥.	



Terms and Conditions

#### INTRODUCTION:

 NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negoliated Contract, the then-current standard Xerox terms for such option.

#### **PRICING PLAN/OFFERING SELECTED:**

FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

#### **GENERAL TERMS & CONDITIONS:**

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include

product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



Customer: JACKSON, CITY OF

BillTo: JACKSON CITY

ATTORNEYS OFFICE

455 E CAPITOL ST

JACKSON, MS 39201-2603

Install: JACKSON CITY

ATTORNEYS OFFICE

455 E CAPITOL ST

JACKSON, MS 39201-2603

Tax ID#: x

State or Local Government Negotiated Contract: 072788800

Product Description Item	Agreemen	t Information	Trade Information	Requested Install Date
1. C8070H (XEROX C8070H) - Br Finisher-2/3 Hp	Rental Term:	36 menths	- Xerox 7970 S/N B0W868075 Trade-ìn	5/6/2020

Monthly Pricing Item Rental **Print Charges** Maintenance Plan Features Meter Volume Band Per Print Pate Minimum Payment \$211.05 - Consumable Supplies Included for all prints 1. C8070H Meter 1 All Prints \$0.0049 - Pricing Fixed for Term Meter 2 All Prints \$0.0490 \$211.05 Minimum Payments (Excluding Applicable Taxes) Total

#### Authorized Signature

Customer acknowledges receipt of the terms of this agreement	
which consists of 2 pages including this face page.	

Signer:

Phone: (601)960-1799

Signature: -

Thank You for your business! This Agreement is proudly presented by Xerox and

John Cooper (601)981-0652

For information on your Xerox Account, go to www.xerox.com/AccountManagement



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product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox, Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Revised Date: February 2017

# RENTAL AGREEMENT FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS

(applicable to equipment rental transactions)

This	Rental	Agreement	(hereinafter	referred	to	as	Agreement)	is	entered	into	by	and	between
Offi	le of +	heckyoftall	CSON 4 HORNE	. ()				_ (he	reinafter	referred	to as	Custo	mer), and
Xe	AKX		0-1/ 1 11 0 11/4	7			(hereir	aftei	referred t	o as Ver	idor).	This A	Agreement
becom	es effecti	ve upon signat	ure by Custom	er and Ver	idor, a	and sl	hall take preced	ence	over all a	greemer	its and	lunder	rstandings
betwee	en the pai	rties: Vendor	, by its accepta	ance hereo	f, agr	ees to	rent to Custor	mer,	and Custo	mer, by	its ac	ceptan	ce hereof,
agrees	to rent fro	om Vendor, the	e equipment, in	icluding ap	plical	ble so	ftware and serv	ices	to render i	t continu	ally o	peratio	nal, listed
in Exh	ibit A, wh	ich is attached	I hereto and inc	corporated	herei	٦.						•	

#### 1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.
- 2. <u>EQUIPMENT SELECTION, PRICES, AND AGREEMENT</u>: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
- 3. <u>SHIPPING AND TRANSPORTATION</u>: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.
- 4. <u>RISK OF LOSS OR DAMAGE TO EQUIPMENT</u>: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

#### 5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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



Customer: JACKSON, CITY OF

BillTo: JACKSON CITY Install: JACKSON CITY
ATTORNEYS OFFICE
455 E CAPITOL ST

Install: JACKSON CITY
ATTORNEYS OFFICE
455 E CAPITOL ST

JACKSON, MS 39201-2603

3 JACKSON, MS 39201-2603

Tax ID#: x

State or Local Government Negotiated Contract: 072788800

Product Description Item	Agreemen	t Information	Trade Information	Requested Install Date
1. C8070H (XEROX C8070H) - Br Finisher-2/3 Hp - 1 Line Fax	Rental Term:	36 months	- Xerox 7970 S/N B0W867972 Trade-In	5/6/2020

Item	Rental  Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features
1. C8070H	\$225.47	Meter 1 Meter 2	All Prints All Prints	\$0.0049 \$0.0490	Consumable Supplies Included for all prints     Pricing Fixed for Term
Total	\$225.47	Minimum Paym	nents (Excluding Ap	plicable Taxes)	

Authorized	Signature
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ļ	Addition Zed Signature		
	Customer acknowled which consists	ges receipt of the terms of this agreement of 2 pages including this face page	Thank You for your business! This Agreement is proudly presented by Xerox and
	Signer:	Phone: (601)960-1799	John Cooper (601)981-0652
	Signature:	Date:	For information on your Xerox Account, go to www.xerox.com/AccountManagement



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#### ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETT THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1400280-2773-E 30 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION

WHEREAS, on December 11, 2013, the City of Jackson was a qualified self-insurer of benefits 72, payable under the Mississippi Workers Compensation Act; and

