



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI**

March 2, 2021

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR ERIC KNAPP OF GREATER CLARK STREET M.B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)**
3. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 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 BKD CPAS AND ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 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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INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

6. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
7. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 9, 2021 FOR THE FOLLOWING CASES:**

2020-1569	2020-1572	2020-1573	2021-1000	2021-1001	2021-1002
2021-1013	2021-1014	2021-1015	2021-1016		
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1421 – 1634 WOODY DRIVE – \$5,000.00. (WARD 6) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, LLC, TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL #648-170 LOCATED AT 910 ROYAL OAKS DRIVE - \$4,200.00 - CASE #2021-1019. (WARD 5) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE FILING OF NOTICE OF SATISFACTION OF JUDGMENT AND CANCELLATION OF LIEN WITH THE HINDS COUNTY CIRCUIT COURT FOR ADJUDICATED COSTS AND PENALTIES IN THE AMOUNT OF TWO HUNDRED DOLLARS (\$200.00) ASSESSED FOR CLEANING PARCEL NUMBER #65-40 LOCATED AT 136 NOEL ST, JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)**

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

11. **CLAIMS (HORTON, LUMUMBA)**
12. **PAYROLL (HORTON, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROJECT CHANGE REQUEST WITH TYLER TECHNOLOGIES, INC. FOR THE CONVERSION OF UNUSED FUNDS TO BE ALLOCATED TOWARDS SOFTWARE AND**

HARDWARE. (HORTON, LUMUMBA)

14. **ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021. (HORTON, LUMUMBA)**
15. **RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE INITIAL PURCHASE OF FOURTEEN (14) VEHICLES FOR THE JACKSON POLICE DEPARTMENT. (HORTON, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CONVERGEONE, INC., FOR THE RENEWAL OF RENTAL SPACE FOR THE CITY OF JACKSON IT DISASTER RECOVERY SITE. (HORTON, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO RETAIN WINSTON THOMPSON, ESQUIRE, HAWKINS LAW, P.C. & LIGHTFOOT, FRANKLIN & WHITE, LLC AND TO AUTHORIZE THE EXECUTION OF A CONTINGENCY AGREEMENT. (LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE BUSINESS ASSOCIATE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAY ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND MARCH 27, 2021. (ALL WARDS) (SANDERS, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A USE LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/ TO PROVIDE USE OF FACILITY FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAY ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND MARCH 27, 2021. (ALL WARDS) (SANDERS, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON STATE UNIVERSITY AND THE CITY OF JACKSON, MISSISSIPPI FOR THE JACKSON POLICE DEPARTMENT TO PROVIDE SECURITY AT JACKSON STATE UNIVERSITY ATHLETIC FOOTBALL EVENTS. (DAVIS, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE NORTH JACKSON YOUTH BASEBALL FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN LAKELAND PARK. (WARD 1) (HARRIS, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND PARK GOLF INCORPORATED ("PARK GOLF"), FIRST TEE-CENTRAL MISSISSIPPI ("FIRST TEE"), FOR USE OF BATTLEFIELD PARK AND ITS FACILITY, LOCATED AT 953 WEST PORTER STREET, JACKSON, MISSISSIPPI. (WARD 7) (HARRIS, LUMUMBA)**

23. **ORDER RATIFYING PAYMENT TO CENTAMAN FOR SUPPORT AND LICENSE FEE RENEWAL FOR THE JACKSON ZOO. (WARD 5) (HARRIS, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION AND JACKSON PUBLIC SCHOOLS (JPS) TO WORK IN UNISON TO USE VARIOUS ATHLETIC FIELDS, WALKING TRAILS AND FACILITIES. (WARDS 1-7) (HARRIS, LUMUMBA)**
25. **ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO STEWPOT COMMUNITY SERVICES FOR THE PURPOSE OF SUPPORTING SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STEWPOT COMMUNITY SERVICES. (ALL WARDS) (KIDD, LUMUMBA)**
26. **ORDER AUTHORIZING THE DONATION OF FUNDS TO THE HINDS COUNTY HUMAN RESOURCE AGENCY PURSUANT TO MISSISSIPPI CODE ANNOTATED SECTION 21-17-1(8) TO ASSIST IN ITS PROVISION OF EMERGENCY SERVICES. (KIDD, LUMUMBA)**
27. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7) (HILLMAN, LUMUMBA)**
28. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 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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31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE PURCHASE OF TRANSIT BUSES FROM THE DISCRETIONARY FY2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339(C) IN THE AMOUNT OF \$7,000,000.00. (HILLMAN, LUMUMBA)**

32. **ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC., FOR THE 2020 FLOOD DISASTER STREET RESURFACING PROJECT. (WARD 1) (WILLIAMS, LUMUMBA)**
33. **ORDER ACCEPTING THE BID OF PAVECON, LTD. FOR CONSTRUCTION OF THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054)LPA/108164 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION. (WARDS 1 &7) (WILLIAMS, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(054) LPA/108164. (WARDS 1 & 7) (WILLIAMS, LUMUMBA)**
35. **ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR O.B. CURTIS WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH JANUARY 4, 2021. (WILLIAMS, LUMUMBA)**
36. **ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC., FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH JANUARY 4, 2021. (WILLIAMS, LUMUMBA)**
37. **ORDER AUTHORIZING THE MAYOR TO APPLY FOR THE INNOVATIVE WATER INFRASTRUCTURE WORKFORCE DEVELOPMENT GRANT OFFERED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), OFFICE OF WATER, AND OFFICE OF WASTEWATER MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT. (WILLIAMS, LUMUMBA)**
38. **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERT WITNESS IN THE LAWSUIT STYLED, "DANIEL KNOWLES V. CITY OF JACKSON" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CAUSE NO. 251-10-666 CIV. (ALLEN, LUMUMBA)**
39. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "RYAN SONNER, ET AL. V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Civil Action No.: 20-219. (ALLEN, LUMUMBA)**
40. **ORDER AUTHORIZING THE ENGAGEMENT OF CASUALTY ACTUARIAL CONSULTANTS, INC., TO PROVIDE PROFESSIONAL ACTUARY SERVICES FOR THE CITY OF JACKSON'S SELF-INSURED STATE TORT CLAIMS FUND AND SELF-INSURED WORKERS COMPENSATION FUND. (ALLEN, LUMUMBA)**
41. **ORDER AUTHORIZING THE ENAGEGEMENT OF WIMBERLY CLAIMS SERVICE TO PROVIDE CLAIMS AUDITING SERVICES FOR THE CITY OF JACKSON'S SELF-INSURED STATE TORT CLAIMS FUND. (ALLEN,**

- LUMUMBA)
42. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF A FORMER POLICE OFFICER OF THE JACKSON POLICE DEPARTMENT FOR FUTURE MEDICAL EXPENSE IN UNCONTROVERTED MWCC #0807188. (ALLEN, LUMUMBA)
43. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE CITY LEGAL DEPARTMENT TO INSTITUTE LEGAL ACTION AGAINST THE OWNERS AND OPERATORS OF JASCO BAILEY AVENUE, 1038 WOODROW WILSON AVENUE, JACKSON, MISSISSIPPI 39213 (INTERSECTING WITH MARTIN LUTHER KING JR. DRIVE), AS A PUBLIC NUISANCE. (STOKES)
44. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND HINDS COUNTY, MISSISSIPPI, TO PROVIDE FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) TO HINDS COUNTY, MISSISSIPPI, TO ENGAGE DEPUTIES OF THE SHERIFF OF HINDS COUNTY TO ASSIST WITH PUBLIC SAFETY ACTIVITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI. (STOKES)
45. ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC. (SANDERS, LUMUMBA)

DISCUSSION

46. DISCUSSION: FEDERAL COVID-19 REQUEST REPORT (LINDSAY)
47. DISCUSSION: 1013 CARVER STREET (STOKES)
48. DISCUSSION: PROSPERITY STREET (STOKES)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 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

Public Hearing #2
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, City Center Drugs, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that City Center Drugs is hereby (*approved*) a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 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

1/22/2021

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	To erect three building signs totaling 184 square feet increasing the total building signage to 191 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	1200 Eastover Drive (Ward 7)																																													
7. Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. COST	N/A																																													
9. Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

Revised 2-04

Staff Recommendation: Approve


Department of Planning and Development



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: January 22, 2021

RE: Sign Variance

City Center Drugs, located at 1200 Eastover Drive #175, is requesting a variance to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

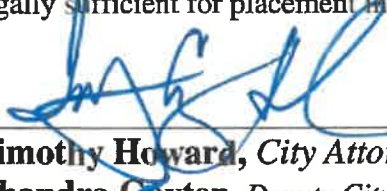
Office of the City Attorney

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

CA

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDINGS SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney *CV*

2/12/21
Date

RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1200 Eastover Dr. #175
Jackson MS 39211

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

signage allowance is smaller than desired
signage on corner building

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: City Center Drugs

Mailing Address: 1200 Eastover Dr. #175

City: Jackson State: MS Zip: 39211

Contact Phone: 601 966-7160 Fax: _____

Email: ch@in-elements.com

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JAN 21 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A + Signs & Creative

Mailing Address: 4147 Northview Dr.

City: Jackson State: MS Zip: 39206

Contact Phone: 601-355-9595 Fax: _____

Email: mfisk@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Ted Duckworth

Mailing Address: 300 E Pearl St. #200

City: Jackson State: MS Zip: 39201

Email: ted@duckworthreality.com

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

Variance(s) \$450.00

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JAN 21 2021

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.

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

1200 Eastover Dr #115 Jackson, Mississippi

On this the 22nd day of DECEMBER, 2020

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. JACKWORTH

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 22nd
Day of December 2020

MY COMMISSION EXPIRES:
05/08/2023



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JAN 21 2021

SIGNS/LICENSE DIVISION

Letter of Intent

December 12, 20~~20~~

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: MISSISSIPPI

County of: HINDS

Sworn to and subscribed before me this the 22nd day of December 20~~19~~²⁰


Notary Public

Seal



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JAN 21 2021

SIGNS/LICENSE DIVISION

To whom it may concern:

The owner of 1250 District Blvd. E. is requesting building mounted signage for the City Center Drugs, a new drug store opening in The District at Eastover. There are multiple facades of the storefront therefore we are proposing multiple signs.

City Center Drugs is located in a CMU-1 zoning district. The allowed square footage for this zoned property is 15 sq. ft, which would result in a sign measuring approximately 3' x 5'. This size would look abnormally small for the storefront. The size restrictions pose challenges for the fabrication process as well. We are proposing signage for the two main elevations along with a one blade sign in order to advertise to potential customers on the surrounding thoroughfares, as previously seen at The Sophomore Spanish Club, Cultivation Food Hall and Fine and Dandy.

For fabrication and aesthetic purposes, we are requesting two main signs and one blade sign. The property owner is proposing multiple signs considering the scale of the storefront. Our signage proposal will meet the property owner's request for channel letters, and it will make the façade of the storefront more aesthetically pleasing.

Our suggestion is consistent with the existing signage at The District at Eastover that has already been approved by The City of Jackson.

Thank you for your consideration and time.

Ted Duckworth 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 12.22.2020

Department of Planning and Development



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

January 22, 2021

Ted Duckworth
308 E. Pearl Street
Jackson,, MS 39201

Re: City Center Drugs Sign Variance Application

Dear Mr. Duckworth:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of City Center Drugs located at 1200 Eastover Drive #175.

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 City Center Drugs is requesting to erect three building signs totaling 184 square feet increasing the total building signage to 191 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,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager
Signs & License Division



RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

Form with sections: CONTRACTOR/ERECTOR, LOCATION/ADDRESS OF SIGN, GROUND-MOUNTED, BUILDING-MOUNTED, TYPE OF LIGHTING, WORDING ON SIGN(S), ZONING CLASS, and checkboxes for Temporary Banner, Plot Drawings, Sign Drawings.

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

Signature and Date (12/23/20)

Sign and License Division Manager



RECEIVED

JAN 21 2021

SIGN & 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:

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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 12/23/20

Sign and License Division Manager



SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20

RECEIVED

JAN 21 2021

SIGNS LICENSE DIVISION

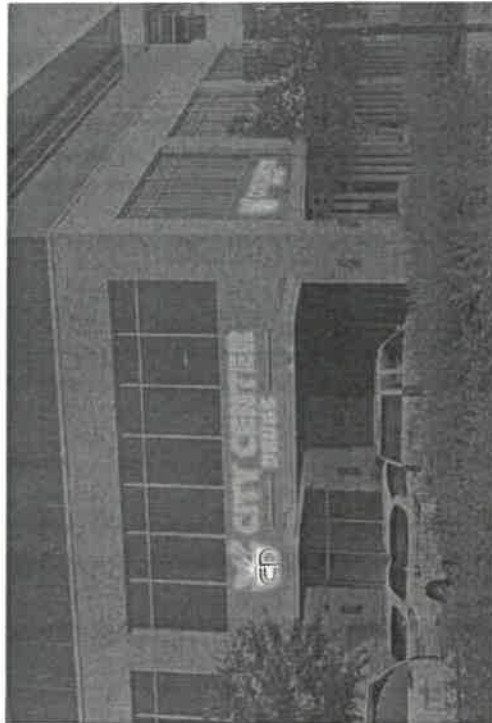


Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for its use only.



SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Channel letters

Internally lit channel letters

Painted white with blue returns to match client specs

Approx 18.4' wide x 3.75' tall

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JAN 21 2021

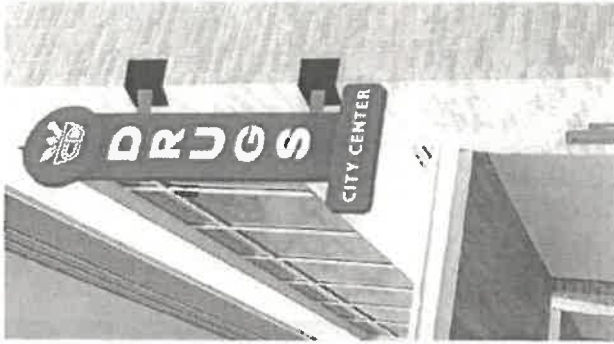
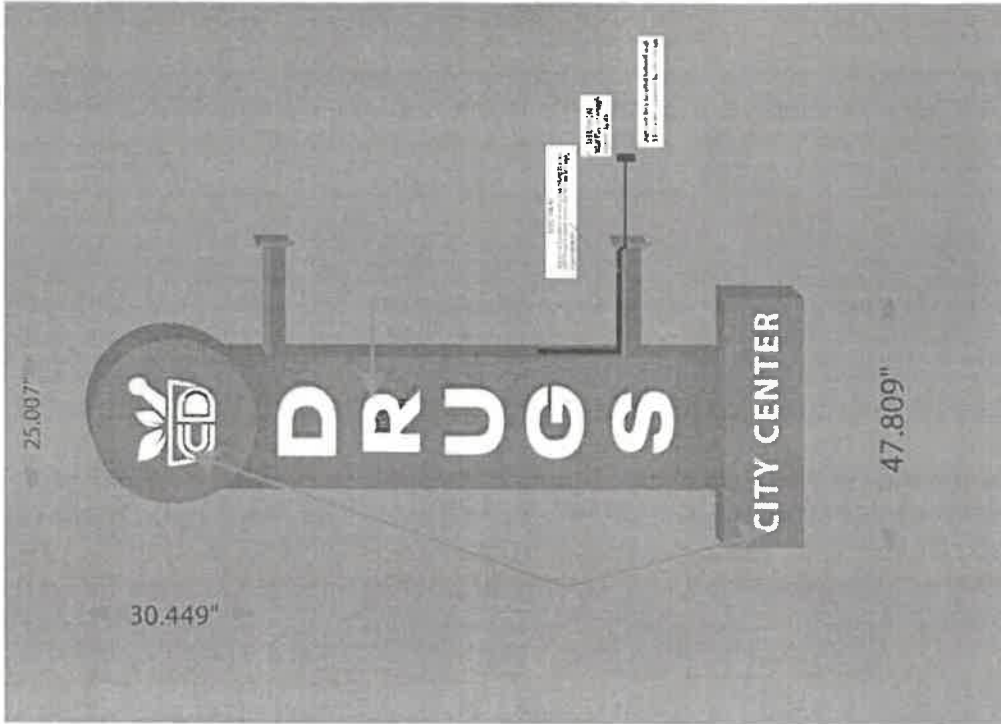
SIGNS/LICENSE DIVISION

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SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Large Blade - Option 2

12' tall

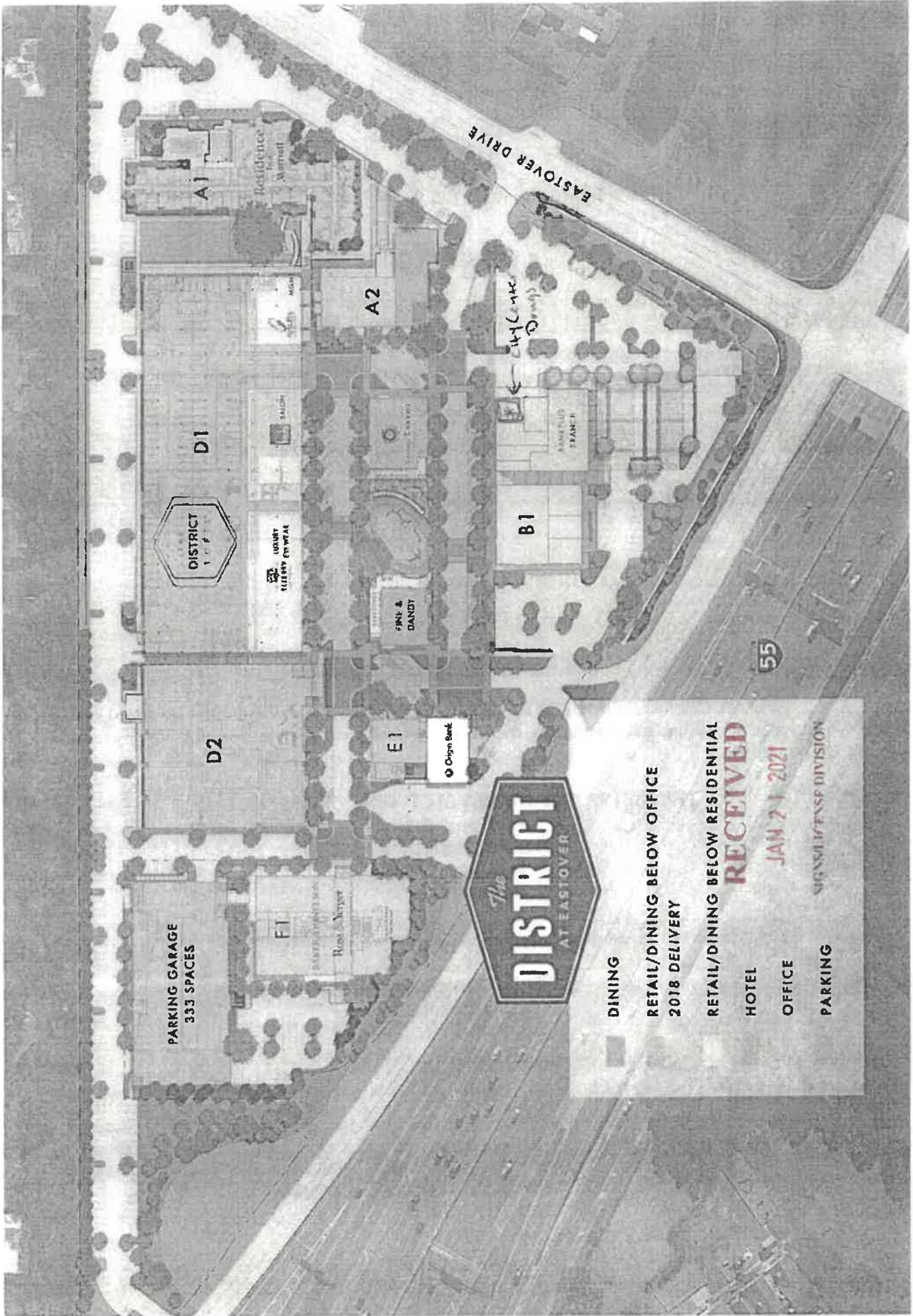
RECEIVED

JAN 21 2021

SIGNSERVICE DIVISION

Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for it's use only.



The
DISTRICT
AT EASTOVER

DINING
 RETAIL/DINING BELOW OFFICE
 2018 DELIVERY
 RETAIL/DINING BELOW RESIDENTIAL
RECEIVED
 JAN 21 2021
 SIGNATURE DIVISION

- DINING**
- RETAIL/DINING BELOW OFFICE**
- 2018 DELIVERY**
- RETAIL/DINING BELOW RESIDENTIAL**
- HOTEL**
- OFFICE**
- PARKING**

Je

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6365

1528009

18
27

PREPARED BY and UPON RECORDING RETURN TO:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attn: Robert C. Hutchison (MSB #9374)
(601) 948-5711

INDEXING INSTRUCTIONS:

Lots 1, 4, 5, 6, 7, 8 and 11 of
The District at Eastover,
Plat Book 41, Page 42, First Judicial
District, Hinds County, Mississippi

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

THE DISTRICT LAND DEVELOPMENT COMPANY, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

does hereby grant, bargain, sell, convey and specially warrant unto

DISTRICT PHASE TWO, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

0796

the real property lying and being situated in the First Judicial District of Hinds County, Mississippi, more particularly described as Lots 1, 4, 5, 6, 7, 8 and 11 of The District at Eastover, a subdivision, the map or plat of which is recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of the First Judicial District of Hinds County at Jackson, Mississippi.

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6366

together with all (i) buildings, structures and improvements located on such real property, (ii) to the extent owned by Grantor, air, mineral and water rights with respect to such real property, (iii) easements benefiting such real property, and (iv) rights and appurtenances, if any, pertaining to such real property, including any right, title and interest in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is made subject to that certain Deed of Trust recorded September 23, 2014 in Book 7167 at Page 3820, as amended by that certain First Amendment to Deed of Trust recorded March 18, 2015 in Book 7174 at Page 2847, and that certain Second Amendment to Deed of Trust recorded November 20, 2015 in Book 7185 at Page 1951 on behalf of Community Trust Bank and now known as Origin Bank.

This Deed is made and accepted expressly subject to the matters set forth in Exhibit A attached hereto and made a part hereof for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

[Signatures follow on next page]

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

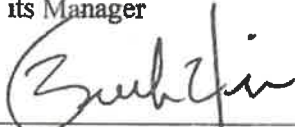
BOOK 7186 PAGE 6367

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 2nd day of December, 2015.

GRANTOR:

The District Land Development Company, LLC,
a Mississippi limited liability company

By: The District Management Co., LLC,
its Manager

By: 
Breck R. Hines, Manager

STATE OF MISSISSIPPI §
COUNTY OF HINDS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2nd day of December, 2015, within my jurisdiction, the within named Breck R. Hines who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of said entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand, at office, this 2nd day of December, 2015.


Notary Public

My Commission Expires:

(SEAL)



RECEIVED

3-5-2016

MISSISSIPPI LICENSE DIVISION

EXHIBIT "A" BOOK 7186 PAGE 6368
Permitted Exceptions

1. Taxes and assessments for the year 2015 and all subsequent years, not yet due and payable.
2. Any mineral or mineral rights leased, granted or retained by current or prior owners.
3. The proceeds of any tax increment financing which includes the Property shall be exclusively for the benefit of the Grantor or its affiliates and designees and not Purchaser.
4. Release of damages contained in Release recorded in Book 346 at Page 349.
5. Release of damages in that certain conveyance by the Mississippi School for the Blind to the State Highway Commission of Mississippi, recorded in Book 1156, Page 290, dated June 26, 1959.
6. Release of damages in that certain conveyance by the State Building Commission of Mississippi to the State Highway Commission of Mississippi, recorded in Book 1176, Page 61, dated September 28, 1959.
7. First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7150 at Page 4810, filed September 11, 2013.
8. First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7163 at Page 274, filed May 20, 2014.
9. Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7171 at Page 4361, filed on December 31, 2014, as re-recorded in Book 7171 at Page 9772, filed March 10, 2015.
10. Third Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7175, Page 7075, filed May 20, 2015.
11. Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7183 at Page 2527, filed October 22, 2015.
12. All matters shown on that certain plat of The District at Eastover recorded December 15, 2014 in Plat Book 41 at Page 42 and Plat Cabinet D, Slots 125 and 126.

28743423v3

STATE OF MISSISSIPPI
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT
2016 MAR 10 PM 3:03
BOOK 7186
PAGE 6365
EDDIE JEAN CARR
CHANCERY CLERK

RECEIVED

12/16/2020

SALES & ASSESSMENT DIVISION

Real Property Billing Roll

Parcel Number 451-8-6 Tax District R93	Tax Year 2020 Mortgage Info 000	<input checked="" type="radio"/> Landroll Detail <input checked="" type="radio"/> Gis Map																																																															
Name DISTRICT PHASE TWO LLC ETAL ATTN: BRECK R HINES 308 E PEARL ST STE 200 JACKSON MS 39201 Location 100 DISTRICT BLVD Legal Description LOT 5 THE DISTRICT AT EASTOVER	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: right;">Values</td> <td></td> </tr> <tr> <td>True</td> <td></td> <td style="text-align: right;">6,402,130</td> </tr> <tr> <td>Assessed</td> <td></td> <td style="text-align: right;">960,320</td> </tr> <tr> <td></td> <td style="text-align: center;">Homestead Exemption</td> <td></td> </tr> <tr> <td>Accounts</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Regular</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Special</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td></td> <td style="text-align: center;">Taxes Due</td> <td></td> </tr> <tr> <td>State/County</td> <td></td> <td style="text-align: right;">39,862.88</td> </tr> <tr> <td>Municipal 1</td> <td></td> <td style="text-align: right;">60,528.97</td> </tr> <tr> <td>Separate School Dist. 101</td> <td></td> <td style="text-align: right;">83,326.97</td> </tr> <tr> <td>MS1 0</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>MS2 0</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Landscape Imp. Dist.</td> <td></td> <td></td> </tr> <tr> <td>Less Homestead Exemption</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>** Total Taxes **</td> <td></td> <td style="text-align: right;">183,718.82</td> </tr> <tr> <td>Total Paid</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Fees</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Tax Amount Now Due</td> <td></td> <td style="text-align: right;">183,718.82</td> </tr> <tr> <td>Total Penalty Due</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Net Amount Due 12/16/2020</td> <td></td> <td style="text-align: right;">183,718.82</td> </tr> </table>			Values		True		6,402,130	Assessed		960,320		Homestead Exemption		Accounts		0	Regular		0	Special		0		Taxes Due		State/County		39,862.88	Municipal 1		60,528.97	Separate School Dist. 101		83,326.97	MS1 0		0.00	MS2 0		0.00	Landscape Imp. Dist.			Less Homestead Exemption		0.00	** Total Taxes **		183,718.82	Total Paid		0.00	Fees		0.00	Tax Amount Now Due		183,718.82	Total Penalty Due		0.00	Net Amount Due 12/16/2020		183,718.82
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[Back](#) [Search](#)

Text
2/19/21
ALL FORMS
C6

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 194 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 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 Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Public Hearing #3
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, City Center Drugs, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that City Center Drugs is hereby (*denied*) a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 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

1/22/2021

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	To erect three building signs totaling 184 square feet increasing the total building signage to 191 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	1200 Eastover Drive (Ward 7)																																													
7. Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. COST	N/A																																													
9. Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

Revised 2-04

Staff Recommendation: Approve


Department of Planning and Development



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: January 22, 2021

RE: Sign Variance

City Center Drugs, located at 1200 Eastover Drive #175, is requesting a variance to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.


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
2/8/21
CWA

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDINGS SIGNS TOTALING 194 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7), legally sufficient for placement in NOVUS Agenda.



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

2/8/21
Date

RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1200 Eastover Dr. #175
Jackson MS 39211

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

signage allowance is smaller than desired
signage on corner building

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: City Center Drugs

Mailing Address: 1200 Eastover Dr. #175

City: Jackson State: MS Zip: 39211

Contact Phone: 601-968-7768 Fax: _____

Email: ch@in-elements.com

RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A + Signs & Creative

Mailing Address: 4147 Northview Dr.

City: Jackson State: MS Zip: 39206

Contact Phone: 601-355-9595 Fax: _____

Email: mfisk@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Ted Duckworth

Mailing Address: 308 E. Pearl St. #200

City: Jackson State: MS Zip: 39201

Email: ted@duckworthreality.com

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

____ Variance(s) \$450.00

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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.

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

1200 Eastover Dr. #175 Jackson, Mississippi

On this the 22nd day of DECEMBER, 2020.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. JACKWORTH

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 22nd

Day of December, 2020.

MY COMMISSION EXPIRES:
05/08/2023

NOTARY PUBLIC

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JAN 21 2021

Letter of Intent

SIGNS/LICENSE DIVISION

December 12, 20~~20~~²⁰

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: MISSISSIPPI

County of: HINDS

Sworn to and subscribed before me this the 22nd day of December ²⁰~~2019~~


Notary Public

Seal _____



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SIGNS/LICENSE DIVISION

To whom it may concern:

The owner of 1250 District Blvd. E. is requesting building mounted signage for the City Center Drugs, a new drug store opening in The District at Eastover. There are multiple facades of the storefront therefore we are proposing multiple signs.


City Center Drugs is located in a CMU-1 zoning district. The allowed square footage for this zoned property is 15 sq. ft, which would result in a sign measuring approximately 3' x 5'. This size would look abnormally small for the storefront. The size restrictions pose challenges for the fabrication process as well. We are proposing signage for the two main elevations along with a one blade sign in order to advertise to potential customers on the surrounding thoroughfares, as previously seen at The Sophomore Spanish Club, Cultivation Food Hall and Fine and Dandy.

For fabrication and aesthetic purposes, we are requesting two main signs and one blade sign. The property owner is proposing multiple signs considering the scale of the storefront. Our signage proposal will meet the property owner's request for channel letters, and it will make the façade of the storefront more aesthetically pleasing.

Our suggestion is consistent with the existing signage at The District at Eastover that has already been approved by The City of Jackson.

Thank you for your consideration and time.

Ted Duckworth 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 12.22.2020

Department of Planning and Development



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

January 22, 2021

Ted Duckworth
308 E. Pearl Street
Jackson,, MS 39201

Re: City Center Drugs Sign Variance Application

Dear Mr. Duckworth:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of City Center Drugs located at 1200 Eastover Drive #175.

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 City Center Drugs is requesting to erect three building signs totaling 184 square feet increasing the total building signage to 191 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



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JAN 21 2021

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>A + Signs & Creative</u>		Business Name <u>City Center Drugs</u>	
Address <u>4147 A Northview Dr</u>		Business Address <u>1200 Eastover Dr #175</u>	
City <u>JACKSON</u> State <u>MS</u> Zip <u>39206</u>		Owner's Name <u>Edgar Marshall</u>	
Phone <u>601-355-9595</u>		Phone <u>601-960-7760</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>33725</u>			
GROUND-MOUNTED:	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height _____	Height <u>3.75' (both signs)</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <u>18.4' (both signs)</u>	UL# _____	
Length _____	Square Footage <u>69ft² (both signs)</u>	Sign Material Type: _____	
Square Footage _____	Wall Area <u>East - 433ft²</u>	internally lighted	
Wind Pressure _____	<u>South - 240ft²</u>	channel letters	
Billboard <input type="checkbox"/>		<u>Q2 identical sets of letters</u>	
WORDING ON SIGN(S):		ZONING CLASS: <u>CMU-1</u>	
<u>"City Center Drugs" & mortar & pestle graphic - logo</u>		Date Inspected: _____	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>		APPROVED <input type="checkbox"/>	
		DISAPPROVED <input type="checkbox"/>	

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

[Signature]

Applicant's Signature

12/23/20

Date

Sign and License Division Manager



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JAN 21 2021

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>A + Signs & Creative</u>		Business Name <u>City Center Drugs</u>	
Address <u>4177 Northview Dr.</u>		Business Address <u>1200 Eastover Dr. #175</u>	
City <u>Jackson</u> State <u>MS</u> Zip <u>39206</u>		Owner's Name <u>Edgar Marshall</u>	
Phone <u>601-355-9595</u>		Phone <u>601-960-7748</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>33725</u>			
GROUND-MOUNTED:	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height _____	Height <u>144"</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <u>47"</u>	UL# _____	
Length _____	Square Footage <u>4647</u>	Sign Material Type: _____	
Square Footage _____	Wall Area <u>East - 433ft.</u>	New face on existing aluminum	
Wind Pressure _____	<u>South 240ft.</u>	blade sign w/ lighted	
Billboard <input type="checkbox"/>		channel letters	
WORDING ON SIGN(S):		ZONING CLASS: <u>CMU-1</u>	
<u>"DRUGS" & "City Center"</u>		Date Inspected: _____	
<u>marker & pestle logo at top</u>		APPROVED <input type="checkbox"/>	
		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

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

Edgar Marshall

12/23/20

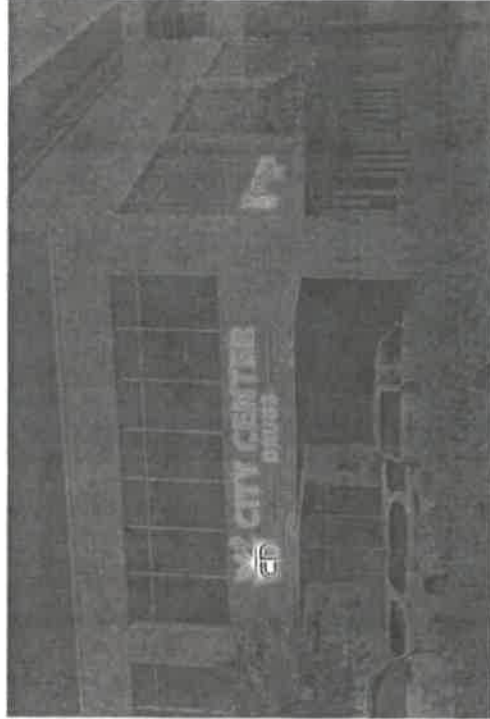
Applicant's Signature

Date

Sign and License Division Manager



SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Channel letters

Internally lit channel letters

Painted white with blue returns to match client specs

Approx 18.4' wide x 3.75' tall

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12/3/20

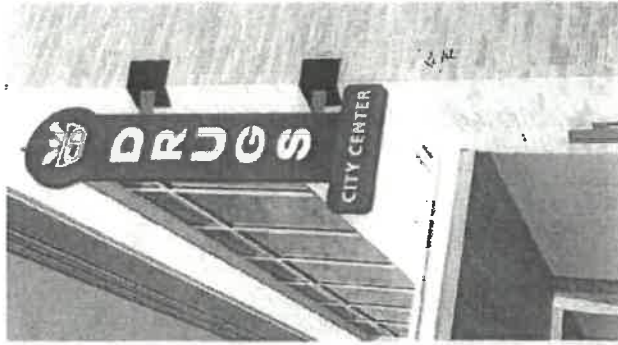
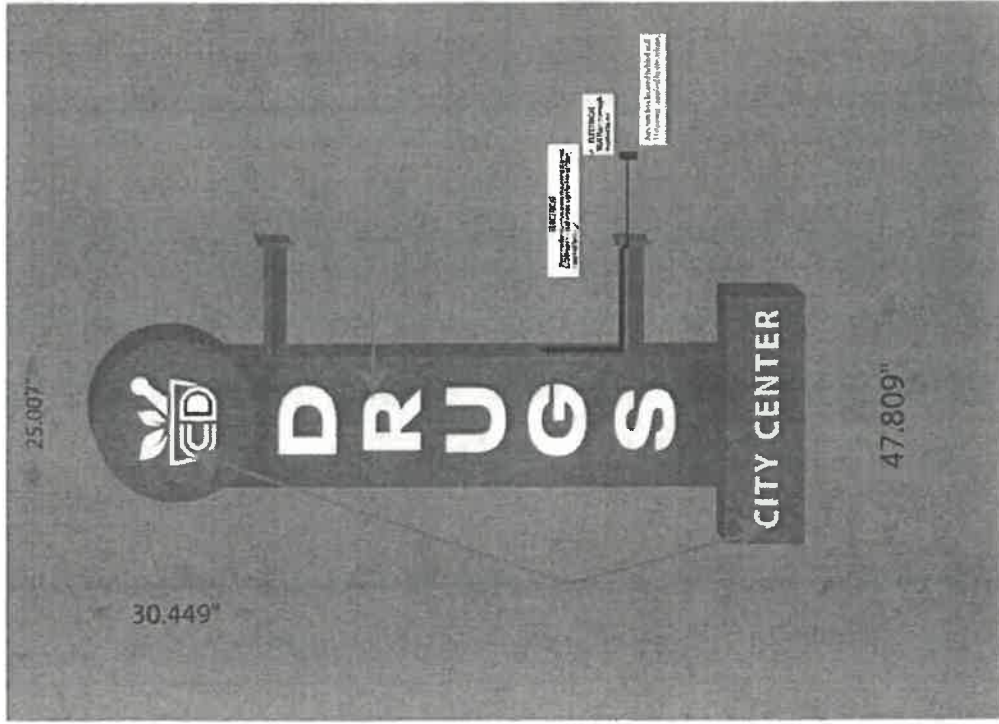
SIGNS/LICENSE DIVISION

Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for its use only.



SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Large Blade - Option 2

12' tall

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JAN - 5 2021

SIGNLICENSE DIVISION

Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

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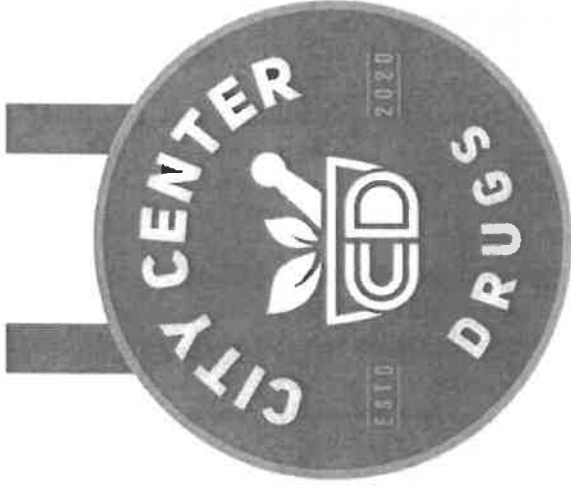
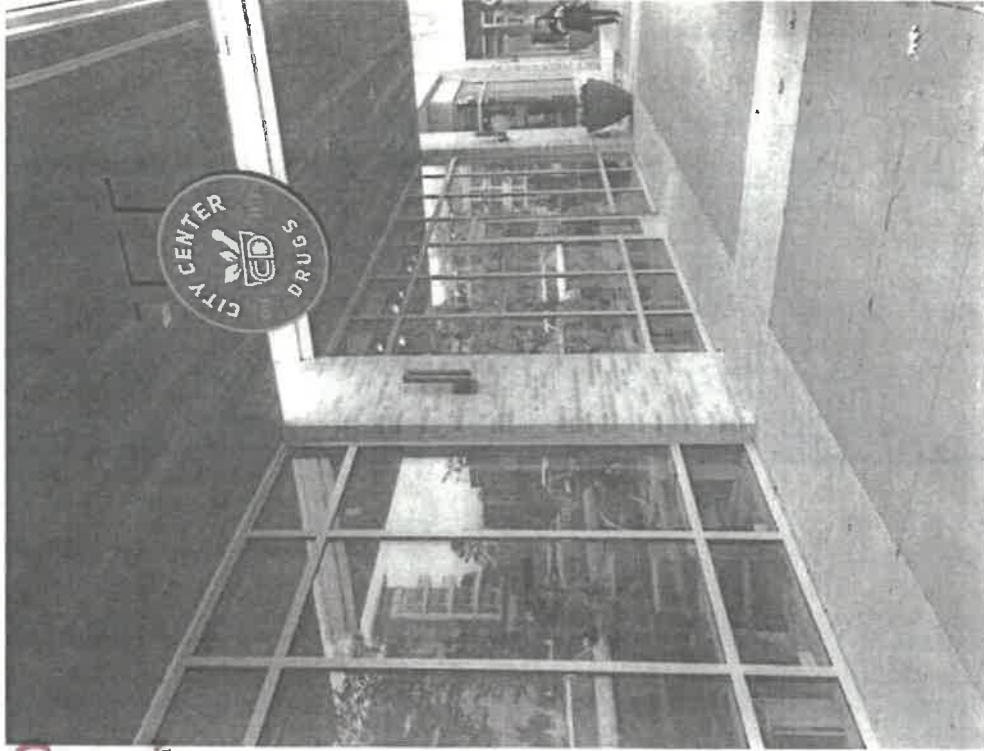


SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20

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JAN - 5 2021

REVENUE DIVISION



Circular Blade

32" diameter

1.5" thick double sided HDU

vinyl color mated to client specs on face

Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this needs approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

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SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20

RECEIVED
JAN - 5 2021
SIGNS/LICENSE DIVISION



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JAN - 5 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6365

1528009

PREPARED BY and UPON RECORDING RETURN TO:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attn: Robert C. Hutchison (MSB #9374)
(601) 948-5711

INDEXING INSTRUCTIONS:

Lots 1, 4, 5, 6, 7, 8 and 11 of
The District at Eastover,
Plat Book 41, Page 42, First Judicial
District, Hinds County, Mississippi

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

THE DISTRICT LAND DEVELOPMENT COMPANY, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

does hereby grant, bargain, sell, convey and specially warrant unto

DISTRICT PHASE TWO, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

the real property lying and being situated in the First Judicial District of Hinds County, Mississippi, more particularly described as Lots 1, 4, 5, 6, 7, 8 and 11 of The District at Eastover, a subdivision, the map or plat of which is recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of the First Judicial District of Hinds County at Jackson, Mississippi.

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JAN 6 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6366

together with all (i) buildings, structures and improvements located on such real property, (ii) to the extent owned by Grantor, air, mineral and water rights with respect to such real property, (iii) easements benefiting such real property, and (iv) rights and appurtenances, if any, pertaining to such real property, including any right, title and interest in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is made subject to that certain Deed of Trust recorded September 23, 2014 in Book 7167 at Page 3820, as amended by that certain First Amendment to Deed of Trust recorded March 18, 2015 in Book 7174 at Page 2847, and that certain Second Amendment to Deed of Trust recorded November 20, 2015 in Book 7185 at Page 1951 on behalf of Community Trust Bank and now known as Origin Bank.

This Deed is made and accepted expressly subject to the matters set forth in Exhibit A attached hereto and made a part hereof for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

[Signatures follow on next page]

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JAN - 5 2021

SIGNS/LICENSE DIVISION

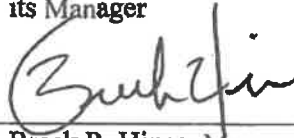
BOOK 7186 PAGE 6367

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 2nd day of December, 2015.

GRANTOR:

The District Land Development Company, LLC,
a Mississippi limited liability company

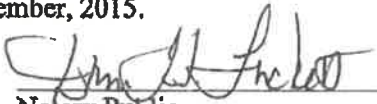
By: The District Management Co., LLC,
its Manager

By: 
Breck R. Hines, Manager

STATE OF MISSISSIPPI §
COUNTY OF HINDS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2nd day of December, 2015, within my jurisdiction, the within named Breck R. Hines who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of said entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand, at office, this 2nd day of December, 2015.


Notary Public

My Commission Expires:

(SEAL)



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MAR - 5 2016

MISSISSIPPI LICENSE DIVISION

EXHIBIT "A" BOOK 7186 PAGE 6368
Permitted Exceptions

1. Taxes and assessments for the year 2015 and all subsequent years, not yet due and payable.
2. Any mineral or mineral rights leased, granted or retained by current or prior owners.
3. The proceeds of any tax increment financing which includes the Property shall be exclusively for the benefit of the Grantor or its affiliates and designees and not Purchaser.
4. Release of damages contained in Release recorded in Book 346 at Page 349.
5. Release of damages in that certain conveyance by the Mississippi School for the Blind to the State Highway Commission of Mississippi, recorded in Book 1156, Page 290, dated June 26, 1959.
6. Release of damages in that certain conveyance by the State Building Commission of Mississippi to the State Highway Commission of Mississippi, recorded in Book 1176, Page 61, dated September 28, 1959.
7. First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7150 at Page 4810, filed September 11, 2013.
8. First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7163 at Page 274, filed May 20, 2014.
9. Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7171 at Page 4361, filed on December 31, 2014, as re-recorded in Book 7171 at Page 9772, filed March 10, 2015.
10. Third Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7175, Page 7075, filed May 20, 2015.
11. Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7183 at Page 2527, filed October 22, 2015.
12. All matters shown on that certain plat of The District at Eastover recorded December 15, 2014 in Plat Book 41 at Page 42 and Plat Cabinet D, Slots 125 and 126.

28743423v3

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT
2016 MAR 10 PM 3:03
BOOK 7186
PAGE 6365
EDDIE JEAN CARR
CHANCERY CLERK

Real Property Billing Roll

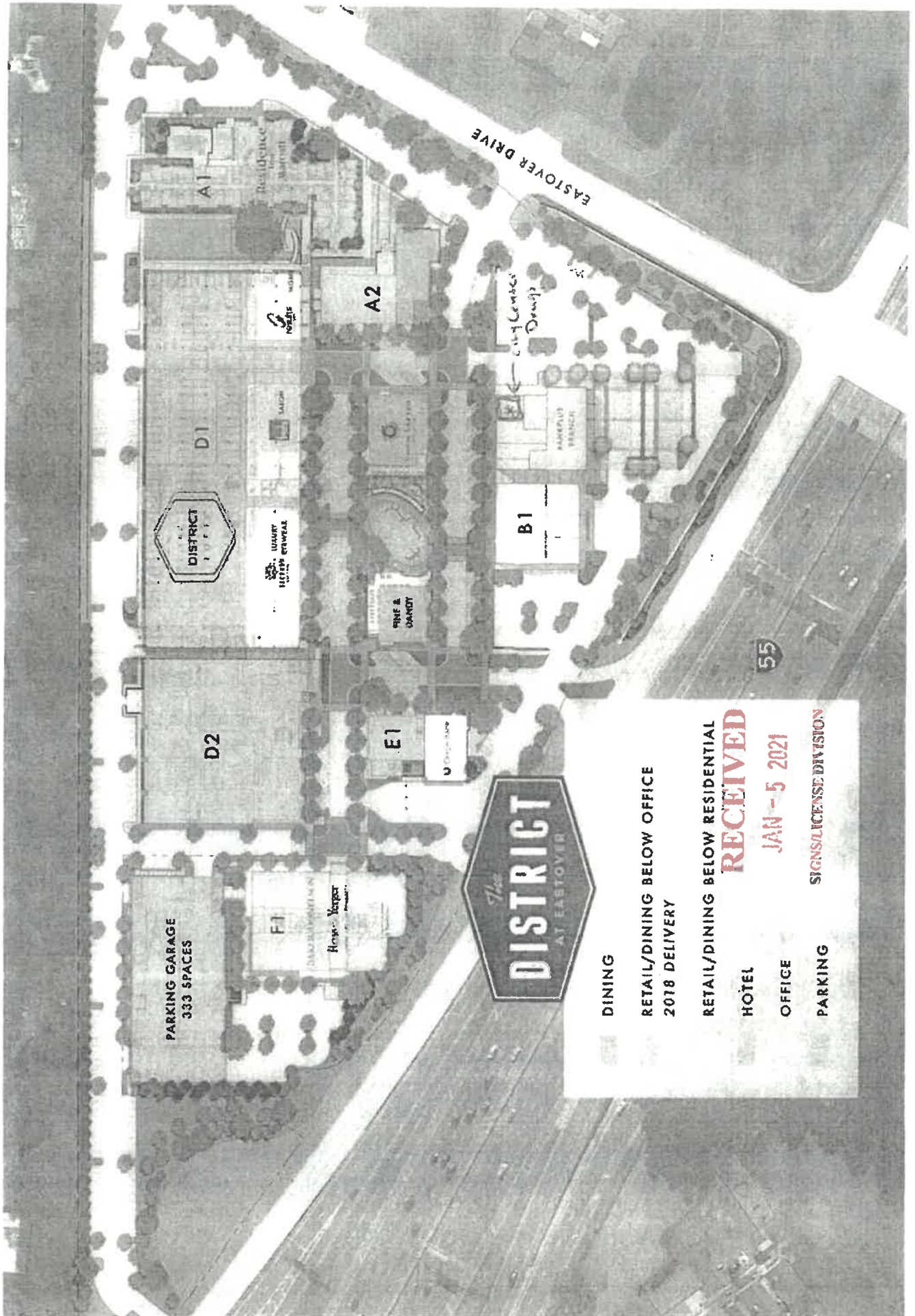
Parcel Number 451-8-6 Tax District R93	Tax Year 2020 Mortgage Info 000	<input type="radio"/> Landroll Detail <input checked="" type="radio"/> Gls Map
Name DISTRICT PHASE TWO LLC ETAL ATTN: BRECK R HINES 308 E PEARL ST STE 200 JACKSON MS 39201 Location 100 DISTRICT BLVD Legal Description LOT 5 THE DISTRICT AT EASTOVER	Values True 6,402,130 Assessed 960,320 Homestead Exemption Accounts 0 Regular 0 Special 0 Taxes Due State/County 39,862.88 Municipal 1 60,528.97 Separate School Dist. 101 83,326.97 MS1 0 0.00 MS2 0 0.00 Landscape Imp. Dist. Less Homestead Exemption 0.00 ** Total Taxes ** 183,718.82 Total Paid 0.00 Fees 0.00 Tax Amount Now Due 183,718.82 Total Penalty Due 0.00 Net Amount Due 12/16/2020 183,718.82	
Acreage Info. Cultivated Acres 0.00 Uncultivated Acres 0.00		
Payments Date Amount Int./Fees Amount Due Over \$10,000.00 Can Not Be Paid Online		

[Back](#) [Search](#)

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JAN - 5 2021

SIGNS/LICENSE DIVISION



PARKING GARAGE
333 SPACES

D2

DISTRICT

D1

E1

PINE &
HANDY

A2

A1

residence
The Marriott

The
DISTRICT
AT EASTOVER

EASTOVER DRIVE

55

DINING

RETAIL/DINING BELOW OFFICE
2018 DELIVERY

RETAIL/DINING BELOW RESIDENTIAL

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HOTEL

JAN - 5 2021

OFFICE

PARKING

SIGN LICENSE DIVISION

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR BKD CPAS AND ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)

OFFICE OF THE CITY ATTORNEY
C.A.