WHEREAS, on December 11, 2013, an employee of the Public Works Department in the Solid Waste Division slipped and sustained injury to his *left* knee while climbing down from a trackhoe; and

WHEREAS, the City accepted the injury as compensable and commenced providing the employee with medical treatment and benefits based on the work related injury; and

WHEREAS, an attorney - Marc Brand was retained by the employee to represent him in proceedings before the Mississippi Workers Compensation Commission;

WHEREAS, diagnostic tests conducted following the reported injury indicated that the employee had a pre-existing condition which was exacerbated and a possible tear of the medial meniscus; and

WHEREAS, the treating physician opined that the employee probably should consider knee arthroplasty; and

WHEREAS, the physician indicated that the necessity for the surgery may not be attributed to the December 11, 2013 accident; and

WHEREAS, the employee has indicated that he was not symptomatic and had no problems with the knee until December 11, 2013; and

WHEREAS, the Office of the City Attorney has disputed the employee and his counsel's position and contends that the pre-existing condition and other physical characteristics of the employee are substantially contributing to the employee's chronic pain; and

WHEREAS, there is a genuine dispute concerning the employee's impairment arising out of the December 11, 2013 accident and whether future medical treatment, including the knee arthroplasty is attributable to the work related accident; and

WHEREAS, the Claimant submitted a demand in the amount of \$30,000.00 to compromise and fully settle his claim for permanent disability benefits and medicals; and

WHEREAS, the Office of the City Attorney entered into negotiations with Claimant's counsel and advised Claimant's counsel that it was amenable to recommending that the governing authorities settle the claim by the payment of the sum of \$15,000.00 and;

WHEREAS, the Claimant has agreed to accept the sum of \$15,000.00 in total compromise and settlement of the claim; and

WHEREAS, compromise and settlement of the claim is subject to the approval of the Mississippi Workers Compensation Commission; and

WHEREAS, the best interest of the City of Jackson would be served by compromising and settling the claim pending before the Commission concerning the subject employee by payment of the sum of \$15,000.00;

IT IS HEREBY ORDERED that the Office of the City Attorney is authorized to compromise and settle the employee's claim for permanent partial disability benefits and medicals pending in MWCC # 1400280-2773-E-30 for the sum of \$15,000.00 subject to approval of the Mississippi Workers Compensation Commission;

IT IS FURTHER HEREBY ORDERED that the Office of the City Attorney and the Department of Finance and Administration shall be authorized to pay sums required by Orders of the Commission related to the settlement and to do those acts required to comply with the Mississippi Workers Compensation Act, the Mississippi Workers Compensation Commission, and the tenor of this order.

Lumumba, Howard

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 4, 2020 **DATE** 

	POINTS	COMMENTS	
i.	Brief Description/Purpose	Order Authorizes the Office of the City Attorney to settle and compromise a claim pending before the Mississippi Workers Compensation Commission asserted by employee injured in course of employment	
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	No policy initiative exactly	
	Who will be affected	City of Jackson, municipal employee, employee's attorney, Mississippi Workers Compensation Commission	
į.	Benefits	City's exposure for permanent partial disability benefits limited and future medicals extinguished.	
	Schedule (beginning date)	Upon approval of Mississippi Workers Compensation Commission	
•	Location:  \$ WARD  \$ CITYWIDE (yes or no) (area)  \$ Project limits if applicable	No specific area - general government	
<u></u>	Action implemented by:  \$ City Department  \$ Consultant	Office City Attorney	
	COST	\$15,000.00	
	Source of Funding  \$ General Fund  \$ Grant  \$ Bond  \$ Other	General fund allocation for workers compensation benefits and medicals	
10.	EBO participation	ABE	

# MEMORANDUM



Office of the City Attorney (601) 960-1799

**Privileged Communication** 

TO:

Mayor Chokwe Lumumba

FROM:

**Timothy Howard** 

DATE:

May 4, 2020

RE:

Settlement of Employee's Claim for Benefits and Medical Pursuant to Mississippi Workers Compensation Act

The Order which accompanies this memo requests that the governing authorities approve the compromise and settlement of a municipal employee's claim for permanent partial disability benefits and medicals which is pending before the Commission in MWCC # 1400280-P-2773-E 30. The Office of the City Attorney recommends that the claim be settled for the sum of \$15,000.00.

The City's exposure for permanent disability benefits and future medical treatment will be extinguished by the compromise and settlement of the claim.

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

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1400280-2773-E 30 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, City Attorney

Carrie Johnson, Deputy City Attorney

# RESOLUTION EXPRESSING THE CITY OF JACKSON'S DESIRE TO BUILD CELLULAR TOWERS IN UNDERSERVED AREAS.

**WHEREAS,** many areas of Hinds County are underserved as it relates to Cellular service. This puts residence at a disadvantage for emergency services and basic communications. The increase in the number of people who use cellular communications has created the need for an ever increasingly reliable network of cellular related technologies built to accommodate the increased demand for its services.