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

Public Hearing #4
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, BKD CPAs & Advisors, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that BKD CPAs & Advisors is hereby (*approved*) a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 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

1/19/21
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	To erect an additional 13 square foot building sign bringing the total building signage to 26 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	1400 Meadowbrook Rd. (Ward 7)																																													
7.	Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8.	COST	N/A																																													
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							

Revised 2-04

Staff Recommendation: Approve

Department of Planning and Development



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

MEMORANDUM

TO: *JCH* Mayor Chokwe Antar Lumumba
FROM: Jordan Hillman, Director
Department of Planning & Development
DATE: January 19, 2021
RE: Sign Variance

BKD CPAs & Advisors, located at 1400 Meadowbrook Road, is requesting a variance to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

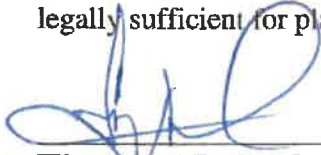
Office of the City Attorney


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
V. H. HAYES

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR BKD CPAS AND DD ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 SQUARE FEET WITH A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7) is legally sufficient for placement in NOVUS Agenda.



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



Date

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

Paid \$450.00 ck 4097
1-28-21 *ke*

FOR OFFICE USE ONLY

CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1400 Meadowbrook Rd
Jackson, MS 39211

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

To provide tenants w/ a secondary sign facing the interstate to increase visibility and match design of other nearby businesses w/ free sign

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? OMU 1
If yes, please attach copies of agency findings and decisions

VI. APPLICANT'S INFORMATION:

Name: BKD CPAs + Advisors

Mailing Address: 1400 Meadowbrook Road

City: Jackson State: MS Zip: 39211

Contact Phone: 601 368 1100 Fax:

Email: hys@bkdcpa.com

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JAN - 5 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A+ Signs & Creative
Mailing Address: 4147 A Northview Dr
City: Jackson State: MS zip: 39206
Contact Phone: (601) 355-4595 Fax:
Email: jwebb@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Park Central LLC, Park Central II LLC
Mailing Address: 361 Township Ave. Suite 200
City: Rideland State: MS zip: 39157
Email: biggestbit@keneth.com

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

Variance(s)	\$450.00
-------------	----------

RECEIVED

JAN - 5 2021

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.

Bryan G. Nestit, co-agent for Park Contract II, LLC

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

1400 Meadowbrook Rd Jackson, Mississippi

On this the 15th day of December 2020

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named

Bryan G. Nestit

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 15
Day of December 2020

MY COMMISSION EXPIRES
4/19/24

Jeanee Glover
NOTARY PUBLIC



RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

Letter of Intent

12/15/20

City of Jackson, Mississippi
Department of Planning and Development
Sign and License Division
260 South President Street
PO Box 17
Jackson, MS 39201-4017

State of *MS*

County of *Madison*

Sworn to and subscribed before me this the *15* day of *December* ~~11th~~ *2020*

Jeanne Glover
Notary Public

exp 4/19/24

Seal



RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

Howellittmar Company


The owner of 1400 Meadowbrook Rd is requesting an additional sign to be added to the West elevation of the building for their tenant, BKD CPA's and Advisors. There are multiple other signs on the building with the south elevation already being permitted for a sign.

1400 Meadowbrook Rd is located in a CMDF zoning district. The allowance for signage in this zoning district is one sign at 15 square feet. While the sizing is appropriate for the proposed signage, we would like to add a second sign to the building. The building faces two large thoroughfares including Interstate 55 and Meadowbrook Rd and the building would like to be visible to both of these roadways. The proposed signage will be the same as the signage already permitted for the South Elevation.

The signage we are proposing will be aesthetically pleasing and consistent with the signage already approved by the City of Jackson in this area.

Thank you for your consideration and time.

Bryan Nesbit, of Park Central LLC and Park Central II LLC hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.



Date

12/15/20

Department of Planning and Development



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

January 19, 2021

Park Central LLC & Park Central II LLC
Bryon G. Nesbit
361 Township Ave., Suite 200
Ridgeland, MS 39157

Re: BKD CPA's & Advisors Sign Variance Application

Dear Mr. Nesbit:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of BKD CPA's & Advisors located at 1400 Meadowbrook 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 BKD CPA's & Advisors is requesting to erect an additional 13 square foot building sign bringing the total building signage to 26 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

**CITY OF JACKSON
ZONING DIVISION**



Date 1/7/2021

Zone C-1

Approved By [Signature]

Note _____

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>At Signs + Creative</u>		Business Name <u>BKD CPAs + Advisors</u>	
Address <u>4147-A Northview Dr</u>		Business Address <u>1400 Meadowbrook Rd</u>	
City <u>Jackson</u> State <u>MS</u> Zip <u>39206</u>		Owner's Name <u>Bryan Nesbit / Park Central</u>	
Phone <u>601-355-9595</u>		Phone <u>601-368-9950</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # <u>Applied for</u>	
City of Jackson Privilege License # <u>33725</u>			
GROUND-MOUNTED:	BUILDING-MOUNTED	TYPE OF LIGHTING:	
Overall Height _____	Height <u>22" west elev</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <u>86'2" west elev</u>	LED <input type="checkbox"/>	
Length _____	Square Footage <u>13 sq ft</u>	Sign Material Type <u>aluminum</u>	
Square Footage _____	Wall Area <u>5500 sq ft west elev</u>	<u>latex paint, LEDs</u>	
Wind Pressure _____			
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: <u>CMU-1</u>	
<u>BKD CPAs + Advisors</u>		Date Inspected _____	
		APPROVED <input type="checkbox"/>	
		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/>	Flat Drawings <input type="checkbox"/>	Sign Drawings <input checked="" type="checkbox"/>	

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

[Signature]
Applicant's Signature

12/15/20
Date

Sign and License Division Manager



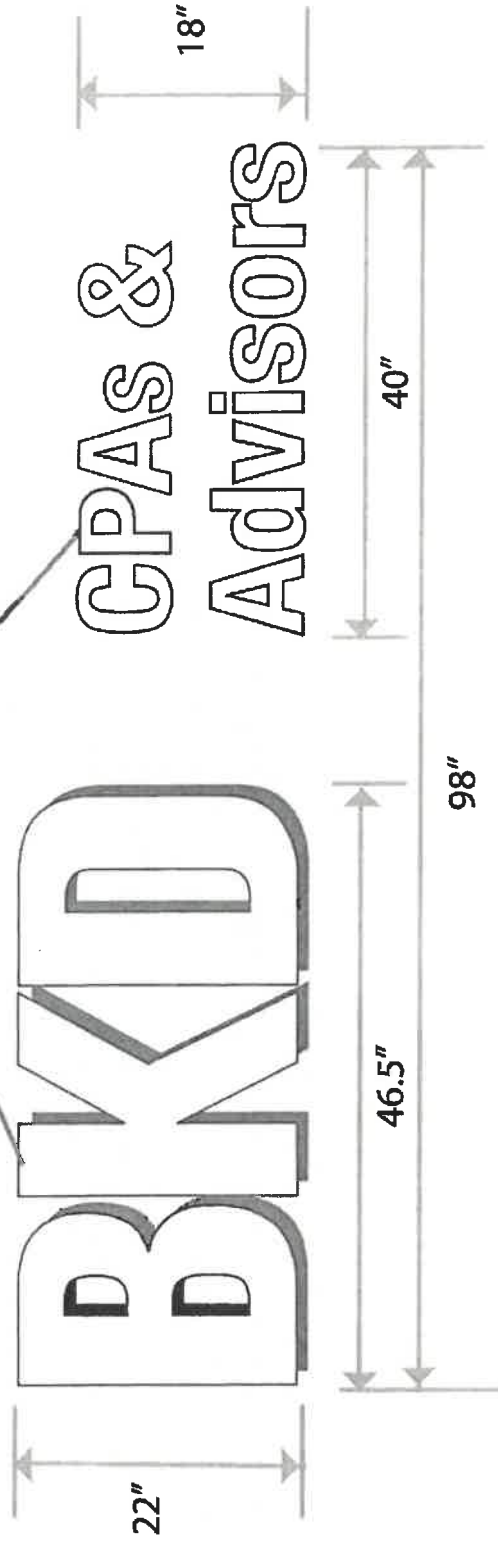
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15h-20

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

Face lighted channel letters.
ivory acrylic faces, 5" deep returns painted
duranodic bronze, internally lighted with LED's



Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for it's use only.



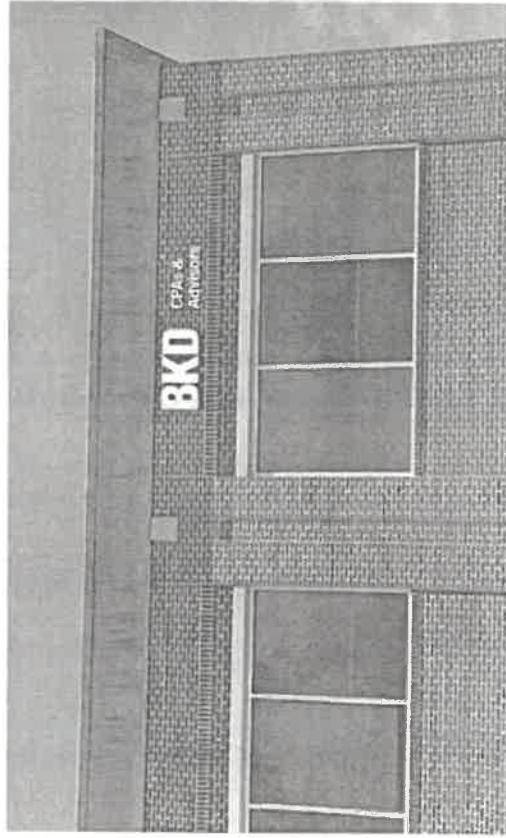
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15-20

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

West Elevation



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This design is property of A Plus Signs & Creative and for it's use only.

Landroll Detail

Parcel Number		Map Reference Number	
452-3		538.00 1 148.00	
Subdivision No.		Homestead Exemption Account Numbers	
STR			
Assessed Owner		Assessed Values	
PARK CENTRAL II LLC		Land Value	29,795
4266 I 55 NORTH SUITE 106		Improvement Value	422,832
JACKSON MS 39211		Total	452,627
Location		Appraised Values	
1400 MEADOWBROOK RD		Land Value	198,630
Legal Description		Improvement Value	2,818,880
102 FT N/S RD X 212.5 FT N & SF OF		Total	3,017,510
ARMSTRONG MID PT S END SF 1/4 NW 1/4 SEC 24		Building Info	
T6 R1E		Type	OFF
Acreage Info.		Base Area	18,480
Cultivated Acres	0.00	Adjusted Area	57,227
Uncultivated Acres	0.00	Year Built	2005
		Deed Info	
		Book & Page	6378-0446
		Date	10/31/2005

[Back](#) [Search](#)

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JAN - 5 2021

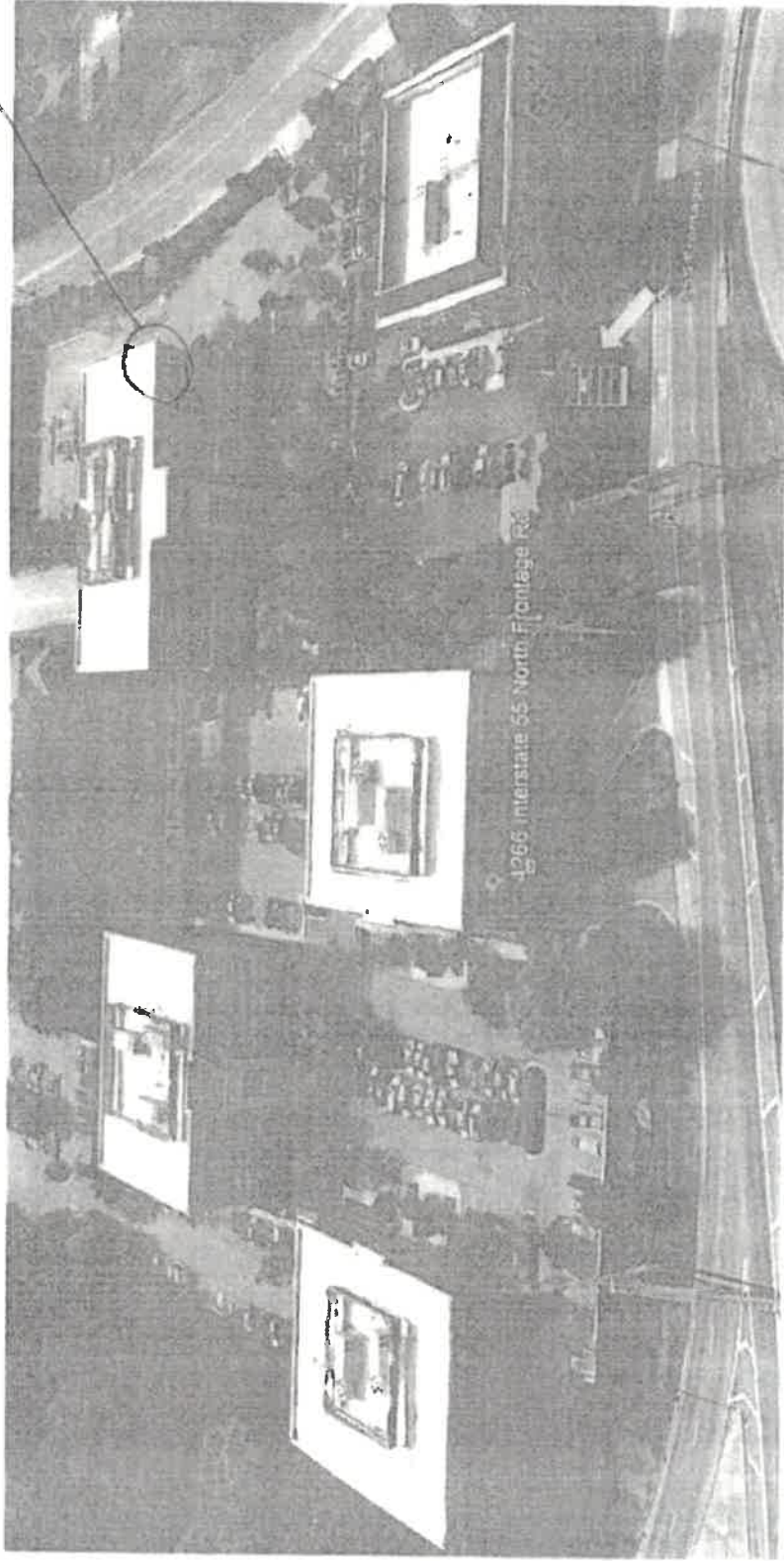
SIGNS/LICENSE DIVISION

RECEIVED

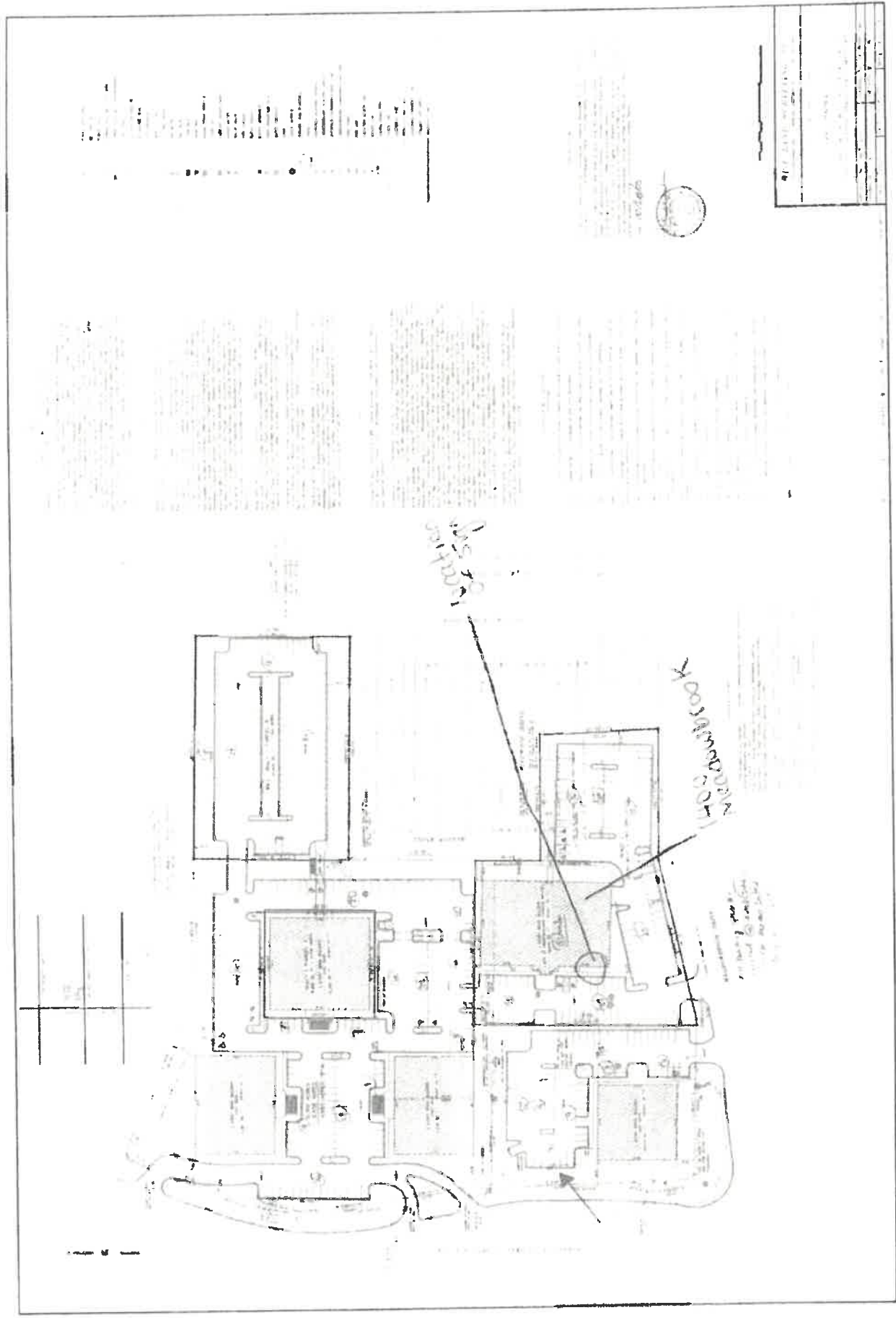
JAN - 5 2021

SIGNS/LICENSE DIVISION

*Location
of sign*



RECEIVED
JAN - 5 2021
SIGNS/LICENSE DIVISION



ca

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR BKD CPAS AND ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 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

Public Hearing #5
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, BKD CPAs & Advisors, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that BKD CPAs & Advisors is hereby (*denied*) a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 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

1/19/21
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	To erect an additional 13 square foot building sign bringing the total building signage to 26 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	1400 Meadowbrook Rd. (Ward 7)																																													
7. Action implemented by: • City Department <input checked="" type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. COST	N/A																																													
9. Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

Revised 2-04

Staff Recommendation: Approve


Department of Planning and Development



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: January 19, 2021

RE: Sign Variance

BKD CPAs & Advisors, located at 1400 Meadowbrook Road, is requesting a variance to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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
cc

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR BKD CPAS AND DD ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 SQUARE FEET WITH A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

1/21/21

Date

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1400 Meadowbrook Rd
Jackson, MS 39211

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

To provide tenants w/ a secondary sign facing the interstate to increase visibility and match design of other nearby buildings w/ two sign

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: BKD CPA's + Advisors

Mailing Address: 1400 Meadowbrook Road

City: Jackson State: MS Zip: 39211

Contact Phone: 601 368 9950 Fax:

Email: bygestbit@keriath.com

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A+ Signs + Creative
Mailing Address: 4147 A Northview Dr
City: Jackson State: MS Zip: 39206
Contact Phone: 601-355-9595 Fax: _____
Email: jwebb@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Park Central LLC + Park Central II LLC
Mailing Address: 361 Township Ave, Suite 200
City: Ridgeland State: MS Zip: 39157
Email: bgoesbit@kerioth.com

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

... Variance(s) \$450.00

RECEIVED

JAN - 5 2021

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.

Bryan G. Nesbit, as agent for Park Central II, LLC

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

1400 Meadowbrook Rd Jackson, Mississippi

On this the 15th day of December, 2020.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

Bryan G. Nesbit

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 15

Day of December, 2020.

MY COMMISSION EXPIRES

4-19-24

Jeanee Glover
NOTARY PUBLIC



RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

Letter of Intent

12/15/20

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 *MS*

County of *Madison*

Sworn to and subscribed before me this the *15* day of *December* ~~2019~~ *2020*

Jeanee Glover
Notary Public

exp. 4/19/24

Seal



RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

To whom it may concern

The owner of 1400 Meadowbrook Rd. is requesting an additional sign to be added to the West elevation of the building for their tenant, BKD CPA's and Advisors. There are multiple facades of the building, with the south elevation already being permitted for a sign

1400 Meadowbrook Rd. is located in a CMU-1 zoning district. The allowance for signage in this zoning district is one sign at 15 square feet. While the sizing is appropriate for the proposed signage, we would like to add a second sign to the building. The building faces two large thoroughfares, including Interstate 55 and Meadowbrook Rd. and the client would like to be visible to both of these roadways. The proposed signage we are requesting will match the signage permitted for the South Elevation.

The signage we are proposing will be aesthetically pleasing and consistent with the signage already approved by The City of Jackson in this area

Thank you for your consideration and time.

Bryan Nesbit, of Park Central I.L.C and Park Central II L.L.C hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.



Date

12/15/20

Department of Planning and Development



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

January 19, 2021

Park Central LLC & Park Central II LLC
Bryon G. Nesbit
361 Township Ave., Suite 200
Ridgeland, MS 39157

Re: BKD CPA's & Advisors Sign Variance Application

Dear Mr. Nesbit:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of BKD CPA's & Advisors located at 1400 Meadowbrook 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.

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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,

A handwritten signature in cursive script that reads "Terry Coleman".

Terry Coleman, Manager
Signs & License Division



CITY OF JACKSON ZONING DIVISION

RECEIVED

JAN - 5 2021

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 1/7/2021

Zone C-1

Approved By [Signature]

Note

DATE RECEIVED IN OFFICE:

Form with sections: CONTRACTOR/ERECTOR, LOCATION/ADDRESS OF SIGN, GROUND-MOUNTED, BUILDING-MOUNTED, TYPE OF LIGHTING, WORDING ON SIGN(S), ZONING CLASS, Date Inspected, APPROVED, DISAPPROVED, Temporary Banner, Plot Drawings, Sign Drawings.

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



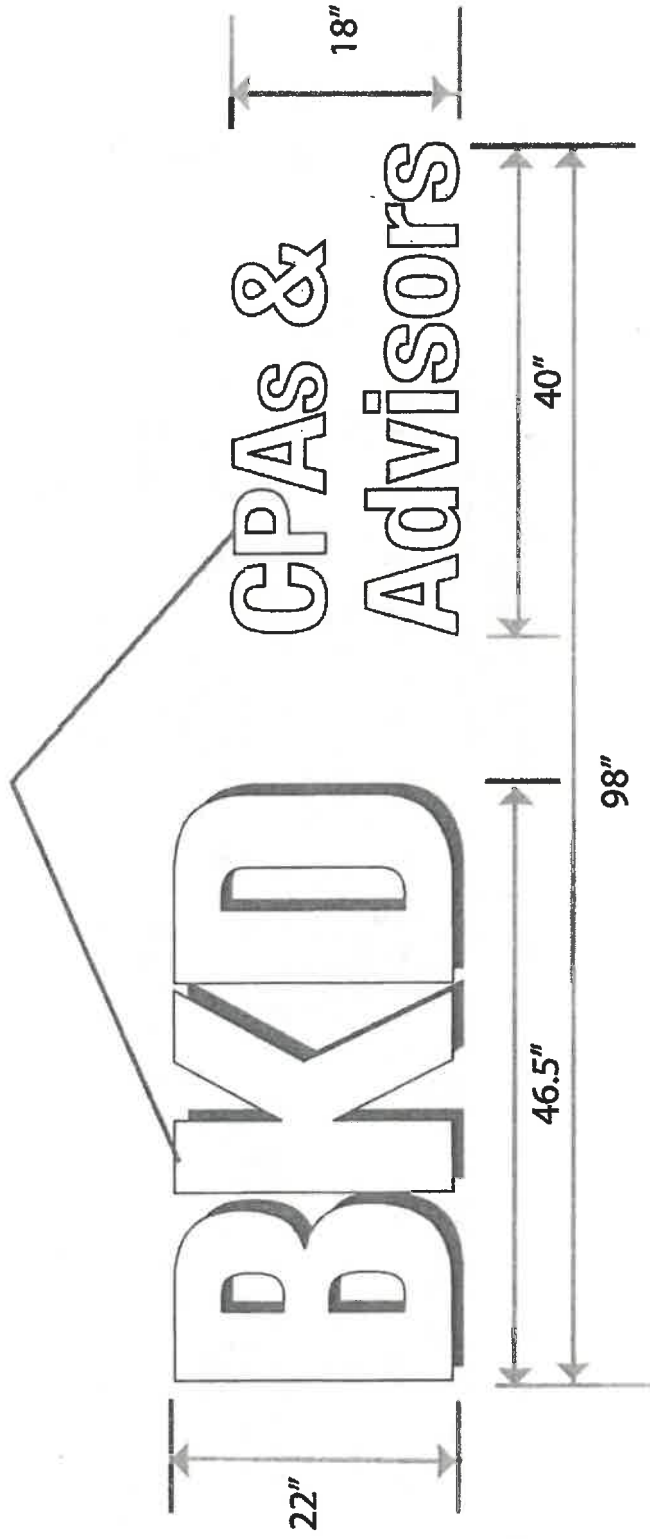
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15h-20

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SIGNLICENSE DIVISION

Face lighted channel letters.
ivory acrylic faces, 5" deep returns painted
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Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this means approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for it's use only.



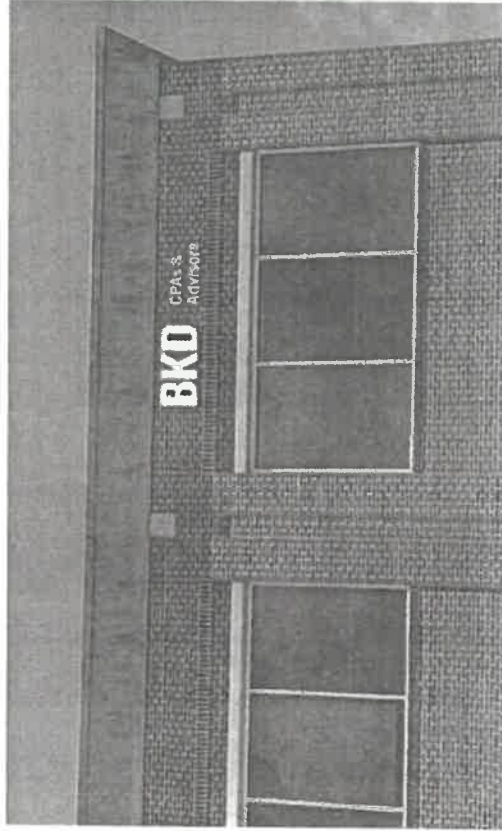
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15-20

RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

West Elevation



Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for its use only.

Landroll Detail

Parcel Number		Map Reference Number	
452-3		538.00 1 148.00	
Subdivision No.		Homestead Exemption Account Numbers	
STR			
Assessed Owner		Assessed Values	
PARK CENTRAL II LLC		Land Value	29,795
4266 I 55 NORTH SUITE 106		Improvement Value	422,832
JACKSON MS 39211		Total	452,627
Location		Appraised Values	
1400 MEADOWBROOK RD		Land Value	198,630
Legal Description		Improvement Value	2,818,880
102 FT N/S RD X 212.5 FT N & SE OF		Total	3,017,510
ARMSTRONG MID PT S END SE 1/4 NW 1/4 SEC 24		Building Info.	
T6 R1E		Type	OFF
Acreage Info.		Base Area	18,480
Cultivated Acres	0.00	Adjusted Area	57,227
Uncultivated Acres	0.00	Year Built	2005
		Deed Info.	
		Book & Page	6378-0446
		Date	10/31/2005

[Back](#) [Search](#)

RECEIVED

JAN - 5 2021

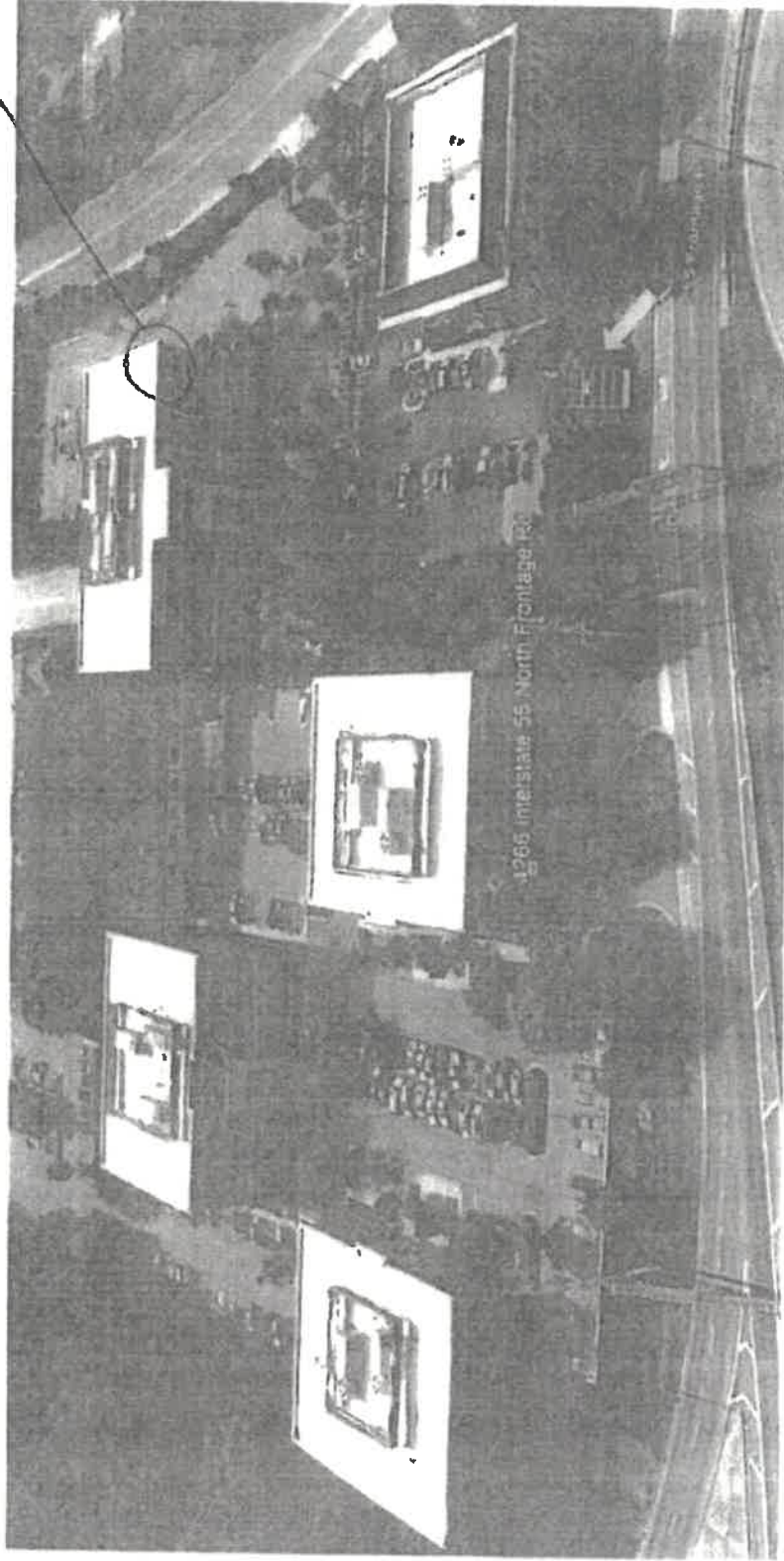
SIGNS/LICENSE DIVISION

RECEIVED

JAN - 5 2021

SIGN/LICENSE DIVISION

location
of sign



RECEIVED

JAN - 5 2021

SIGNS/LICENSE DIVISION

Architectural floor plan showing various rooms and corridors. Handwritten notes include "Pass 3001" and "KORPORACIJA". A note at the bottom right reads: "KORPORACIJA: All Back-up of the... (unreadable) ...".

SECTION 1

SECTION 2

SECTION 3

SECTION 4

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SECTION 7

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SECTION 9

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SECTION 93

SECTION 94

SECTION 95

SECTION 96

SECTION 97

SECTION 98

SECTION 99

SECTION 100

WISE LAND SURVEYING, INC.

10000 WISE ROAD, SUITE 100, WISCONSIN, WI 53090

TEL: 262-771-1111 FAX: 262-771-1112

WWW.WISELANDSURVEYING.COM

DATE: 1/5/21

PROJECT: 1001

SCALE: 1/8" = 1'-0"

DATE: 1/5/21

PROJECT: 1001

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 9, 2021 FOR THE FOLLOWING CASES:

- | | | | | | |
|------------------|------------------|------------------|------------------|------------------|------------------|
| 2020-1569 | 2020-1572 | 2020-1573 | 2021-1000 | 2021-1001 | 2021-1002 |
| 2021-1013 | 2021-1014 | 2021-1015 | 2021-1016 | | |

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

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

WHEREAS, hearings were held on February 9, 2021; and

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

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

- 1) **Case #2020-1569: Parcel #124-19** located at **126 VALLEY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 2) **Case #2020-1572 Parcel #119-503** located at **309 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Consent Agenda Item #7
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

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

- 3) **Case #2020-1573: Parcel #105-196** located at **1075 MADERIA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 4) **Case #2021-1000: Parcel #630-301** located at **2758 PINEDALE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 5) **Case #2021-1001: Parcel #630-315** located at **2719 PINEDALE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 6) **Case #2021-1002: Parcel #626-118-1** located at **BUILDING EAST OF 137 SYKES ROAD (CASA GRANDE BUILDING G)**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 7) **Case #2021-1013: Parcel #409-856-38** located at **2606 UTAH STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 8) **Case #2021-1014: Parcel #409-855-40** located at **2643 UTAH STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 4

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

- 9) **Case #2021-1015: Parcel #409-840** located at **2212 UTAH STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 4

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

- 10) **Case #2021-1016: Parcel #425-11** located at **1003 WEST NORTHSIDE DRIVE**: After hearing testimony from owner(s) **JOHNNY LOFTON**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded twenty-eight (28) days to cure expiring March 9, 2021. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 02/09/2021
DATE

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

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jordan Hillman
Director, Planning and Development

From : Community Improvement
Planning and Development

DATE: February 9, 2021

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney


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


OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS ELD FEBRUARY 9, 2021 FOR THE FOLLOWING CASES:

2020-1569	2020-1572	2020-1573	2021-1000	2021-1001	2021-1002
2021-1013	2021-1014	2021-1015	2021-1016		

is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
Chandra Gayten, *Deputy City Attorney* 



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1421 – 1634 WOODY DRIVE – \$5000.00 – WARD 6

WHEREAS, on September 1, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 30, 2018 for Case 2018-1421 located in Ward 6 of the City of Jackson; and

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

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1634 Woody Drive for the sum of \$5000.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1634 Woody Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5000.00 shall be paid to **ACA DEMOLITION & PROJECT GROUP, LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #8
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/11/2021
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 6																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$5,000.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: February 11, 2021

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1421.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1421 - 1634 WOODY DRIVE - \$5000.00 WARD 6** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
Chandra Gayten, *Deputy City Attorney*



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL 648-170 LOCATED AT 910 ROYAL OAKS DRIVE - \$4,200.00. CASE #2021-1019 (WARD 5) (HILLMAN, LUMUMBA)

WHEREAS, the City of Jackson owns the property located at 910 Royal Oaks Dr.; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; 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, Site Management Assistance, LLC appeared next on the rotation list and has agreed to demolish and remove remains of structure and otherwise remedy conditions for Case No. 2021-1019 located at 910 Royal Oaks Dr. for \$4,200.00; and

WHEREAS, Site Management Assistance, LLC has a principal office address of P.O. Box 1484, Meridian, MS 39302; and

WHEREAS, it is in the best interest of the City, and the citizens of Jackson that the Property be maintained.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Site Management Assistance, LLC to demolish and remove remains of structure leaving slab in place; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; and cut grass and weeds, for Case No. 2021-1019 located at 910 Royal Oaks Dr., Parcel 648-170, for an amount not to exceed \$4,200.00.

Consent Agenda Item #9
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **03/02/2021**
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL 648-170 LOCATED AT 910 ROYAL OAKS DRIVE - \$4,200.00. CASE #2021-1019 (WARD 5) (HILLMAN, LUMUMBA)
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	2. Crime Prevention 4. Neighborhood Enhancement 7. Quality of Life
3.	Who will be affected	All City of Jackson residents.
4.	Benefits	Cleaning of this City-owned property will remove threats to the health, safety and welfare of surrounding residents.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$4,200.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	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: 2/9/2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Site Management Assistance, LLC for the demolition of structure and cleaning of City-owned parcel 648-170 located at 910 Royal Oaks Dr.

Therefore, we respectfully request that you authorize the execution of contract awarded to the said contractor.

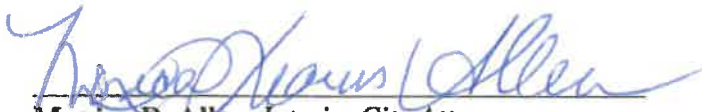
Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SITE MANAGEMENT ASSISTANCE, LLC TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, ANNOTATED SECTION 21-19-11 FOR PARCEL 648-170 LOCATED AT 910 ROYAL OAKS DRIVE, \$4,200.00. CASE #2021-19** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* CG



DATE

ORDER AUTHORIZING THE FILING OF NOTICE OF SATISFACTION OF JUDGMENT AND CANCELLATION OF LIEN WITH THE HINDS COUNTY CIRCUIT COURT FOR ADJUDICATED COSTS AND PENALTIES IN THE AMOUNT OF TWO HUNDRED DOLLARS (\$200.00) ASSESSED FOR CLEANING PARCEL NUMBER 65-40 LOCATED AT 136 NOEL ST, JACKSON MISSISSIPPI.

WHEREAS, on February 10, 2009, the governing authorities for the City of Jackson passed a resolution which is recorded at Minute Book 6T Page 429 that declared property located at 136 Noel St to be a menace to public health safety and welfare; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code, the City of Jackson remedied conditions on the property constituting a menace to public health, safety, and welfare when the owner of the parcel failed to do so; and

WHEREAS, on October 4, 2011 the governing authorities for the City of Jackson passed a resolution which is recorded at Minute Book 6A Page 23 that adjudicated costs and penalties totaling \$200.00 for the cleaning of property located at 136 Noel St legally described as LOTS 34 & 35 BLK B SCHOOL SUBN; and

WHEREAS, consistent with the provisions of Section 21-19-11, the resolution adjudicating costs and penalties was subsequently enrolled with the Hinds County Circuit Clerk on December 24, 2011 and recorded as Judgment Number 2009-109; and

WHEREAS, the property located at 136 Noel St was assessed to Erving, Robert A. at the time of enrollment; and

WHEREAS, Erving, Robert A. tendered to the Hinds County Chancery Clerk payment in the amount of Two Hundred Dollars (\$200.00) on September 23, 2013 for the purpose of satisfying the judgment enrolled concerning Parcel 65-40; and

WHEREAS, the judgment enrolled against Erving, Robert A. for Parcel Number 65-40 should be deemed satisfied and notice of the satisfaction of the judgment filed with the Hinds County Circuit Clerk.

IT IS, THEREFORE, ORDERED that notice be filed with the Hinds County Circuit Clerk indicating that the City's judgment enrolled for Case 2009-1098 has been satisfied and the judgment lien related thereto canceled.

IT IS FURTHER ORDERED that any acts required and necessary to effect the cancelation of the lien arising out of the enrollment of the judgment lien for Case 2009-1098 are authorized to be performed.

Consent Agenda Item #10
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 2, 2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE FILING OF CANCELATION OF LIENS WITH THE HINDS COUNTY CIRCUIT COURT FOR ADJUDICATED COSTS AND PENALTIES ASSESSED FOR CLEANING PARCEL NUMBER 65-40 LOCATED AT 136 NOEL ST
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement Crime Prevention Economic Development Youth & Education Quality of Life
3.	Who will be affected	A paid debt will be removed from assessed owner on judgement roll.
4.	Benefits	Approval of the recommended action will keep the City in good standing for acknowledging and documenting that the property owner paid the clean-up assessment.
5.	Schedule (beginning date)	Earliest date following City Council meeting.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$0
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

**From: Jordan Rae Hillman, Director
Department of Planning and Development**

Date: February 9, 2021

Re: Agenda Item

The attached agenda item is an order requesting that the Jackson City Council authorize the filing of Cancellation of Lien with the Hinds County Circuit Clerk's office in reference to Parcel number 65-40 located at 136 Noel St. Judgement number 2009-109 in the amount of \$200 for clean-up assessment was filed with the Hinds County Circuit Clerk on December 24, 2011. This assessment was paid in full on September 23, 2013, however, a lien cancellation was never filed with the Circuit Clerk. The attached order will allow a satisfaction date to be added to the judgment roll.

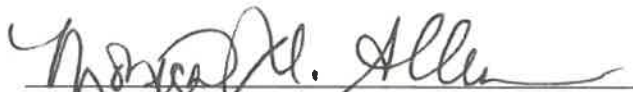
Your consideration in this matter is appreciated.

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 FILING OF NOTICE OF SATISFACTION OF JUDGEMENT AND CANCELATION OF LIEN WITH THE HINDS COUNTY CIRCUIT COURT FOR ADJUDICATED COST AND PENALTIES IN THE AMOUNT OF TWO HUNDRED DOLLARS (\$200.00) ASSESSED FOR CLEANING PARCEL NUMBER 65-40 LOCATED AT 136 NOEL STREET JACKSON MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*



Date



Chandra Gayten, *Deputy City Attorney*

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROJECT CHANGE REQUEST WITH TYLER TECHNOLOGIES, INC. FOR THE CONVERSION OF UNUSED FUNDS TO BE ALLOCATED TOWARDS SOFTWARE AND HARDWARE (HORTON, LUMUMBA)

WHEREAS, the City of Jackson and Tyler Technologies, Inc. entered into an agreement in 2018 for an Enterprise Resource Planning System ‘ERP’; and

WHEREAS, the agreement provides for converting unused funds for additional purposes such as software, hardware, training and implementation services; and

WHEREAS, the estimated amount of funds allocated for the transfer of police data was not fully utilized because all data relating to police records, investigations, jail and emergency call logs was successfully imported; and

WHEREAS, as a result of the successful importation of data a total \$19,500.00 remained; and

WHEREAS, the Division of Information Systems is proposing the unused funds be allocated towards the New World Public Safety System software and hardware offered by Tyler Technologies, Inc. to better assist the Jackson Police and Fire Department; and

WHEREAS, there is no cost associated with the project change request; and

WHEREAS, the need for this change have been analyzed by the Division of Information Systems and execution of this project change request is strongly encouraged.

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.

| |
| |

Agenda Item #13
Agenda Date: March 2, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/17/2021
DATE

POINTS		COMMENTS
1.	Brief Description	Project Change Request to reallocate Public Safety system conversion expenses for the conversion of unused funds to be allocated for software and hardware for the Jackson Police and Fire Department.
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	Jackson Police and Fire Department
4.	Benefits	Will allow unused money for conversion expenses to be used for software and hardware 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 <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration
8.	COST	\$0.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ 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

MEMORANDUM

Date: February 17, 2021
To: Mayor Chokwe Antar Lumumba
From: LaaWanda Horton, Director of Administration
Subject: Change order request

In November 2019, the City of Jackson entered into an agreement with Tyler Technologies New World Public Safety System for software, hardware, training and implementation services for a new Public Safety System for Police, Fire and 911.

The Tyler Technologies agreement provides for amendment in writing by both parties to add software, hardware, training, and services. The addendum proposed enables unused money for software and hardware to assist the Jackson Police and Fire Department.

The quote attached by Tyler Technologies has no impact on the project's budget.

LH/fkw



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Jackson, MS, with offices at P.O. Box 17, Jackson, MS 93205-0071 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated December 10, 2018 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. Subscription fees for the third-party NetMotion Software will be invoiced on February 15, 2021 at the prorated amount of \$8,400. Subsequent Subscription fees, as set forth in the Investment Summary, are due on October 28, 2021 and annually thereafter on the anniversary date thereof at NetMotions then-current rates.
- 2. Hardware fees are due on delivery of the respective hardware.
- 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 4. Except as expressly indicated in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Jackson, MS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





**Exhibit 1
Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Christina Milson
 Quote Expiration: 7/13/21
 Quote Name: NetMotion Mobility & AVL Hardware

Sales Quotation For:
 City of Jackson Police Department
 327 E Pascagoula St
 Jackson MS 39201-4204
 Phone: +1 (601) 960-1395

Annual / SaaS

Description	Fee	Discount	Annual
New World Public Safety			
Subscription			
Mobile VPN Software - Netmotion (Base VPN License) (QTY 200)	\$ 12,000	\$ 0	\$ 12,000
TOTAL			\$ 12,000

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Maintenance	Unit	Year One
New World Public Safety						
AVL Hardware - Permanent Mount						
	150	\$ 50	\$ 7,500	\$ 0		\$ 0
TOTAL			\$ 7,500			\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 12,000
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 7,500	\$ 0
Summary Total	\$ 7,500	\$ 12,000

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/ 64 bit or later is required for all client machines. Windows Server 2012R2/2016/2019 and SQL Server 2012/2014/2016/2017/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012R2/2016/2019 and SQL Server 2012/2014/2016/2017/2019, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality. Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

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 PROJECT CHANGE REQUEST WITH TYLER TECHNOLOGIES, INC. FOR THE CONVERSION OF UNUSED FUNDS TO BE ALLOCATED TOWARDS SOFTWARE AND HARDWARE** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Briana Keeler, *Deputy City Attorney*



DATE

ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021

Handwritten notes in blue ink, partially legible, including the word "Water" and some numbers.