WHEREAS, the City of Jackson owns several cellular towers in and around the City of Jackson, there are areas in rural Hinds County that could greatly benefit from better cellular services. The City of Jackson is proposing to build cellular towers in Hinds County. Cellular tower revenue has proven to be a significant income source for the City of Jackson.

**NOW, THEREFORE BE IT RESOLVED** that the City of Jackson may review and examine the cost and effect of offering cell towers to underserved areas, and to partner with the appropriate agencies to deliver said services.

Agenda Item No. 39

May 26, 2020

Stamps

# RESOLUTION OF THE CITY OF JACKSON TO OFFER FIRE SERVICES OUTSIDE THE CITY LIMITS.

**WHEREAS**, there are approximately thirteen volunteer fire departments throughout rural Hinds County as well several small municipalities with fire departments that are now faced with diminished resources and budget struggles.

WHEREAS, most volunteer fire departments are supplied reasonably effective fire protections to rural areas without adequate government assistance or support. However, greater demands for fire protection service, the high cost of modern and specialized equipment, and the need for giving volunteers economic security have forced many independent fire services to look to the government for help.

**WHEREAS,** the City of Jackson has 21 staffed fire stations that are equipped with some of the best in new technology, updated equipment, training and fire protection/safety programs. The City of Jackson Fire Department currently holds a class 3 fire rating and has the personnel capacity to offer both, full time manpower to assist volunteer departments, as well as extend full fire protection services to underserved areas.

**NOW, THEREFORE BE IT RESOLVED** that the City of Jackson may review and examine the cost and effect of offering fire protection to underserved areas, and to partner with the appropriate agencies to deliver said services.

Agenda Item NO.

40

May 26, 2020

Stamps

# RESOLUTION EXPRESSING THE CITY OF JACKSON'S DESIRE TO EXTEND WATER/SEWER SERVICES OUTSIDE THE CITY LIMITS.

WHEREAS, the Safe Drinking Water Act and the Clean Water Act impose requirements regarding drinking water quality and wastewater treatment in rural as well as urban areas of the United States, many rural communities need to complete water and waste disposal projects to improve the public health and environmental conditions of their citizens. Small water infrastructure systems often have higher rates of noncompliance than larger systems. In addition, because small systems generally lack economies of scale, their customers face a particularly heavy financial burden to meet needs for clean water investments.

WHEREAS, the City of Jackson owns two (2) state of the art Class "A" drinking water facilities: O. B. Curtis and J. H. Fewell Water Treatment Plants and has excellent drinking water ratings. The city is to offering to provide sewer and water service to areas outside the city limits in underserved areas. The City of Jackson also owns Savannah Wastewater Treatment Plant that services other counties as well.

**NOW, THEREFORE BE IT RESOLVED** that the City of Jackson may review and examine the cost and effect of offering water/ sewer services to underserved areas, and to partner with the appropriate agencies to deliver said services.

Agenda Item No.

41

May 26, 2020

**Stamps** 

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF LOCAL AND PRIVATE LEGISLATION PROVIDING THE CITY OF JACKSON AUTHORITY TO REGULATE STAND UP ELECTRIC SCOOTER OPERATION FOR PURPOSES OF CONTRACTING WITH SHARED SCOOTER SERVICE PROVIDERS (LINDSAY)

**WHEREAS,** the City Council of the City of Jackson, Mississippi ("City of Jackson"), has met to consider support for certain proposed legislation during the 2020 Mississippi Legislative Session; and

**WHEREAS,** the City of Jackson requests local and private legislative authority to regulate stand up electric scooters; and

**WHEREAS,** the City of Jackson is the Capitol City and is continually trying to identify ways to better provide alternate transportation throughout the city; and

WHEREAS, urban areas have an increasing need to advance the way people move; and

**WHEREAS,** less automobile usage promotes healthier citizens, decreases pollution, decreases the need for parking or congestion, and decreases wear on infrastructure; and

**WHEREAS,** as the City seeks to provide alternative transportation modes, which provide recreational means of mobile movement; and

**WHEREAS,** the governing authorities of the City of Jackson seek a clarifying definition of the term "standup electric scooter"; and

**WHEREAS**, the governing authorities of the City of Jackson see clarification that standup electric scooter is not a motor vehicle in Mississippi Code; and

**THEREFORE, BE IT RESOLVED** that the City Council for the City of Jackson, Mississippi supports proposed legislative initiatives to be considered during the 2020 Session of the Mississippi Legislature requesting local and private legislative authority to regulate stand up electric scooters so as to potentially contract with one or more shared scooter operators.

**IT IS FURTHER RESOLVED** that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

Agenda Item No. 42.

May 26, 2020