WHEREAS, in the Fiscal Year 2020-2021 needs to be revised for necessary changes noted below.

IT IS HEREBY, ORDERED, that the Fiscal Year 2020-2021 Municipal Budget revised as follows:

Water/Sewer Contingency - Fund 33

33-5899		\$14,716,028
33-520.30-6736	\$5,858,014	
33-520.30-6753	\$1,500,000	
33-522.80-6753	\$7,358,014	

The 1/12 of Operations and the 2/12 of Contingency of Operations per Bond Covenant.
(It did not post to the FY 2020-2021 Adopted Budget Projections)

031-5912		\$1,500,000
031-521.40-6419	\$ 500,000	
031-521.40-6485	\$1,000,000	

Approved Council Order for emergency expenditures for Water Main break.

Agenda Item #14
Agenda Date: March 2, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 24, 2021
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	Order Revising the Municipal Budget for Fiscal Year 2020-2021								
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	N/A								
3.	Who will be affected	All Wards								
4.	Benefits	N/A								
5.	Schedule (beginning date)	Upon Approval by City Council								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITYWIDE								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Administration Department of Finance								
8.	COST	N/A								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

THE CITY OF
JACKSON
MISSISSIPPI
DEPARTMENT OF ADMINISTRATION

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Laa Wanda J. Horton, Director
Department of Administration



DATE: February 24, 2021

RE: FY 2020-2021 Budget Revision

This agenda item authorizes a budget revision for the following:


1. Approved Council Order for emergency expenditures for Water Main break.
2. The 1/12 of Operations and the 2/12 of Contingency of Operations per Bond Covenant.
(It did not post to the FY 2020-2021 Adopted Budget Projections)

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 REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021** is legally sufficient for placement in NOVUS Agenda.


Monica D. Allen, City Attorney


Date

RECEIVED BY THE CITY ATTORNEY
2/24/21

OFFICE OF THE CITY ATTORNEY
2/23/21

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE INITIAL PURCHASE OF FOURTEEN (14) VEHICLES FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, in connection with the initial purchase of fourteen (14) vehicles for the Jackson Police Department, the City has advanced and will advance internal funds; and

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

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

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the initial purchase of fourteen (14) vehicles for the Jackson Police Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the initial purchase of fourteen (14) vehicles for the Jackson Police Department is expected not to exceed an aggregated principal amount of \$375,850.00

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

Agenda Item #15
Agenda Date: March 2, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 02/12/21

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Reimburse Master Lease			
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			
3.	Who will be affected	Jackson Police Department and all citizens			
4.	Benefits	Enhanced services to citizens and spread out cost of equipment over its useful life			
5.	Schedule (beginning date)	Upon approval by City Council			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Administration			
8.	COST	\$375,850.00			
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	General Fund 00144240-6868			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ X ___ N/A ___ X ___ N/A ___ X ___ N/A ___ X ___ N/A ___ X ___	

Revised 02-04



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Horton, Director
Department of Administration *L. Horton*

DATE: February 12, 2021

RE: **FY 2021 Lease/Loan Transaction**

This agenda item authorizes the City to reimburse itself from the proceeds of a Master Lease Purchase Agreement. This resolution is required by Treasury Regulation 1.150-2.

The Jackson Police Department will purchase fourteen (14) 2021 Dodge Durango's. These vehicles will be used for the following purpose:

1. Patrol Operations

Should you have any questions, please let me know.

--0-08978654 Office of the City Attorney
East Capitol Street

455

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE INITIAL PURCHASE OF FOURTEEN (14) VEHICLES FOR THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

2-23-21
Date



James Anderson, Deputy City Attorney

OFFICE OF THE CITY ATTORNEY
3-21-21

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CONVERGEONE, INC. FOR THE RENEWAL OF RENTAL SPACE FOR THE CITY OF JACKSON IT DISASTER RECOVERY SITE (HORTON, LUMUMBA)

WHEREAS, the City of Jackson, Mississippi ("City") maintains an information technology ("IT") disaster recovery site to back-up all applications and hardware; and

WHEREAS, in 2019 the City's IT disaster recovery site was relocated to the Mississippi E-Center to meet the need for additional space and security to a facility managed by Venture Technologies, Inc.; and

WHEREAS, Venture Technologies, Inc. was subsequently acquired by ConvergeOne, Inc. ("ConvergeOne") and ConvergeOne now manages the suite where the City's recovery site is located; and

WHEREAS, the total cost associated with ConvergeOne managing the City's IT disaster recovery site is \$33,096.00 per year.

WHEREAS, the Division of Information Systems recommends that the Mayor be authorized to execute an agreement with ConvergeOne for the City's IT :

IT IS THEREFORE ORDERED that the Mayor be authorized to execute any and all documents to effectuate an agreement with ConvergeOne, Inc. for the City of Jackson's IT disaster recovery Site at the Mississippi E-Center at a cost not to exceed \$33,096.00 for a period of one year.

Agenda Item #1
Agenda Date: March 2, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/17/2021
DATE

POINTS		COMMENTS			
1.	Brief Description	This is to renew the agreement for rental space for the IT disaster site at the E-Center.			
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 Department			
4.	Benefits	To provide secure data security for the City of Jackson.			
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 <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration			
8.	COST	\$33,096.00			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund			
10.	EBO participation	ABE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		AABE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		WBE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		HBE _____ %	WAIVER	yes ___	no ___
		N/A _____			
		NABE _____ %	WAIVER	yes ___	no ___
		N/A _____			

Department of Administration



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

MEMORANDUM

Date: February 17, 2021
To: Mayor Chokwe Antar Lumumba
From: LaaWanda Horton, Director of Administration
Subject: Rental Space Renewal with ConvergeOne, Inc.

The Division of Information Systems is requesting that the City of Jackson execute an agreement with ConvergeOne, Inc. This agreement will provide a safe, secure space to serve as the City's disaster recovery site for data within the E-Center. It is strongly recommended that the City partners with ConvergeOne, Inc. for rental space for the information technology disaster site.

The quote attached by ConvergeOne of \$33,096.00 will be paid out of the Technology Fund.

LH/fkw

Solution Summary

Renewal - PC-PRV CLOUD Contract # 220571

<p>Customer: City of Jackson</p> <p>Ship To Address: 1230 Raymond Rd Ste 300 Jackson, MS 39201</p> <p>Bill To Address: PO Box 17 FINANCE DIVISION/ACCOUNTS PAYABLE Jackson, MS 39205-0017</p> <p>Customer ID: VTSCITJAC0001</p> <p>Customer PO:</p>	<p>Primary Contact: Fredrick Wilson</p> <p>Email: fwilson@jacksonms.gov</p> <p>Phone: (601) 259-9547</p> <p>National Account Manager: Debra Stewart</p> <p>Email: dbstewart@convergeone.com</p> <p>Phone: +16019786136</p>
--	--

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Managed Services	\$33,096.00		Prepaid		\$33,096.00
Project Subtotal	\$33,096.00				\$33,096.00
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$33,096.00				\$33,096.00

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	VTCOLO-FULL-JXN	Colocation Rack Space, Full Rack (42U)	12	2	\$1,379.00	\$33,096.00

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CONVERGEONE, INC. FOR THE RENEWAL OF RENTAL SPACE FOR THE CITY OF JACKSON IT DISASTER RECOVERY SITE** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, Interim City Attorney
Briana Keeler, Deputy City Attorney *BK*



DATE

OFFICE OF THE CITY ATTORNEY
M.A.A.
2/24/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS ASSOCIATE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAYS ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND SATURDAY, MARCH 27, 2021. (ALL WARDS)

WHEREAS, the City of Jackson, Mississippi, Office of the Mayor, desires to execute the Business Associate Agreement with the Mississippi State Department of Health for the Citywide COVID-19 Vaccination Days; and

WHEREAS, the purpose of entering into said agreement is to advance the public health, safety, and welfare of the City of Jackson's citizens during the COVID-19 Pandemic; and

WHEREAS, no fee will be charged to the City of Jackson for the services.

IT IS, HEREBY, ORDERED that the Mayor is authorized to execute a Business Associate Agreement with the Mississippi State Department of Health for the City of Jackson's Citywide Covid-19 Vaccination Days on: Friday, March 5, 2021; Saturday, March 6, 2021; Friday, March 26, 2021; and Saturday, March 27, 2021.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any related documents required by the Mississippi State Department of Health for these services.

Agenda Item #18
Agenda Date: March 2, 2021
(SANDERS, LUMUMBA)

MEMORANDUM

Office of the Mayor
(601) 960-1084



TO: Honorable Members of the Jackson City Council
FROM: Keyshia E. Sanders, Constituent Services
DATE: February 25, 2021

RE: Order authorizing the Mayor to execute a Business Associate Agreement with Mississippi Department of Health for the City of Jackson's Citywide COVID-19 Vaccination Day on March 5-6, 2021 and March 26-27, 2021.

The Department of Constituent Services is requesting that said use agreement be executed for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 25, 2021
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS ASSOICATE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAY ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND MARCH 27, 2021.																																													
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	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
4. Benefits	Recognizes the purpose of advancing the public health, safety, and welfare of the City of Jackson during the COVID-19 Pandemic																																													
5. Schedule (beginning date)	Upon council approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department 7. <input type="checkbox"/> ▪ Consultant	Mayor's Office																																													
8. COST	\$0.00																																													
<input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond 9. <input type="checkbox"/> ▪ Other	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

Office of the City Attorney

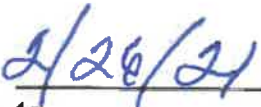
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS ASSOCIATE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAYS ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND SATURDAY, MARCH 27, 2021 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI STATE DEPARTMENT OF HEALTH
AND
CITY OF JACKSON**

I. PARTIES TO THE AGREEMENT

The Mississippi State Department of Health (MSDH) and the City of Jackson abide by the terms of this Memorandum of Understanding (MOU or Agreement), including all appendices, exhibits, or other attachments, and perform the scope of work as described herein.

II. SCOPE OF AGREEMENT

All parties agree to:

Abide by the terms of any other agreements entered into in coordination with this MOU (e.g., BAA, etc.). When possible, such other agreements should be added as attachments or appendices to this MOU.

RESPONSIBILITIES OF MSDH

MSDH agrees to:

- A. Provide COVID-19 first and second dose vaccine at agreed amounts.
- B. Provide access to the online MSDH-COVID-19 scheduler to schedule both first and second doses.
- C. Provide consulting and/or SME services regarding walk-thru clinic workflow and just-in-time scheduler training for City of Jackson staff and volunteers.
- D. Provide scheduler assistance and support along with any other tasks agreed to by the parties.
- E. Provide original copies of EUA, VARS, and vaccine cards.

RESPONSIBILITIES OF THE CITY OF JACKSON

The City agrees to:

- A. Provide the facility, security and all required vaccination event infrastructure (chairs, tables, computers, printers, wifi connectivity, signage, traffic control, etc.).

- B. Provide sufficient COVID-19 vaccination event staff (vaccinators, MDs, clerical staff, greeters, waiting area observers, etc.).
- C. Distribute required documentation to each patient as necessary for education and administration regarding COVID-19 vaccination.
- D. Use the online MSDH COVID-19 Scheduler to create all appointments, check in patients the day of the event, track vaccinations administered, and create second dose appointments.
- E. Use the online MSDH COVID-19 Scheduler software in accordance with all applicable MSDH IT security and privacy policies.
- F. Host clinics on agreed dates.
- G. Perform other vaccination event operational and logistical tasks as needed.

III. INFORMATION USAGE AND CONFIDENTIALITY

- A. All data falling under this Agreement will be stored, protected, shared, utilized and/or retained in accordance with applicable federal and state law, regulations, and standards including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family Educational Rights and Privacy Act (FERPA), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and their corresponding regulations. Utilizations of the data falling under this Agreement must adhere to the parameters set under this Agreement. Any other utilizations of this data must be agreed to in writing by all parties and incorporated as an amendment to this Agreement.
- B. In the event that any party receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, the party shall promptly inform the other parties and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon all parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the parties following termination.

IV. LIABILITY

As entities of the State of Mississippi, each party's liability is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

V. EFFECTIVE DATE. This MOU shall be effective from February 12, 2021 to December 31, 2021. This agreement is renewable for additional one-year (1) terms not to exceed December 31, 2024.

VI. TERM, TERMINATION, AND SURVIVABILITY

This MOU may be terminated by either party at any time by written notice. Expressly, Information Usage and Confidentiality, shall survive termination of, or expiration of, this MOU.

VII. AMENDMENTS TO MOU. The Parties may only amend this Agreement by mutual consent, in writing, at any time during the Agreement period through each party's authorized representative.

VIII. ASSIGNMENT. This MOU may not be assigned, in whole or in part, by any party without the prior written consent of the other party.

IX. ENTIRE AGREEMENT. This MOU, together with any attachments or exhibits incorporated herein, constitutes the entire agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each party have hereunto affixed their signatures on the day and year indicated below.

For: Mississippi State Department of
Health

For: The City of Jackson

Thomas Dobbs, MD, MPH
State Health Officer
Mississippi State Department of Health

Chokwe Antar Lumumba
Mayor
City of Jackson

Date: _____

Date: _____

**MISSISSIPPI STATE DEPARTMENT OF
HEALTH
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into by and between the Mississippi State Department of Health (“MSDH”) the Covered Entity and _____ (“Business Associate”), hereinafter referred to as the Parties, and modifies any other prior existing agreement or contract for this purpose. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the Parties therefore agree as follows:

I. RECITALS

- a. MSDH is a state agency with a principal place of business at 570 East Woodrow Wilson, Jackson, MS 39215
- b. Business Associate is a corporation qualified to do business in Mississippi that will act to perform business services for MSDH with a principal place of business at _____
- c. This Business Associate Agreement (“Agreement”) is entered into pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, as amended by the Genetic Information Nondiscrimination Act (“GINA”) of 2008 and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (“ARRA”) of 2009, and its implementing regulations, including, but not necessarily limited to, 45 C.F.R. Part 160, and 45 C.F.R. Part 164 Subparts A and C (“Security Rule”), and 45 C.F.R. Part 160 Subparts A and E (“Privacy Rule”). These statutes and regulations are hereinafter collectively referred to as HIPAA. MSDH, as a covered entity, is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will comply with and appropriately safeguard all Protected Health Information (“PHI”) Used, Disclosed, created, or received by Business Associate on behalf of MSDH. Certain provisions of HIPAA and its implementing regulations apply to Business Associate in the same manner as they apply to MSDH and such provisions must be incorporated into this Agreement.
- d. MSDH desires to engage Business Associate to perform certain functions for, or on behalf of, MSDH involving the Disclosure of PHI by MSDH to Business Associate, or the creation or Use of PHI by Business Associate on behalf of MSDH, and Business Associate desires to perform such functions, as set forth in the Underlying Agreement(s) which involve the exchange of information, and wholly incorporated herein.

II. DEFINITIONS

- a. “Breach” shall mean the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and subject to the exceptions set forth in 45 C.F.R. § 164.402.
- b. “Business Associate” shall mean _____, including all workforce members, representatives, agents, successors, heirs, and permitted assigns.

- c. "Covered Entity" shall mean the Mississippi State Department of Health, an agency of the State of Mississippi.
- d. "Data Aggregation" shall have the same meaning as the term "Data aggregation" in 45 C.F.R. §164.501.
- e. "Designated Record Set" shall have the same meaning as the term "Designated Record Set" in 45 C.F.R. §164.501.
- f. "Disclosure" shall have the same meaning as the term "Disclosure" in 45 C.F.R. § 160.103.
- g. "MSDH" shall mean the Mississippi State Department of Health, an agency of the State of Mississippi.
- h. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i. "Privacy Officer" shall mean the person designated by MSDH to oversee its implementation of and compliance with HIPAA.
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of MSDH.
- l. "Required by Law" shall have the same meaning as the term "Required by law" in 45 C.F.R. § 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee
- n. "Security Incident" shall have the same meaning as the term "Security incident" in 45 C.F.R. §164.304.
- o. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- p. "Standard" shall have the same meaning as the term "Standard" in 45 C.F.R. § 160.103.
- q. "Underlying Agreement" shall mean any applicable Memorandum of Understanding ("MOU"), agreement, contract, or any other similar device, and any proposal or Request for Proposal ("RFP") related thereto and agreed upon between the Parties, entered into between MSDH and Business Associate.
- r. "Unsecured Protected Health Information" shall have the same meaning as the term "Unsecured protected health information" in 45 C.F.R. § 164.402.

- s. "Use" shall have the same meaning as the term "Use" in 45 C.F.R. § 160.103
- t. "Violation" or "Violate" shall have the same meaning as the terms "Violation" or "Violate" in 45 C.F.R. § 160.103.

All other terms not defined herein shall have the meanings assigned in HIPAA and its implementing regulations.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement and the Underlying Agreement(s), or as Required by Law.
- b. Business Associate agrees to utilize appropriate safeguards and comply, where applicable, with the HIPAA Privacy and Security Rules, to prevent Use or Disclosure of the PHI other than as permitted or provided for by this Agreement and shall: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information and Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of MSDH; (ii) ensure that any subcontractor to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (iii) report to MSDH any Security Incident of which Business Associate becomes aware.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in Violation of the requirements of this Agreement and/or state or federal laws and regulations.
- d. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any actual or suspected Breach or Security Incident. Business Associate agrees to take the following steps:

Notice to MSDH. (1) To notify their MSDH Point-of-Contact, MSDH IT Security Officer and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery, by telephone call and email or registered or certified mail** upon the discovery of an actual or suspected Breach of Unsecured PHI in electronic media or in any other media. (2) To notify their MSDH Point-of-Contact, MSDH IT Security Officer and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery, by telephone call and email or registered or certified mail** of any actual or suspected Security Incident affecting this Agreement, including but not limited to an actual or suspected Security Incident that involves data provided to MSDH by the Social Security Administration. A Breach or Security Incident shall be treated as discovered by Business Associate as of the first day on which the Breach or Security Incident is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach or Security Incident) who is a workforce member, officer, or other agent of Business Associate.

The notification shall include, to the extent possible and subsequently as the information becomes available, a reasonably detailed description of the actual or suspected Breach or Security Incident, the identification of all Individuals whose Unsecured PHI is reasonably believed by Business Associate to have been affected by the Breach or Security Incident along with any other available

information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164, Subparts A, D, and E, or any other applicable notification requirements.

Upon discovery of an actual or suspected Breach or Security Incident, Business Associate shall take:

- Prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and
- Any action pertaining to such unauthorized Disclosure required by applicable Federal and State laws and regulations.

Investigation. To immediately investigate any such actual or suspected Breach or Security Incident upon discovery in order to determine if the actual or suspected Breach or Security Incident is a Violation of any applicable federal or state laws or regulations, and to submit updated information by email or registered or certified mail, as it becomes available, to the MSDH IT Security Officer and MSDH Privacy Officer.

Complete Report. To provide a complete written report by email or registered or certified mail of the investigation to the MSDH IT Security Officer and MSDH Privacy Officer within ten (10) working days of the discovery of any actual or suspected Breach or Security Incident. The report shall include:

- the identification of each Individual whose PHI was or is believed to have been involved;
- a reasonably detailed description of the types of PHI involved; and
- a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain any suspected or actual Breach of security, intrusion or unauthorized Use or Disclosure.

If MSDH requests information in addition to that provided in the written report, Business Associate shall make reasonable efforts to provide MSDH with such information. If necessary, a supplemental report may be utilized to submit revised or additional information after the completed report is submitted.

Notification of Individuals. If the cause of an actual Breach of PHI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify each Individual of the Breach when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the Breach. The notifications shall comply with the requirements set forth in 42 U.S.C. § 17932 and its implementing regulations. The MSDH IT Security Officer and MSDH Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

Responsibility for Reporting of Breaches. If the cause of a Breach of PHI is attributable to Business Associate or its agents, subcontractors, or vendors, and Business Associate is a covered entity as defined under HIPAA and the HIPAA regulations, Business Associate is responsible for

all required reporting of the Breach as specified in 42 U.S.C. § 17932 and its implementing regulations, including notification to media outlets and to the Secretary of the U.S. Department of Health and Human Services. If Business Associate has reason to believe that duplicate reporting of the same Breach or Security Incident may occur because its subcontractors, agents or vendors may report the Breach or Security Incident to MSDH in addition to Business Associate, Business Associate shall notify MSDH, and MSDH and Business Associate may take appropriate action to prevent duplicate reporting. The Breach reporting requirements of this paragraph are in addition to the reporting requirements set forth above.

- e. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information, all in accordance with 45 C.F.R. §§ 164.308 and 164.502
- f. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Business Associate agree to comply with the applicable requirements of the Security Rule and Privacy Rule by entering into a Business Associate Agreement, in accordance with 45 C.F.R. §§ 164.308, 164.314, 164.502, and 164.504, and Business Associate shall provide MSDH with a copy of all such executed agreements between Business Associate and Business Associate's subcontractors. Business Associate understands that submission of their subcontractors' Business Associate Agreement(s) to MSDH does not constitute MSDH approval of any kind, including of the utilization of such subcontractors or of the adequacy of such agreements.
- g. Business Associate agrees that nothing in this Agreement is meant to take the place of any HIPAA-mandated reporting duties that apply directly to the Business Associate as a covered entity under HIPAA and its implementing regulations.
- h. Business Associate agrees to provide access, at the request of MSDH, and in the time and manner designated by MSDH, to PHI in a Designated Record Set, to MSDH or, as directed by MSDH, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- i. Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for MSDH to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate agrees to retain such documentation for at least six (6) years after the date of Disclosure; the provisions of this Section shall survive termination of this Agreement for any reason.
- j. Where applicable, Business Associate agrees to retain and securely store all data and documents falling under this Agreement and the Underlying Agreement(s) in accordance with HIPAA, the HITECH Act, and their implementing regulations.
- k. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that MSDH directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of MSDH or an Individual, and in the time and manner designated by MSDH.
- l. Business Associate agrees to provide to MSDH or an Individual, in a time and manner designated by MSDH, information collected in accordance with Section (III) of this Agreement, to permit MSDH to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- m. **Business Associate agrees that it shall only Use or Disclose the minimum PHI necessary to perform functions, activities, or services for, or on behalf of, MSDH as specified in the Underlying Agreement(s). Business Associate agrees to comply with any guidance issued by the Secretary on what constitutes “minimum necessary” for purposes of the Privacy Rule, and any minimum necessary policies and procedures communicated to Business Associate by MSDH.**
- n. **Routine transmission of PHI by fax is not recommended. If information must be faxed, Business Associate agrees PHI shall be limited to those recipients who have a need to gain access to the information. The information to be faxed shall be limited to the “minimum necessary” to accomplish the proposed function. A cover sheet must be utilized which includes a required confidential statement prohibiting unlawful redisclosure. In the event a fax is received by an unintended recipient, Business Associate should obtain the recipient’s contact information, attempt to identify the misdirected document, and then contact MSDH Privacy Officer. Generally, Business Associate should instruct the recipient of the misdirected fax to await further instructions from the Business Associate. Recipients should *not* be told to throw away a misdirected fax. MSDH may instruct the recipient to return or destroy the document, depending on the facts.**
- o. **Business Associate agrees that to the extent that Business Associate carries out MSDH’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to MSDH in the performance of such obligation.**
- p. **Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, MSDH available to the Secretary for purposes of determining MSDH’s compliance with the Privacy Rule.**
- q. **Business Associate agrees that nothing in this Agreement shall permit Business Associate to access, store, share, maintain, transmit or Use or Disclose PHI in any form via any medium with any third party, including Business Associate’s subcontractors, beyond the boundaries and jurisdiction of the United States without express written authorization from MSDH.**
- r. **Business Associate agrees that all MSDH data shall not be co-mingled with other trading partners’ data and shall be easily identifiable and exportable. MSDH data shall be stored in an individual structure in accordance with the following: Business Associate shall create an instance (single tenant) of the particular database software utilized by Business Associate, and only MSDH data shall reside in that instance of the database. The intent of this Section is not to require separate procurement of hardware specific to MSDH; however, MSDH data must not reside in a database that contains other entities’ data.**
- s. **Business Associate agrees that all MSDH data will be encrypted using industry standard algorithms, preferably AES256 or Triple DES and/or SSL/TLS 1.2+.**
- t. **Business Associate agrees to comply with the State of Mississippi ITS Enterprise Security Policy, which will be provided by MSDH upon request.**
- u. **Business Associate agrees to make its most recent information security audit available to MSDH upon request by MSDH.**
- v. **The provisions of the HITECH Act that apply to Business Associate and are required to be incorporated by reference in a business associate agreement are hereby incorporated into this**

Agreement, including, without limitation, 42 U.S.C. § 17935(b), (c), (d) and (e), and 17936(a) and (b), and their implementing regulations.

- w. Without limitation of the foregoing:
- i. The provisions of the HITECH Act that apply to Business Associate and are required to be incorporated by reference in a business associate agreement are hereby incorporated into this Agreement, including, without limitation, 42 U.S.C. §§ 17935(b), (c), (d) and (e), and 17936(a) and (b), and their implementing regulations.
 - ii. 42 U.S.C. §§ 17931(b) and 17934(c), and their implementing regulations, each apply to Business Associate with respect to its status as a business associate to the extent set forth in each such Section.
- x. Business Associate shall be responsible for, and shall reimburse MSDH for costs and expenses associated with steps reasonably implemented by MSDH to mitigate any Breach or other non-permitted Use or Disclosure of PHI or medical, health or personal information protected by other federal or state law, including, without limitation, the following: data analysis to determine appropriate mitigation steps in the event of a Breach, including assistance from Business Associate in the investigation of the Breach and, as needed, access to Business Associate's systems and records for purposes of Breach data analysis; preparation and mailing of notification(s) about the Breach to impacted Individuals, the media and regulators; costs associated with proper handling of inquiries from Individuals and other entities about the Breach (such as the establishment of toll-free numbers, maintenance of call centers for intake, preparation of scripts, questions/answers, and other communicative information about the Breach); credit monitoring and account monitoring services for impacted Individuals for a reasonable period (which shall be no less than 12 months); other mitigation action steps required of MSDH by federal or state regulators; and other reasonable mitigation steps required by MSDH.
- y. Business Associate shall not, without written authorization from MSDH, perform marketing or fundraising on behalf of MSDH, or engage in the types of communications on behalf of MSDH that are excepted from the definition of "marketing" established at 45 C.F.R. §164.501. If MSDH requests and authorizes Business Associate to engage in these activities, Business Associate shall comply with the applicable provisions of the HITECH Act and the HIPAA Rules.
- z. Business Associate shall not directly or indirectly receive remuneration in exchange for an Individual's PHI unless it is pursuant to specific written authorization by the Individual or subject to an exception established in the HIPAA Rules.
- aa. Without prior written approval from MSDH, Business Associate shall not publicly release any report, article, paper, graph, chart, or other product created, in whole or in part, using data provided or developed under this Agreement.
- bb. Business Associate agrees to utilize reasonable measures (including training) to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and Use or Disclose MSDH data, and to discipline such employees who intentionally violate any provisions of this Agreement.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. **General Use and Disclosure Provisions:** Subject to the terms of this Agreement, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, MSDH as specified in the Underlying Agreement(s), provided that such Use or Disclosure would not Violate what is Required by Law or the Privacy Rule if done by MSDH, except for the specific Uses and Disclosures set forth below, for the purpose of performing the Underlying Agreement(s).
- b. **Specific Use and Disclosure Provisions:**
- i. Business Associate may Use PHI, if necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate under the Underlying Agreement(s) entered into between MSDH and Business Associate.
 - ii. Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required by Law and the person to whom the PHI was Disclosed notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. If Business Associate must Disclose PHI pursuant to law or legal process, Business Associate shall notify MSDH by phone and in writing without unreasonable delay and at least five (5) days in advance of any Disclosure so that MSDH may take appropriate steps to address the Disclosure, if needed.
 - iv. In the event that Business Associate works for more than one covered entity, Business Associate may Use and Disclose PHI for Data Aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such is permitted under the Privacy Rule.
 - v. Business Associate may Use and Disclose de-identified health information if (a) the Use is communicated to MSDH and (b) the de-identified health information meets the implementation specifications for de-identification under the Privacy Rule.

V. OBLIGATIONS OF MSDH

- a. MSDH shall provide Business Associate with the Notice of Privacy Practices that MSDH produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice of Privacy Practices, upon request.
- b. MSDH shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. MSDH shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. MSDH shall notify Business Associate of any restriction to the Use or Disclosure of PHI that MSDH has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction

may affect Business Associate's Use or Disclosure of PHI.

- e. Permissible Requests by MSDH: MSDH shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by MSDH, except as provided for in Section (IV) of this Agreement.

VI. TERM AND TERMINATION

- a. Term. For any new Underlying Agreement(s) entered into between MSDH and Business Associate, the effective date of this Agreement is the effective date of the Underlying Agreement(s) entered into between MSDH and Business Associate. For any ongoing Underlying Agreement(s) entered into between MSDH and Business Associate, the effective date of this Agreement is the date first herein written. This Agreement shall terminate when all of the PHI provided by MSDH to Business Associate, or created or received by Business Associate on behalf of MSDH, is destroyed or returned to MSDH, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Underlying Agreement(s).
- b. Termination for Cause. Upon MSDH's knowledge of a material Violation by Business Associate, MSDH shall, at its discretion, either:
 - i. provide an opportunity for Business Associate to cure or end the Violation within a time specified by MSDH, after which MSDH may in its discretion terminate this Agreement and the Underlying Agreement(s) if Business Associate does not cure or end the Violation within the time specified by MSDH; or
 - ii. immediately terminate this Agreement and the associated Underlying Agreement(s) if Business Associate has broken a material term of this Agreement and cure is not possible.
- c. Effect of Termination.
 - i. Upon termination of this Agreement and the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of, MSDH in accordance with State and Federal retention guidelines. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to MSDH notification of the conditions that make return or destruction infeasible. Upon notification in writing that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

- a. Statutory and Regulatory References. A reference in this Agreement to a section in HIPAA, its implementing regulations, or other applicable law means the section as in effect or as amended, and for which compliance is required.
- b. Amendments/Changes in Law.
 - i. General. Modifications or amendments to this Agreement may be made upon mutual agreement of the Parties, in writing signed by the Parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. Such modifications or amendments signed by the Parties shall be attached to and become part of this Agreement.
 - ii. Amendments as a Result of Changes in the Law. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to effectively comply with any subsequent changes or clarifications of statutes, regulations, or rules related to this Agreement. The Parties further agree to take such action as is necessary to comply with the requirements of HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
 - iii. Procedure for Implementing Amendments as a Result of Changes in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, or the Parties' compliance with the laws referenced in Section (VII)(b) of this Agreement necessitates an amendment, the requesting party shall notify the other party of any actions it reasonably deems are necessary to comply with such changes or to ensure compliance, and the Parties promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation of any such law, rule, regulation, or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, the Parties may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.
- c. Survival. The respective rights and obligations of Business Associate provided for in Sections (III)(j) and (VI)(c) of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit MSDH to comply with HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
- e. Indemnification. To the fullest extent allowed by law, Business Associate shall indemnify, defend, save and hold harmless, protect, and exonerate MSDH, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Business Associate and/or its partners, principals, agents, and employees in the performance of or failure to perform this Agreement. In MSDH's sole discretion, Business Associate may be allowed to control the defense of any such claim, suit, etc. In the event Business Associate defends said claim, suit, etc., Business Associate shall utilize legal counsel acceptable to MSDH. Business

Associate shall be solely responsible for all costs and/or expenses associated with such defense, and MSDH shall be entitled to participate in said defense. Business Associate shall not settle any claim, suit, etc. without MSDH's concurrence, which MSDH shall not unreasonably withhold.

MSDH's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

- f. **Disclaimer.** MSDH makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, its implementing regulations, or other applicable law will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- g. **Notices.** Any notice from one party to the other under this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses provided for in this Agreement or as the Parties may hereinafter designate in writing:

MSDH: (Covered Entity)

Privacy Officer
Mississippi State Department of Health
570 East Woodrow Wilson
Suite O-150
P. O. Box 1700
Jackson, MS 39215
601-576-7874

IT Security Officer
Mississippi State Department of Health
570 East Woodrow Wilson
Suite O-450
P.O. Box 1700
Jackson, MS 39215
601-576-7821

Business Associate:

Name of Business: _____

Attn: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Any such notice shall be deemed to have been given as of the date transmitted.

- h. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if this Agreement did not contain that particular part, term, or provision held to be invalid.
- i. Applicable Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to HIPAA and its implementing regulations. All other aspects of this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Business Associate shall comply with applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Where provisions of this Agreement differ from those mandated by such laws and regulations, but are nonetheless permitted by such laws and regulations, the provisions of this Agreement shall control.
- j. Non-Assignment and Subcontracting. Business Associate shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of MSDH. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MSDH of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MSDH in addition to the total compensation agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MSDH may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties. MSDH may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- k. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior discussions, instructions, directions, understandings, negotiations, agreements, and services for like services.
- l. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors, heirs, or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
- m. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries assisting Business Associate in the fulfillment of its obligations under this Agreement, available to MSDH, at no cost to MSDH, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against MSDH, its directors, officers, or any other workforce member based upon claimed Violation of HIPAA, its implementing regulations, or other applicable law, except where Business Associate or its workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries are a named adverse party.

[Signature Page Follows]

Business Associate:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Date: _____

Date: _____

Mississippi State Department of Health

By: _____
(Authorized Signature)

Print Name: Thomas Dobbs, MD, MPH

Title: State Health Officer

Address: P.O. Box 1700, Jackson, MS 39215-1700

Phone Number: (601)-576-7634

Date: _____

**Instructions for
MISSISSIPPI STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT
Form # 1063**

PURPOSE

The Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 requires Covered Entities, such as MSDH, enter into a Business Associate Agreement (“BAA”) with their business associates to ensure the business associate will appropriately safeguard Protected Health Information (“PHI”). The BAA also serves to clarify and limit the permissible uses and disclosures of PHI by the business associate based on the relationship between the parties and the activities or services being performed by the business associate.

A business associate is a person or entity (other than a member of the workforce of MSDH) who performs functions or activities on behalf of, or provides certain services to, MSDH that involve access by the business associate to PHI.

INSTRUCTIONS

Prior to the disclosure of PHI, a representative of the MSDH program that wants to enter into a contractual relationship with an entity to perform a function, service, or activity that involves the entity accessing PHI shall contact the MSDH Privacy Officer for assistance in determining whether a BAA is needed. Once the MSDH Privacy Officer determines a BAA is needed, please complete the following steps:

Step 1: On page 1, please insert the name of the entity that will be covered by the BAA in the blank labeled “Business Associate”.

Step 2: In Section (I)(b), please insert the BAA’s principal place of business (i.e. address).

Step 3: In Section (II)(b), please insert the name of the entity that will be covered by the BAA.

Step 4: In Section (VII)(g), please insert the name of the business associate, as well as the name, title, address, phone number, and email of the individual who shall receive notice from MSDH on behalf of the business associate.

Step 5: On page 13, please insert the name, title, address, and phone number of the authorized signatory for the business associate and MSDH.

Step 6: Please upload the BAA to Q-Pulse in the same file as the underlying agreement(s).

Step 7: Please print the BAA and the underlying agreement(s) to which the BAA is to attach and have all signed and dated.

OFFICE MECHANICS AND FILES

The BAA must be filed in the same place as the underlying agreement(s) for record keeping purposes.

RETENTION PERIOD

The BAA must remain on file for six (6) years following termination of the underlying agreement(s).

OFFICE OF THE CITY ATTORNEY
M.A.A.
3/2/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS ASSOCIATE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAYS ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND SATURDAY, MARCH 27, 2021. (ALL WARDS)

WHEREAS, the City of Jackson, Mississippi, Office of the Mayor, desires to execute the Business Associate Agreement with the Mississippi State Department of Health for the Citywide COVID-19 Vaccination Days; and

WHEREAS, the purpose of entering into said agreement is to advance the public health, safety, and welfare of the City of Jackson's citizens during the COVID-19 Pandemic; and

WHEREAS, no fee will be charged to the City of Jackson for the services.

IT IS, HEREBY, ORDERED that the Mayor is authorized to execute a Business Associate Agreement with the Mississippi State Department of Health for the City of Jackson's Citywide Covid-19 Vaccination Days on: Friday, March 5, 2021; Saturday, March 6, 2021; Friday, March 26, 2021; and Saturday, March 27, 2021.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any related documents required by the Mississippi State Department of Health for these services.

Agenda Item #19
Agenda Date: March 2, 2021
(SANDERS, LUMUMBA)

MEMORANDUM

Office of the Mayor
(601) 960-1084



TO: Honorable Members of the Jackson City Council
FROM: Keyshia E. Sanders, Constituent Services
DATE: February 25, 2021

RE: Order authorizing the Mayor to execute a Business Associate Agreement with Mississippi Department of Health for the City of Jackson's Citywide COVID-19 Vaccination Day on March 5-6, 2021 and March 26-27, 2021.

The Department of Constituent Services is requesting that said use agreement be executed for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 25, 2021
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS ASSOICATE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAY ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND MARCH 27, 2021.																																													
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	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
4. Benefits	Recognizes the purpose of advancing the public health, safety, and welfare of the City of Jackson during the COVID-19 Pandemic																																													
5. Schedule (beginning date)	Upon council approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7. <input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant	Mayor's Office																																													
8. COST	\$0.00																																													
9. <input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

Office of the City Attorney

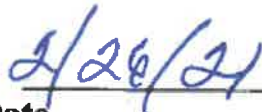
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS ASSOCIATE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON'S CITYWIDE COVID-19 VACCINATION DAYS ON FRIDAY, MARCH 5, 2021, SATURDAY, MARCH 6, 2021 AND FRIDAY, MARCH 26, 2021 AND SATURDAY, MARCH 27, 2021** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



Date

OFFICE OF THE CITY ATTORNEY
2/26/21

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI STATE DEPARTMENT OF HEALTH
AND
CITY OF JACKSON**

I. PARTIES TO THE AGREEMENT

The Mississippi State Department of Health (MSDH) and the City of Jackson abide by the terms of this Memorandum of Understanding (MOU or Agreement), including all appendices, exhibits, or other attachments, and perform the scope of work as described herein.

II. SCOPE OF AGREEMENT

All parties agree to:

Abide by the terms of any other agreements entered into in coordination with this MOU (e.g., BAA, etc.). When possible, such other agreements should be added as attachments or appendices to this MOU.

RESPONSIBILITIES OF MSDH

MSDH agrees to:

- A. Provide COVID-19 first and second dose vaccine at agreed amounts.
- B. Provide access to the online MSDH-COVID-19 scheduler to schedule both first and second doses.
- C. Provide consulting and/or SME services regarding walk-thru clinic workflow and just-in-time scheduler training for City of Jackson staff and volunteers.
- D. Provide scheduler assistance and support along with any other tasks agreed to by the parties.
- E. Provide original copies of EUA, VARS, and vaccine cards.

RESPONSIBILITIES OF THE CITY OF JACKSON

The City agrees to:

- A. Provide the facility, security and all required vaccination event infrastructure (chairs, tables, computers, printers, wifi connectivity, signage, traffic control, etc.).

- B. Provide sufficient COVID-19 vaccination event staff (vaccinators, MDs, clerical staff, greeters, waiting area observers, etc.).
- C. Distribute required documentation to each patient as necessary for education and administration regarding COVID-19 vaccination.
- D. Use the online MSDH COVID-19 Scheduler to create all appointments, check in patients the day of the event, track vaccinations administered, and create second dose appointments.
- E. Use the online MSDH COVID-19 Scheduler software in accordance with all applicable MSDH IT security and privacy policies.
- F. Host clinics on agreed dates.
- G. Perform other vaccination event operational and logistical tasks as needed.

III. INFORMATION USAGE AND CONFIDENTIALITY

- A. All data falling under this Agreement will be stored, protected, shared, utilized and/or retained in accordance with applicable federal and state law, regulations, and standards including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family Educational Rights and Privacy Act (FERPA), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and their corresponding regulations. Utilizations of the data falling under this Agreement must adhere to the parameters set under this Agreement. Any other utilizations of this data must be agreed to in writing by all parties and incorporated as an amendment to this Agreement.
- B. In the event that any party receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, the party shall promptly inform the other parties and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon all parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the parties following termination.

IV. LIABILITY

As entities of the State of Mississippi, each party's liability is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

V. EFFECTIVE DATE. This MOU shall be effective from February 12, 2021 to December 31, 2021. This agreement is renewable for additional one-year (1) terms not to exceed December 31, 2024.

VI. TERM, TERMINATION, AND SURVIVABILITY

This MOU may be terminated by either party at any time by written notice. Expressly, Information Usage and Confidentiality, shall survive termination of, or expiration of, this MOU.

VII. AMENDMENTS TO MOU. The Parties may only amend this Agreement by mutual consent, in writing, at any time during the Agreement period through each party's authorized representative.

VIII. ASSIGNMENT. This MOU may not be assigned, in whole or in part, by any party without the prior written consent of the other party.

IX. ENTIRE AGREEMENT. This MOU, together with any attachments or exhibits incorporated herein, constitutes the entire agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each party have hereunto affixed their signatures on the day and year indicated below.

For: Mississippi State Department of Health

For: The City of Jackson

Thomas Dobbs, MD, MPH
State Health Officer
Mississippi State Department of Health

Chokwe Antar Lumumba
Mayor
City of Jackson

Date: _____

Date: _____

**MISSISSIPPI STATE DEPARTMENT OF
HEALTH
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into by and between the Mississippi State Department of Health (“MSDH”) the Covered Entity and _____ (“Business Associate”), hereinafter referred to as the Parties, and modifies any other prior existing agreement or contract for this purpose. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the Parties therefore agree as follows:

I. RECITALS

- a. MSDH is a state agency with a principal place of business at 570 East Woodrow Wilson, Jackson, MS 39215
- b. Business Associate is a corporation qualified to do business in Mississippi that will act to perform business services for MSDH with a principal place of business at _____.
- c. This Business Associate Agreement (“Agreement”) is entered into pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, as amended by the Genetic Information Nondiscrimination Act (“GINA”) of 2008 and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (“ARRA”) of 2009, and its implementing regulations, including, but not necessarily limited to, 45 C.F.R. Part 160, and 45 C.F.R. Part 164 Subparts A and C (“Security Rule”), and 45 C.F.R. Part 160 Subparts A and E (“Privacy Rule”). These statutes and regulations are hereinafter collectively referred to as HIPAA. MSDH, as a covered entity, is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will comply with and appropriately safeguard all Protected Health Information (“PHI”) Used, Disclosed, created, or received by Business Associate on behalf of MSDH. Certain provisions of HIPAA and its implementing regulations apply to Business Associate in the same manner as they apply to MSDH and such provisions must be incorporated into this Agreement.
- d. MSDH desires to engage Business Associate to perform certain functions for, or on behalf of, MSDH involving the Disclosure of PHI by MSDH to Business Associate, or the creation or Use of PHI by Business Associate on behalf of MSDH, and Business Associate desires to perform such functions, as set forth in the Underlying Agreement(s) which involve the exchange of information, and wholly incorporated herein.

II. DEFINITIONS

- a. “Breach” shall mean the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and subject to the exceptions set forth in 45 C.F.R. § 164.402.
- b. “Business Associate” shall mean _____, including all workforce members, representatives, agents, successors, heirs, and permitted assigns.

- c. "Covered Entity" shall mean the Mississippi State Department of Health, an agency of the State of Mississippi.
- d. "Data Aggregation" shall have the same meaning as the term "Data aggregation" in 45 C.F.R. §164.501.
- e. "Designated Record Set" shall have the same meaning as the term "Designated Record Set" in 45 C.F.R. §164.501.
- f. "Disclosure" shall have the same meaning as the term "Disclosure" in 45 C.F.R. § 160.103.
- g. "MSDH" shall mean the Mississippi State Department of Health, an agency of the State of Mississippi.
- h. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i. "Privacy Officer" shall mean the person designated by MSDH to oversee its implementation of and compliance with HIPAA.
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of MSDH.
- l. "Required by Law" shall have the same meaning as the term "Required by law" in 45 C.F.R. § 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee
- n. "Security Incident" shall have the same meaning as the term "Security incident" in 45 C.F.R. §164.304.
- o. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- p. "Standard" shall have the same meaning as the term "Standard" in 45 C.F.R. § 160.103.
- q. "Underlying Agreement" shall mean any applicable Memorandum of Understanding ("MOU"), agreement, contract, or any other similar device, and any proposal or Request for Proposal ("RFP") related thereto and agreed upon between the Parties, entered into between MSDH and Business Associate.
- r. "Unsecured Protected Health Information" shall have the same meaning as the term "Unsecured protected health information" in 45 C.F.R. § 164.402.

- s. "Use" shall have the same meaning as the term "Use" in 45 C.F.R. § 160.103
- t. "Violation" or "Violate" shall have the same meaning as the terms "Violation" or "Violate" in 45 C.F.R. § 160.103.

All other terms not defined herein shall have the meanings assigned in HIPAA and its implementing regulations.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement and the Underlying Agreement(s), or as Required by Law.
- b. Business Associate agrees to utilize appropriate safeguards and comply, where applicable, with the HIPAA Privacy and Security Rules, to prevent Use or Disclosure of the PHI other than as permitted or provided for by this Agreement and shall: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information and Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of MSDH; (ii) ensure that any subcontractor to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (iii) report to MSDH any Security Incident of which Business Associate becomes aware.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in Violation of the requirements of this Agreement and/or state or federal laws and regulations.
- d. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any actual or suspected Breach or Security Incident. Business Associate agrees to take the following steps:

Notice to MSDH. (1) To notify their MSDH Point-of-Contact, MSDH IT Security Officer and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery, by telephone call and email or registered or certified mail** upon the discovery of an actual or suspected Breach of Unsecured PHI in electronic media or in any other media. (2) To notify their MSDH Point-of-Contact, MSDH IT Security Officer and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery, by telephone call and email or registered or certified mail** of any actual or suspected Security Incident affecting this Agreement, including but not limited to an actual or suspected Security Incident that involves data provided to MSDH by the Social Security Administration. A Breach or Security Incident shall be treated as discovered by Business Associate as of the first day on which the Breach or Security Incident is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach or Security Incident) who is a workforce member, officer, or other agent of Business Associate.

The notification shall include, to the extent possible and subsequently as the information becomes available, a reasonably detailed description of the actual or suspected Breach or Security Incident, the identification of all Individuals whose Unsecured PHI is reasonably believed by Business Associate to have been affected by the Breach or Security Incident along with any other available

information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164, Subparts A, D, and E, or any other applicable notification requirements.

Upon discovery of an actual or suspected Breach or Security Incident, Business Associate shall take:

- Prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and
- Any action pertaining to such unauthorized Disclosure required by applicable Federal and State laws and regulations.

Investigation. To immediately investigate any such actual or suspected Breach or Security Incident upon discovery in order to determine if the actual or suspected Breach or Security Incident is a Violation of any applicable federal or state laws or regulations, and to submit updated information by email or registered or certified mail, as it becomes available, to the MSDH IT Security Officer and MSDH Privacy Officer.

Complete Report. To provide a complete written report by email or registered or certified mail of the investigation to the MSDH IT Security Officer and MSDH Privacy Officer within ten (10) working days of the discovery of any actual or suspected Breach or Security Incident. The report shall include:

- the identification of each Individual whose PHI was or is believed to have been involved;
- a reasonably detailed description of the types of PHI involved; and
- a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain any suspected or actual Breach of security, intrusion or unauthorized Use or Disclosure.

If MSDH requests information in addition to that provided in the written report, Business Associate shall make reasonable efforts to provide MSDH with such information. If necessary, a supplemental report may be utilized to submit revised or additional information after the completed report is submitted.

Notification of Individuals. If the cause of an actual Breach of PHI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify each Individual of the Breach when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the Breach. The notifications shall comply with the requirements set forth in 42 U.S.C. § 17932 and its implementing regulations. The MSDH IT Security Officer and MSDH Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

Responsibility for Reporting of Breaches. If the cause of a Breach of PHI is attributable to Business Associate or its agents, subcontractors, or vendors, and Business Associate is a covered entity as defined under HIPAA and the HIPAA regulations, Business Associate is responsible for

all required reporting of the Breach as specified in 42 U.S.C. § 17932 and its implementing regulations, including notification to media outlets and to the Secretary of the U.S. Department of Health and Human Services. If Business Associate has reason to believe that duplicate reporting of the same Breach or Security Incident may occur because its subcontractors, agents or vendors may report the Breach or Security Incident to MSDH in addition to Business Associate, Business Associate shall notify MSDH, and MSDH and Business Associate may take appropriate action to prevent duplicate reporting. The Breach reporting requirements of this paragraph are in addition to the reporting requirements set forth above.

- e. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information, all in accordance with 45 C.F.R. §§ 164.308 and 164.502
- f. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Business Associate agree to comply with the applicable requirements of the Security Rule and Privacy Rule by entering into a Business Associate Agreement, in accordance with 45 C.F.R. §§ 164.308, 164.314, 164.502, and 164.504, and Business Associate shall provide MSDH with a copy of all such executed agreements between Business Associate and Business Associate's subcontractors. Business Associate understands that submission of their subcontractors' Business Associate Agreement(s) to MSDH does not constitute MSDH approval of any kind, including of the utilization of such subcontractors or of the adequacy of such agreements.
- g. Business Associate agrees that nothing in this Agreement is meant to take the place of any HIPAA-mandated reporting duties that apply directly to the Business Associate as a covered entity under HIPAA and its implementing regulations.
- h. Business Associate agrees to provide access, at the request of MSDH, and in the time and manner designated by MSDH, to PHI in a Designated Record Set, to MSDH or, as directed by MSDH, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- i. Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for MSDH to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate agrees to retain such documentation for at least six (6) years after the date of Disclosure; the provisions of this Section shall survive termination of this Agreement for any reason.
- j. Where applicable, Business Associate agrees to retain and securely store all data and documents falling under this Agreement and the Underlying Agreement(s) in accordance with HIPAA, the HITECH Act, and their implementing regulations.
- k. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that MSDH directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of MSDH or an Individual, and in the time and manner designated by MSDH.
- l. Business Associate agrees to provide to MSDH or an Individual, in a time and manner designated by MSDH, information collected in accordance with Section (III) of this Agreement, to permit MSDH to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- m. Business Associate agrees that it shall only Use or Disclose the minimum PHI necessary to perform functions, activities, or services for, or on behalf of, MSDH as specified in the Underlying Agreement(s). Business Associate agrees to comply with any guidance issued by the Secretary on what constitutes “minimum necessary” for purposes of the Privacy Rule, and any minimum necessary policies and procedures communicated to Business Associate by MSDH.
- n. Routine transmission of PHI by fax is not recommended. If information must be faxed, Business Associate agrees PHI shall be limited to those recipients who have a need to gain access to the information. The information to be faxed shall be limited to the “minimum necessary” to accomplish the proposed function. A cover sheet must be utilized which includes a required confidential statement prohibiting unlawful redisclosure. In the event a fax is received by an unintended recipient, Business Associate should obtain the recipient’s contact information, attempt to identify the misdirected document, and then contact MSDH Privacy Officer. Generally, Business Associate should instruct the recipient of the misdirected fax to await further instructions from the Business Associate. Recipients should *not* be told to throw away a misdirected fax. MSDH may instruct the recipient to return or destroy the document, depending on the facts.
- o. Business Associate agrees that to the extent that Business Associate carries out MSDH’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to MSDH in the performance of such obligation.
- p. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, MSDH available to the Secretary for purposes of determining MSDH’s compliance with the Privacy Rule.
- q. Business Associate agrees that nothing in this Agreement shall permit Business Associate to access, store, share, maintain, transmit or Use or Disclose PHI in any form via any medium with any third party, including Business Associate’s subcontractors, beyond the boundaries and jurisdiction of the United States without express written authorization from MSDH.
- r. Business Associate agrees that all MSDH data shall not be co-mingled with other trading partners’ data and shall be easily identifiable and exportable. MSDH data shall be stored in an individual structure in accordance with the following: Business Associate shall create an instance (single tenant) of the particular database software utilized by Business Associate, and only MSDH data shall reside in that instance of the database. The intent of this Section is not to require separate procurement of hardware specific to MSDH; however, MSDH data must not reside in a database that contains other entities’ data.
- s. Business Associate agrees that all MSDH data will be encrypted using industry standard algorithms, preferably AES256 or Triple DES and/or SSL/TLS 1.2+.
- t. Business Associate agrees to comply with the State of Mississippi ITS Enterprise Security Policy, which will be provided by MSDH upon request.
- u. Business Associate agrees to make its most recent information security audit available to MSDH upon request by MSDH.
- v. The provisions of the HITECH Act that apply to Business Associate and are required to be incorporated by reference in a business associate agreement are hereby incorporated into this

Agreement, including, without limitation, 42 U.S.C. § 17935(b), (c), (d) and (e), and 17936(a) and (b), and their implementing regulations.

- w. Without limitation of the foregoing:
 - i. The provisions of the HITECH Act that apply to Business Associate and are required to be incorporated by reference in a business associate agreement are hereby incorporated into this Agreement, including, without limitation, 42 U.S.C. §§ 17935(b), (c), (d) and (e), and 17936(a) and (b), and their implementing regulations.
 - ii. 42 U.S.C. §§ 17931(b) and 17934(c), and their implementing regulations, each apply to Business Associate with respect to its status as a business associate to the extent set forth in each such Section.
- x. Business Associate shall be responsible for, and shall reimburse MSDH for costs and expenses associated with steps reasonably implemented by MSDH to mitigate any Breach or other non-permitted Use or Disclosure of PHI or medical, health or personal information protected by other federal or state law, including, without limitation, the following: data analysis to determine appropriate mitigation steps in the event of a Breach, including assistance from Business Associate in the investigation of the Breach and, as needed, access to Business Associate's systems and records for purposes of Breach data analysis; preparation and mailing of notification(s) about the Breach to impacted Individuals, the media and regulators; costs associated with proper handling of inquiries from Individuals and other entities about the Breach (such as the establishment of toll-free numbers, maintenance of call centers for intake, preparation of scripts, questions/answers, and other communicative information about the Breach); credit monitoring and account monitoring services for impacted Individuals for a reasonable period (which shall be no less than 12 months); other mitigation action steps required of MSDH by federal or state regulators; and other reasonable mitigation steps required by MSDH.
- y. Business Associate shall not, without written authorization from MSDH, perform marketing or fundraising on behalf of MSDH, or engage in the types of communications on behalf of MSDH that are excepted from the definition of "marketing" established at 45 C.F.R. §164.501. If MSDH requests and authorizes Business Associate to engage in these activities, Business Associate shall comply with the applicable provisions of the HITECH Act and the HIPAA Rules.
- z. Business Associate shall not directly or indirectly receive remuneration in exchange for an Individual's PHI unless it is pursuant to specific written authorization by the Individual or subject to an exception established in the HIPAA Rules.
- aa. Without prior written approval from MSDH, Business Associate shall not publicly release any report, article, paper, graph, chart, or other product created, in whole or in part, using data provided or developed under this Agreement.
- bb. Business Associate agrees to utilize reasonable measures (including training) to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and Use or Disclose MSDH data, and to discipline such employees who intentionally violate any provisions of this Agreement.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. **General Use and Disclosure Provisions:** Subject to the terms of this Agreement, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, MSDH as specified in the Underlying Agreement(s), provided that such Use or Disclosure would not Violate what is Required by Law or the Privacy Rule if done by MSDH, except for the specific Uses and Disclosures set forth below, for the purpose of performing the Underlying Agreement(s).
- b. **Specific Use and Disclosure Provisions:**
 - i. Business Associate may Use PHI, if necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate under the Underlying Agreement(s) entered into between MSDH and Business Associate.
 - ii. Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required by Law and the person to whom the PHI was Disclosed notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. If Business Associate must Disclose PHI pursuant to law or legal process, Business Associate shall notify MSDH by phone and in writing without unreasonable delay and at least five (5) days in advance of any Disclosure so that MSDH may take appropriate steps to address the Disclosure, if needed.
 - iv. In the event that Business Associate works for more than one covered entity, Business Associate may Use and Disclose PHI for Data Aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such is permitted under the Privacy Rule.
 - v. Business Associate may Use and Disclose de-identified health information if (a) the Use is communicated to MSDH and (b) the de-identified health information meets the implementation specifications for de-identification under the Privacy Rule.

V. OBLIGATIONS OF MSDH

- a. MSDH shall provide Business Associate with the Notice of Privacy Practices that MSDH produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice of Privacy Practices, upon request.
- b. MSDH shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. MSDH shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. MSDH shall notify Business Associate of any restriction to the Use or Disclosure of PHI that MSDH has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction

may affect Business Associate's Use or Disclosure of PHI.

- e. Permissible Requests by MSDH: MSDH shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by MSDH, except as provided for in Section (IV) of this Agreement.

VI. TERM AND TERMINATION

- a. Term. For any new Underlying Agreement(s) entered into between MSDH and Business Associate, the effective date of this Agreement is the effective date of the Underlying Agreement(s) entered into between MSDH and Business Associate. For any ongoing Underlying Agreement(s) entered into between MSDH and Business Associate, the effective date of this Agreement is the date first herein written. This Agreement shall terminate when all of the PHI provided by MSDH to Business Associate, or created or received by Business Associate on behalf of MSDH, is destroyed or returned to MSDH, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Underlying Agreement(s).
- b. Termination for Cause. Upon MSDH's knowledge of a material Violation by Business Associate, MSDH shall, at its discretion, either:
 - i. provide an opportunity for Business Associate to cure or end the Violation within a time specified by MSDH, after which MSDH may in its discretion terminate this Agreement and the Underlying Agreement(s) if Business Associate does not cure or end the Violation within the time specified by MSDH; or
 - ii. immediately terminate this Agreement and the associated Underlying Agreement(s) if Business Associate has broken a material term of this Agreement and cure is not possible.
- c. Effect of Termination.
 - i. Upon termination of this Agreement and the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of, MSDH in accordance with State and Federal retention guidelines. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to MSDH notification of the conditions that make return or destruction infeasible. Upon notification in writing that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

- a. Statutory and Regulatory References. A reference in this Agreement to a section in HIPAA, its implementing regulations, or other applicable law means the section as in effect or as amended, and for which compliance is required.
- b. Amendments/Changes in Law.
 - i. General. Modifications or amendments to this Agreement may be made upon mutual agreement of the Parties, in writing signed by the Parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. Such modifications or amendments signed by the Parties shall be attached to and become part of this Agreement.
 - ii. Amendments as a Result of Changes in the Law. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to effectively comply with any subsequent changes or clarifications of statutes, regulations, or rules related to this Agreement. The Parties further agree to take such action as is necessary to comply with the requirements of HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
 - iii. Procedure for Implementing Amendments as a Result of Changes in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, or the Parties' compliance with the laws referenced in Section (VII)(b) of this Agreement necessitates an amendment, the requesting party shall notify the other party of any actions it reasonably deems are necessary to comply with such changes or to ensure compliance, and the Parties promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation of any such law, rule, regulation, or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, the Parties may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.
- c. Survival. The respective rights and obligations of Business Associate provided for in Sections (III)(j) and (VI)(c) of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit MSDH to comply with HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
- e. Indemnification. To the fullest extent allowed by law, Business Associate shall indemnify, defend, save and hold harmless, protect, and exonerate MSDH, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Business Associate and/or its partners, principals, agents, and employees in the performance of or failure to perform this Agreement. In MSDH's sole discretion, Business Associate may be allowed to control the defense of any such claim, suit, etc. In the event Business Associate defends said claim, suit, etc., Business Associate shall utilize legal counsel acceptable to MSDH. Business

Associate shall be solely responsible for all costs and/or expenses associated with such defense, and MSDH shall be entitled to participate in said defense. Business Associate shall not settle any claim, suit, etc. without MSDH's concurrence, which MSDH shall not unreasonably withhold.

MSDH's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

- f. Disclaimer. MSDH makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, its implementing regulations, or other applicable law will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- g. Notices. Any notice from one party to the other under this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses provided for in this Agreement or as the Parties may hereinafter designate in writing:

MSDH: (Covered Entity)

Privacy Officer
Mississippi State Department of Health
570 East Woodrow Wilson
Suite O-150
P. O. Box 1700
Jackson, MS 39215
601-576-7874

IT Security Officer
Mississippi State Department of Health
570 East Woodrow Wilson
Suite O-450
P.O. Box 1700
Jackson, MS 39215
601-576-7821

Business Associate:

Name of Business: _____

Attn: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Any such notice shall be deemed to have been given as of the date transmitted.

- h. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if this Agreement did not contain that particular part, term, or provision held to be invalid.
- i. Applicable Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to HIPAA and its implementing regulations. All other aspects of this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Business Associate shall comply with applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Where provisions of this Agreement differ from those mandated by such laws and regulations, but are nonetheless permitted by such laws and regulations, the provisions of this Agreement shall control.
- j. Non-Assignment and Subcontracting. Business Associate shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of MSDH. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MSDH of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MSDH in addition to the total compensation agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MSDH may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties. MSDH may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- k. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior discussions, instructions, directions, understandings, negotiations, agreements, and services for like services.
- l. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors, heirs, or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
- m. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries assisting Business Associate in the fulfillment of its obligations under this Agreement, available to MSDH, at no cost to MSDH, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against MSDH, its directors, officers, or any other workforce member based upon claimed Violation of HIPAA, its implementing regulations, or other applicable law, except where Business Associate or its workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries are a named adverse party.

[Signature Page Follows]

Business Associate:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Date: _____

Date: _____

Mississippi State Department of Health

By: _____
(Authorized Signature)

Print Name: Thomas Dobbs, MD, MPH

Title: State Health Officer

Address: P.O. Box 1700, Jackson, MS 39215-1700

Phone Number: (601)-576-7634

Date: _____

**Instructions for
MISSISSIPPI STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT
Form # 1063**

PURPOSE

The Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 requires Covered Entities, such as MSDH, enter into a Business Associate Agreement (“BAA”) with their business associates to ensure the business associate will appropriately safeguard Protected Health Information (“PHI”). The BAA also serves to clarify and limit the permissible uses and disclosures of PHI by the business associate based on the relationship between the parties and the activities or services being performed by the business associate.

A business associate is a person or entity (other than a member of the workforce of MSDH) who performs functions or activities on behalf of, or provides certain services to, MSDH that involve access by the business associate to PHI.

INSTRUCTIONS

Prior to the disclosure of PHI, a representative of the MSDH program that wants to enter into a contractual relationship with an entity to perform a function, service, or activity that involves the entity accessing PHI shall contact the MSDH Privacy Officer for assistance in determining whether a BAA is needed. Once the MSDH Privacy Officer determines a BAA is needed, please complete the following steps:

Step 1: On page 1, please insert the name of the entity that will be covered by the BAA in the blank labeled “Business Associate”.

Step 2: In Section (I)(b), please insert the BAA’s principal place of business (i.e. address).

Step 3: In Section (II)(b), please insert the name of the entity that will be covered by the BAA.

Step 4: In Section (VII)(g), please insert the name of the business associate, as well as the name, title, address, phone number, and email of the individual who shall receive notice from MSDH on behalf of the business associate.

Step 5: On page 13, please insert the name, title, address, and phone number of the authorized signatory for the business associate and MSDH.

Step 6: Please upload the BAA to Q-Pulse in the same file as the underlying agreement(s).

Step 7: Please print the BAA and the underlying agreement(s) to which the BAA is to attach and have all signed and dated.

OFFICE MECHANICS AND FILES

The BAA must be filed in the same place as the underlying agreement(s) for record keeping purposes.

RETENTION PERIOD

The BAA must remain on file for six (6) years following termination of the underlying agreement(s).

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON STATE UNIVERSITY AND THE CITY OF JACKSON, MISSISSIPPI FOR THE JACKSON POLICE DEPARTMENT TO PROVIDE SECURITY AT JACKSON STATE UNIVERSITY ATHLETIC FOOTBALL EVENTS

FILED WITH THE CITY ATTORNEY
3/2/21

WHEREAS, the City of Jackson ("City") has a long-standing agreement with Jackson State University ("JSU") to provide trained police security at athletic football events; and

WHEREAS, the parties desire to enter into a "Memorandum of Understanding Between Jackson State University and the City of Jackson, Mississippi and its Police Department," hereinafter referred to as "MOU"; and

WHEREAS, the City agrees to provide trained police security at five (5) designated JSU football games during the 2021 Spring Football Season and additional designated events as requested in Jackson, Mississippi. The Jackson Police Department ("JPD") will provide up to twenty-four (24) officers and one supervisor, for each of the five (5) football games and additional designated events. All officers and supervisors will act, at all times, as City employees and are under the supervision and direction of JPD. All JSU employees will work under the supervision of the Director of JSU Police or his Designee; and

WHEREAS, JPD will be responsible for providing security as follows: (1) JPD will provide security for ground parking lots and lots where tailgating may take place; (2) JPD will be responsible for securely escorting bands, referees, coaches and the football team as they enter and exit the stadium parking lot(s); and (3) JPD will manage traffic entering and exiting the stadium; and

WHEREAS, the terms of this MOU shall be binding from February 1, 2021 through May 31, 2021, and shall include payment for services necessarily provided prior to the execution of the MOU; and

WHEREAS, JSU will pay the City for all services rendered a rate up to \$36 per hour per officer. The rate paid by JSU to the City shall adjust to correspond with the position and/or ranking of the individual officer or supervisor providing the services. The aggregate amount for all five games shall not exceed the total sum of Twenty-Eight Thousand Eight Hundred Eighty Dollars and No Cents (\$28,880.00). for the term of the agreement; and

IT IS HEREBY ORDERED that the Mayor of the City of Jackson is authorized to enter into a Memorandum of Understanding between the City of Jackson, Mississippi and JSU wherein JSU pays to the City for police security services at designated athletic football events at the rate not to exceed \$36 per hour per officer with the total cost to JSU not to exceed Twenty-Eight Thousand Eight Hundred Eighty Dollars and No Cents (\$28,880.00).

IT IS FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of the herein-described Memorandum of Understanding. The City is further authorized to accept payments for services necessarily provided prior to the execution of the MOU, but were provided pursuant to the MOU.

Agenda Item #20
Agenda Date: March 2, 2021
(DAVIS, LUMUMBA)

MEMORANDUM



TO: Chokwe Antar Lumumba, Mayor
James Davis, Chief of Police

FROM: James Anderson, Jr., Special Asst. to the City Attorney

DATE: February 24, 2021

RE: Memorandum of Understanding between Jackson State University and the City of Jackson Police Department

It is my recommendation that the City of Jackson enter into a Memorandum of Understanding with Jackson State University for the City of Jackson Police Department to provide security at Jackson State University athletic Spring football games to be held in the City of Jackson. This services would assist Jackson State University in preventing violence and disturbances at its athletic events. Further, this service will promote a safe environment for the participants, student body and the general public.

The City has in prior years entered into agreements with Jackson State University for the Jackson Police Department to provide security at Jackson State University athletic events. The onset of the COVID-19 pandemic placed 2020-2021 JSU's football season in severe doubt. Ultimately, the 2020 Fall season was postponed to the Spring of 2021. Due to the aforementioned circumstances and the February winter storm, the details of the proposed terms of the MOU were not approved by JSU's Division of General Counsel until February 18, 2021. Thus, presentation of a detailed agenda order was not possible prior to the start of the Spring football season on February 21, 2021.

If you have any questions, or need additional information, please feel free to contact me .

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 24, 2021
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Order Authorizing Mayor and the Chief of Police to enter into a Memorandum of Understanding with Jackson State University for the City of Jackson Police Department to provide security at Jackson State University athletic spring football events.																																													
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 and Quality of Life																																													
3.	Who will be affected	Jackson Police Department and Jackson State University																																													
4.	Benefits	Allows for Jackson Police Department to provide security at designated JSU athletic football events to ensure the safety of participants, students and the general public. The City to receive a maximum of Twenty-Eight Thousand Eight Hundred Eighty Dollars and No Cents (\$28,880.00)																																													
5.	Schedule (beginning date)	February 1, 2021 through May 31, 2021																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Jackson Police Department																																													
8.	COST	NA																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	NA																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON STATE UNIVERSITY AND THE CITY OF JACKSON, MISSISSIPPI FOR JACKSON POLICE DEPARTMENT TO PROVIDE SECURITY AT JACKSON STATE UNIVERSITY ATHLETIC FOOTBALL EVENTS is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



Date

James Anderson, Deputy City Attorney 

ORDER AUTHORIZING THE MAYOR TO EXECUTE FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE NORTH JACKSON YOUTH BASEBALL FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED IN LAKELAND PARK. (WARD 1) (HARRIS, LUMUMBA)

City of Jackson
3/2/21

WHEREAS, the North Jackson Youth Baseball has partnered with City of Jackson, Mississippi ("City") for the past fifteen (15) years as the management group for the athletic fields at Lakeland Park located at 1399 Lakeland Drive in Jackson, Mississippi; and

WHEREAS, the North Jackson Youth Baseball will provide the City proof of liability insurance in the amount of one million dollars (\$1,000,000) and will add the City as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of North Jackson Youth Baseball; and

WHEREAS, the North Jackson Youth Baseball abided by all prior mutual agreements with the City; and

WHEREAS, the North Jackson Youth Baseball shall use the fields in accordance with the rules and regulations established by its Youth Association Charter and the City.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Facility Use Agreement with North Jackson Youth Baseball for the supervision and operation of the athletic fields at Lakeland Park for the period commencing on the last date of execution of the agreement and ending on July 31, 2022, unless terminated earlier.

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

Agenda Item #21
Agenda Date: March 2, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01-07-21
DATE

	P O I N T S	C O M M E N T S																																																							
1.	Brief Description	This is a yearly contract with the North Jackson Youth Baseball Inc., for the use of athletic ball fields, at Lakeland Park, located at 1399 Lakeland Drive, for league play.																																																							
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Neighborhood Enhancement Economic Development Quality of Life																																																							
3.	Who will be affected	Youth in the area served by this youth association.																																																							
4.	Benefits	Provides youth of the City of Jackson with facilities on which they can participate in youth baseball and softball activities.																																																							
5.	Schedule (beginning date)	Upon the last date of execution of an agreement by both parties.																																																							
6.	Location: ▪ WARD ▪ CITYWIDE (<u>yes</u> or no) (area) ▪ Project limits if applicable	Ward 1																																																							
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Parks & Recreation Department																																																							
8.	COST	None																																																							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																																							
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Dept. of Parks & Recreation
Date: January 7, 2021
Re: North Jackson Youth Baseball

The attached agenda item is a Facility Use Agreement between the City and North Jackson Youth Baseball Inc., utilizing a City owned facility for baseball fields. The agreement defines the respective responsibilities of both the City and the North Jackson Youth Baseball, Inc.

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

IBHjr/pb

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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



Monica D. Allen, *City Attorney*



Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND PARK GOLF INCORPORATED ("PARK GOLF"), FIRST TEE- CENTRAL MISSISSIPPI ("FIRST TEE"), FOR USE OF BATTLEFIELD PARK AND ITS FACILITY, LOCATED AT 953 WEST PORTER STREET, JACKSON, MISSISSIPPI. (WARD 7) (HARRIS, LUMUMBA)

Handwritten signature and date: NICK... 3/2/21

WHEREAS, Park Golf Incorporated ("Park Golf"), First Tee – Central Mississippi ("First Tee"), has partnered with the City of Jackson, Mississippi ("City") to introduce the game of golf in the Metro Jackson area; and

WHEREAS, Park Golf Incorporated ("Park Golf"), First Tee – Central Mississippi ("First Tee"), will cultivate life-enhancing skills, build character and promote diversity in the game of golf, abiding by all mutual agreements with the City; and

WHEREAS, in furtherance of this goal, Park Golf Incorporated ("Park Golf"), First Tee – Central Mississippi ("First Tee"), would like to execute a Facility Use Agreement with the City of Jackson, whereby it is allowed to use Battlefield Park, located at 953 West Porter Street; and

WHEREAS, Park Golf Incorporated ("Park Golf"), First Tee – Central Mississippi ("First Tee"), will provide the City proof of liability insurance in the amount of One Million Dollars (\$1,000,000), and will add the City as an additional insured, prior to beginning program; and

WHEREAS, Park Golf Incorporated ("Park Golf"), First Tee – Central Mississippi ("First Tee"), shall operate its golf program in accordance with the rules and regulations established by the City of Jackson Pete Brown Golf Facility and Grove Park Junior Golf Program.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Facility Use Agreement with Park Golf Incorporated ("Park Golf"), First Tee – Central Mississippi ("First Tee"), for use of Battlefield Park, beginning March 2021 and ending on March 31, 2022, unless terminated earlier.

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

Agenda Item # **22**
Agenda Date: March 2, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02-17-21
DATE

POINTS		COMMENTS									
1.	Brief Description	This is a Facility Use Agreement between the City of Jackson, Mississippi and Park Golf Incorporated ("Park Golf"), First Tee-Central Mississippi ("First Tee"), for use of the Battlefield Park and its Facility, located at 953 West Porter Street, Jackson, Mississippi.									
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Neighborhood Enhancement Quality of Life									
3.	Who will be affected	Patrons participating in the Battlefield golf program.									
4.	Benefits	Teaches and promotes diversity in the game of golf.									
5.	Schedule (beginning date)	Upon Council Approval									
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 7									
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation									
8.	COST	None									
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>										
10.	EBO participation	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>

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
Office of the Mayor

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

Cc: Abram Muhammad, Deputy Director
Department of Parks & Recreation

DATE: February 17, 2021

SUBJECT: First Tee (Battlefield Park) – Facility Use Agreement

This is a Facility Use Agreement between the City of Jackson, Mississippi and Park Golf Incorporated ("Park Golf"), First Tee–Central Mississippi ("First Tee"), for use of the Battlefield Park and its Facility, located at 953 West Porter Street, Jackson, Mississippi.

The agreement defines the respective responsibilities of both the City of Jackson and Park Golf Incorporated ("Park Golf"), First Tee–Central Mississippi ("First Tee"), utilizing Battlefield Park and its Facility.

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 AUTHORIZING THE MAYOR TO EXECUTE A GOLF FACILITY AGREEMENT BETWEEN CITY OF JACKSON, MISSISSIPPI AND PARK GOLF INCORPORATED ("PARK GOLF"), FIRST TEE- CENTRAL MISSISSIPPI ("FIRST TEE"), FOR USE OF BATTLEFIELD PARK AND ITS FACILITY, LOCATED AT 953 WEST PORTER STREET, JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



Date

OFFICE OF THE CITY ATTORNEY
2/18/21

ORDER RATIFYING PAYMENT TO CENTAMAN FOR SUPPORT AND LICENSE FEE RENEWAL FOR THE JACKSON ZOO. (WARD 5) (HARRIS, LUMUMBA)

WHEREAS, CENTAMAN gives customers the power to purchase tickets and renew passes anytime, anywhere; and

WHEREAS, CENTAMAN offers ticketing services via the Jackson Zoo's call center, online store, and point of sale transactions, providing consistent interface services for all ticketing and reservation needs real-time, to include automatic waitlist options; and

WHEREAS, CENTAMAN is a full-service webstore, providing 24/7 service, which includes workflows and solutions for:

- General Admission
- Timed Tickets
- Consignment
- Special Events
- Add-On Attractions
- Season/Annual Passes
- Memberships
- Programs and Classes

WHEREAS, the Jackson Zoo and the Department of Parks and Recreation desires to ratify the renewal licensing and support for the Jackson Zoo, by honoring CENTAMAN Invoice Number SF01353, in the amount of Six Thousand, Three Hundred Three Dollars and Thirty-Three Cents (\$6,303.33); and

IT IS, THEREFORE, ORDERED that the City is hereby authorized to make payment to CENTAMAN to ratify and renew the support and license fee dues, in the amount of Six Thousand, Three Hundred Three Dollars and Thirty-Three Cents (\$6,303.33).

Agenda Item #23
Agenda Date: March 2, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02-01-21

DATE

P O I N T S		C O M M E N T S										
1.	Brief Description/Purpose	Order ratifying payment to CENTAMAN for support and license fee renewal, for the Jackson Zoo.										
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Economic Development Quality of Life										
3.	Who will be affected	The Jackson Zoo staff and patrons.										
4.	Benefits	To ensure ease of real-time purchases, online and in person.										
5.	Schedule (beginning date)	Upon City Council approval.										
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5 No										
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Jackson Zoo and the Department of Parks and Recreation.										
8.	COST	\$6,303.33										
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account: 001-498.00-6419										
10.	EBO participation	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>

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: February 1, 2021
RE: CENTAMAN Support & License Fee Renewal

Order ratifying payment to CENTAMAN for support and license fee renewal for the Jackson Zoo, in the amount of Six Thousand, Three Hundred Three Dollars and Thirty-Three Cents (\$6,303.33).

CENTAMAN main service of support, gives customers the power to purchase tickets, renew passes anytime, anywhere. Additionally, service support includes:

- General Admission
- Timed Tickets
- Consignment
- Special Events
- Add-On Attractions
- Season/Annual Passes
- Memberships
- Programs and Classes

The Department of Parks and Recreation & the Jackson Zoo, recommends that this Order is accepted.

Thank you.

IBHjr/pb

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO CENTAMAN FOR SUPPORT AND LICENSE FEE RENEWAL FOR THE JACKSON ZOO. (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



DATE

INVOICE NO.: SF01353
Invoice Date: Dec 31, 2019



Wendey Brown
City of Jackson, Jackson Zoo
P.O. Box 17
Jackson, Mississippi 39205
United States

Centaman Inc.
17 N State St Suite 1830
Chicago, IL 60602
Phone: 312-500-5657
accounts@centaman.com

INVOICE

Annual License and Support for City of Jackson, Jackson Zoo
Payment Terms: Due Upon Receipt or by Period Start Date

Item	Qty	Unit Price	Subtotal
CENTAMAN Support and License Fee From September 1st (Pro-Rata 4 months to December 2019 Cancellation)	1	\$ 3,803.33	\$ 3,803.33
License Transfer and Reactivation from Jackson Zoological Society to City of Jackson	1	\$ 2,500.00	\$ 2,500.00
Subtotal			\$ 6,303.33
Tax			\$ 0.00
Total Due			\$ 6,303.33

**** Please update mailing address if paying by check ****

PAY BY ACH/WIRE TRANSFER
Wells Fargo, 123 South Broad St. Philadelphia, PA 19103
Currency: USD
US Swift # WFBIUS6S
International Swift # BIC/WFBIUS6W
ABA/ROUTING# 121000248
ACCT# 2000047087725 – Centaman Inc.

PAY BY CHECK
Remit to:
Centaman Inc.
17 N State Street
Suite 1830
CHICAGO IL 60602

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION AND JACKSON PUBLIC SCHOOLS (JPS) TO WORK IN UNISON TO USE VARIOUS ATHLETIC FIELDS, WALKING TRAILS AND FACILITIES. (WARDS 1-7) (HARRIS, LUMUMBA)

Handwritten signature and date: 3/2/21

WHEREAS, the City of Jackson, Department of Parks and Recreation, has worked jointly with the Jackson Public Schools' Facilities and Operations Department and Athletics Department (JPS) for many years, utilizing various athletic fields, walking trails and facilities; and

WHEREAS, recently, a Keith Haring Fitness Court® was donated to be installed at the Woodrow Wilson Walking Trail, a trail owned by JPS and maintained by the City of Jackson, Department of Parks & Recreation; and

WHEREAS, the City of Jackson, Department of Parks and Recreation, also maintains other properties owned by JPS, such as Lake Hico, a Sixteenth Section Land Lease Agreement with JPS for a term of twenty (20) years, beginning June 1, 2008, and expiring June 1, 2028; and

WHEREAS, additionally, because there is not a Northwest Jackson neighborhood park, suitable for soccer programs, JPS allows the City of Jackson, Department of Parks and Recreation, to use the Callaway High School field for soccer programs; and

WHEREAS, the City of Jackson, Department of Parks and Recreation, and JPS will continue to work together to help encourage, support and offer athletic training and programs to participants of all ages.

IT IS THEREFORE ORDERED, that it is in the best interest of the City of Jackson, Department of Parks and Recreation and the Jackson Public Schools' Facilities Operations and Athletics Departments to continue to work together for the betterment of the communities and sports programs throughout the City, and are hereby authorized to execute a Memorandum of Understanding for the use of various athletic fields, walking trails, and facilities for a term expiring March 31, 2026.

Agenda Item #24
Agenda Date: March 2, 2021
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02-16-21

DATE

POINTS		COMMENTS									
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a Memorandum of Understanding (MOU) with the City of Jackson, Department of Parks and Recreation and Jackson Public Schools to work in unison to use various athletic fields, walking trails and facilities.									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Neighborhood Enhancement Quality of Life									
3.	Who will be affected	Patrons of all ages participating in various athletic and sports activities.									
4.	Benefits	Promotes and implements a variety of outdoor activities, for all to enjoy.									
5.	Schedule (beginning date)	Upon City Council approval.									
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Wards 1 - 7 Yes									
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The City of Jackson, Department of Parks and Recreation and the Jackson Public Schools (JPS), Facilities and Operations and Athletics Departments.									
8.	COST	N/A									
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A									
10.	EBO participation	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	X
		AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	X
		WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	X
		HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	X
		NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	X

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: February 16, 2021
RE: Parks & Recreation and JPS MOU

Order authorizing the Mayor to execute a Memorandum of Understanding (MOU) with the City of Jackson, Department of Parks and Recreation and Jackson Public Schools to work in unison to use various athletic fields, walking trails and facilities.

The Department of Parks and Recreation believes this MOU will encourage healthy lifestyles, and is in the best interest of the City of Jackson, Department of Parks and Recreation and the Jackson Public Schools (JPS), Facilities and Operations and Athletics Departments, so that they may continue to work together for the betterment of the communities and sports programs throughout the City.

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 AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION AND JACKSON PUBLIC SCHOOLS (JPS) TO WORK IN UNISON TO USE VARIOUS ATHLETIC FIELDS, WALKING TRAILS AND FACILITIES** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*



Date

Handwritten signature and date: 2/10/21
CITY ATTORNEY

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO STEWPOT COMMUNITY SERVICES FOR THE PURPOSE OF SUPPORTING SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR EXECUTE AN AGREEMENT WITH STEWPOT COMMUNITY SERVICES (ALL WARDS)

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended authorizes municipal governing authorities to expend monies from the general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson, Mississippi ("City") allocated monies in its budget for the 2020-21 fiscal year to be expended in the municipality for the development and the support of social and community service programs; and

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

WHEREAS, the best interest of the City of Jackson and its residents would be served by contributing matching funds to Stewpot Community Services to assist in its provision of providing shelter & other provisions for the homeless; and

WHEREAS, the Jackson City Council did authorize the sum of \$35,000.00 to be contributed to match other funds and resources to Stewpot Community Services to assist in its provision of emergency services.

IT IS THEREFORE ORDERED that matching monies in the amount of Thirty-Five Thousand Dollars (\$35,000.00) be awarded to Stewpot Community Services to provide social and community services programs pursuant to Section 21-19-65 of the Mississippi Code Annotated (1972), as amended.

IT IS FURTHER HEREBY ORDERED that the Mayor is authorized to execute an agreement with Stewpot Community Services to govern the award and receipt of the matching funds contributed.

Agenda Item #25
Agenda Date: March 2, 2021
(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2-8-2021

DATE

P O I N T S		C O M M E N T S							
1.	Brief Description/Purpose	Order authorizing the Mayor to enter into a contract with agencies for matching funds for social services programs in 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	Quality of Life							
3.	Who will be affected	Homeless individuals and the general public in the City of Jackson							
4.	Benefits	Homeless individuals, the general public, services providers, and funding agencies.							
5.	Schedule (beginning date)	Upon approval							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide							
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Human and Cultural Services Department							
8.	COST	35,000.00							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001 433 00 6742							
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	_____	

Department of Human and Cultural Services



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

MEMO

To: Chokwe Antar Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd
Director

AKK

Date: February 8, 2021

Re: ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT WITH STEWPOT COMMUNITY SERVICES INC. FOR MATCHING FUNDS FOR SOCIAL SERVICES PROGRAMS IN THE CITY OF JACKSON

This order authorizes the Mayor to enter into a contract authorizing the award of 35,000 to Stewpot Community Services Inc. In support of the provision of support services for Opportunity House Day Shelter.


If you have questions, please let me know.


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 CONTRIBUTION OF MATCHING FUNDS TO STEWPOT COMMUNITY SERVICE FOR THE PURPOSE OF SUPPORTING SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STEWPOT COMMUNITY SERVICES** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Monica Allen, Special Assistant 



Date




OFFICE OF THE CITY ATTORNEY
MAY 2 2021

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

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

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

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

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

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

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

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

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

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

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

Agenda Item #26
Agenda Date: March 2, 2021
(KIDD, LUMUMBA)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 2/5/2021

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order authorizing the Mayor to enter into a Contract between Hinds County Human Resource Agency and the City of Jackson to provide assistance in the provision of emergency assistance for eligible persons living within the City of Jackson.					
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life					
3.	Who will be affected	Economically disadvantaged persons living within the City of Jackson will be affected.					
4.	Benefits	Economically disadvantaged persons will be assisted with the provision of emergency assistance.					
5.	Schedule (Beginning date) (Completion date)	October 1, 2020					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services					
8.	COST	\$175,000.00					
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Fund 001 433 00 6739					
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 Antar Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd 
Director

Date: February 5, 2021

Re: ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO HINDS COUNTY HUMAN RESOURCE AGENCY PURSUANT TO SECTION 21-17-1(9) OF THE MISSISSIPPI CODE.

This order authorizes the contribution of matching funds in the amount of One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) to the Hinds County Human Resource Agency. The Hinds County Human Resource Agency is a public nonprofit organization which is exempt from federal income taxation pursuant to 26 USCS Section 501 (c) (3) and is eligible to received matching funds from the City because it has a Community Service Block Grant Program that provides emergency services to eligible participants. The emergency services also include assistance with the payment of utilities.

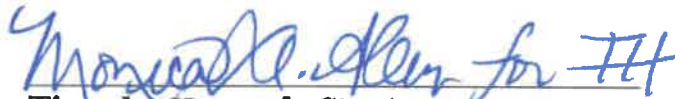

Please feel free to contact me if you have additional questions.

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 DONATION OF FUNDS TO THE HINDS COUNTY HUMAN RESOURCE AGENCY PURSUANT TO MISSISSIPPI CODE ANNOTATED SECTION 21-17-1(8) TO ASSIST IN ITS PROVISION OF EMERGENCY SERVICES is legally sufficient for placement in NOVUS Agenda.


Timothy Howard, City Attorney
Monica Allen, Special Assistant 


Date

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 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 #27
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, City Center Drugs, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that City Center Drugs is hereby (*approved*) a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 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

1/22/2021
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect three building signs totaling 184 square feet increasing the total building signage to 191 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	1200 Eastover Drive (Ward 7)	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___

Revised 2-04

Staff Recommendation: Approve


Department of Planning and Development



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: January 22, 2021

RE: Sign Variance

City Center Drugs, located at 1200 Eastover Drive #175, is requesting a variance to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

CU

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDINGS SIGNS TOTALING 184 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* CU



Date

RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1200 Eastover Dr. #175
Jackson MS 39211

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

Signage allowance is smaller than desired
signage on corner building

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: City Center Drugs

Mailing Address: 1200 Eastover Dr. #175

City: Jackson State: MS Zip: 39211

Contact Phone: 601-9168-7768 Fax: _____

Email: ch@in-elements.com

RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A + Signs & Creative

Mailing Address: 4147 Northview Dr.

City: Jackson State: MS Zip: 39206

Contact Phone: 601-355-9595 Fax: _____

Email: mfisk@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Ted Duckworth

Mailing Address: 300 E Pearl St. #200

City: Jackson State: MS Zip: 39201

Email: ted@duckworthrealty.com

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

Variance(s) \$450.00

RECEIVED

JAN 21 2021

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.

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

1200 Eastover Cir #175 Jackson, Mississippi

On this the 22nd day of DECEMBER, 2020

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. JACKWORTH

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 22nd

Day of December 2020

MY COMMISSION EXPIRES:
05/08/2023

NOTARY PUBLIC



RECEIVED

JAN 21 2021

SIGN & LICENSE DIVISION

Letter of Intent

December 12, 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: MISSISSIPPI

County of: HINDS

Sworn to and subscribed before me this the 22nd day of December ²⁰~~2019~~


Notary Public

Seal



RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

To whom it may concern:

The owner of 1250 District Blvd. E. is requesting building mounted signage for the City Center Drugs, a new drug store opening in The District at Eastover. There are multiple facades of the storefront therefore we are proposing multiple signs.

City Center Drugs is located in a CMU-1 zoning district. The allowed square footage for this zoned property is 15 sq. ft, which would result in a sign measuring approximately 3' x 5'. This size would look abnormally small for the storefront. The size restrictions pose challenges for the fabrication process as well. We are proposing signage for the two main elevations along with a one blade sign in order to advertise to potential customers on the surrounding thoroughfares, as previously seen at The Sophomore Spanish Club, Cultivation Food Hall and Fine and Dandy.

For fabrication and aesthetic purposes, we are requesting two main signs and one blade sign. The property owner is proposing multiple signs considering the scale of the storefront. Our signage proposal will meet the property owner's request for channel letters, and it will make the façade of the storefront more aesthetically pleasing.

Our suggestion is consistent with the existing signage at The District at Eastover that has already been approved by The City of Jackson.

Thank you for your consideration and time.

Ted Duckworth 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 12.22.2020

Department of Planning and Development



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

January 22, 2021

Ted Duckworth
308 E. Pearl Street
Jackson,, MS 39201

Re: City Center Drugs Sign Variance Application

Dear Mr. Duckworth:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of City Center Drugs located at 1200 Eastover Drive #175.

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 City Center Drugs is requesting to erect three building signs totaling 184 square feet increasing the total building signage to 191 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,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager
Signs & License Division



RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

Form with sections: CONTRACTOR/ERECTOR, LOCATION/ADDRESS OF SIGN, GROUND-MOUNTED, BUILDING-MOUNTED, TYPE OF LIGHTING, WORDING ON SIGN(S), ZONING CLASS, Date Inspected, APPROVED/DISAPPROVED checkboxes, and Temporary Banner/Plot Drawings/Sign Drawings checkboxes.

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

Applicant's Signature [Signature] Date 12/23/20

Sign and License Division Manager



RECEIVED

JAN 21 2021

SIGN & LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>A + Signs & Creative</u>		Business Name <u>City Center Drugs</u>	
Address <u>4171 Northview Dr.</u>		Business Address <u>1200 Eastover Dr. #175</u>	
City <u>Jackson</u> State <u>MS</u> Zip <u>39206</u>		Owner's Name <u>Edgar Marshall</u>	
Phone <u>601-355-9595</u>		Phone <u>601-960-7708</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>33725</u>			
GROUND-MOUNTED:	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>1</u>	Height <u>144"</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <u>47"</u>	UL# _____	
Length _____	Square Footage <u>464</u>	Sign Material Type: _____	
Square Footage _____	Wall Area <u>East - 433ft</u>	New face on existing aluminum	
Wind Pressure _____	<u>South 240ft</u>	blade sign w/ lighted	
Billboard <input type="checkbox"/>		channel letters	
WORDING ON SIGN(S):		ZONING CLASS: <u>CMU-1</u>	
<u>"DRUGS" & "City Center"</u>		Date Inspected: _____	
<u>mortar & pestle logo at top</u>		APPROVED <input type="checkbox"/>	
		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

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

Handwritten signature

Applicant's Signature

12/23/20

Date

Sign and License Division Manager



SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20

RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

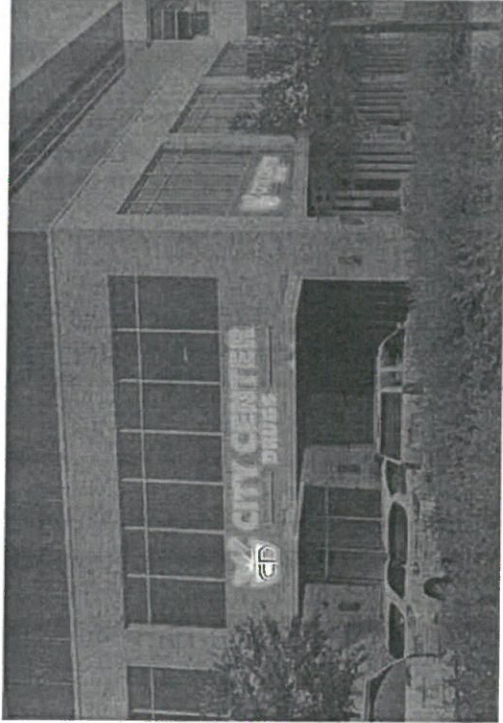


Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for it's use only.



SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Channel letters

Internally lit channel letters

Painted white with blue returns to match client specs

Approx 18.4' wide x 3.75' tall

RECEIVED

JAN 21 2021

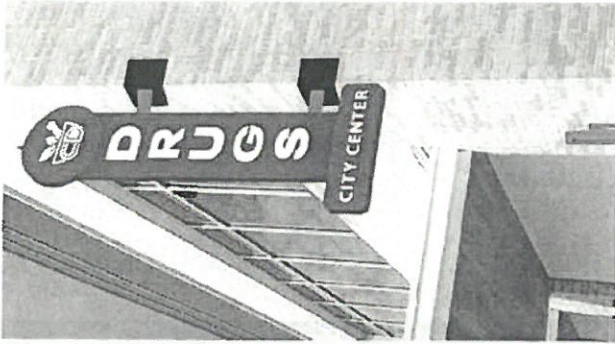
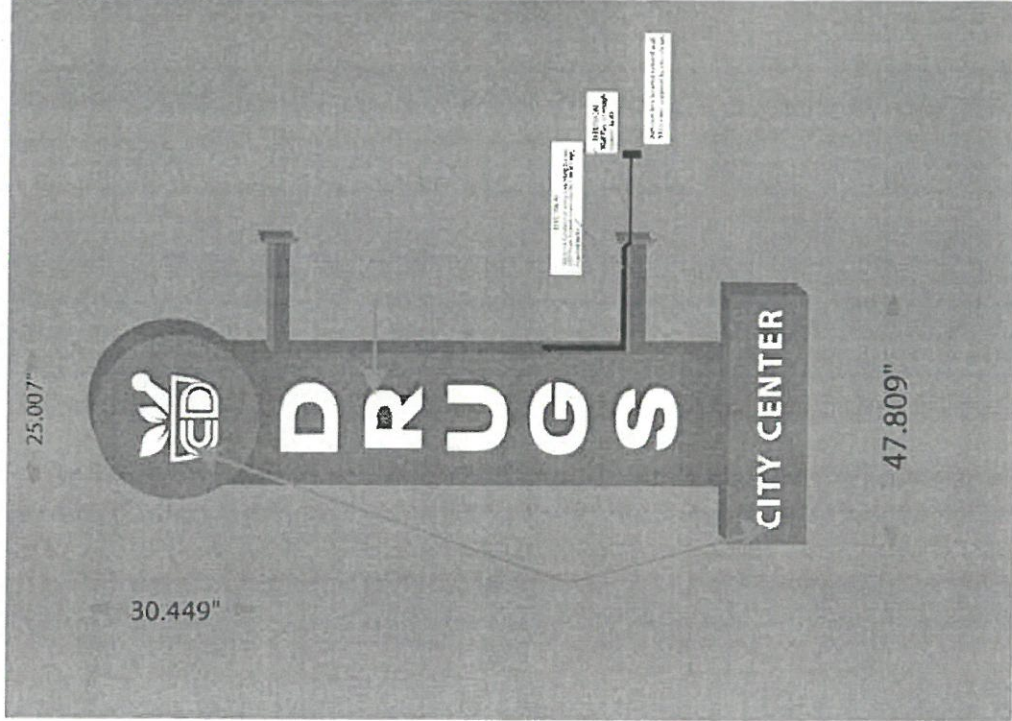
SIGNS/LICENSE DIVISION

Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

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SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Large Blade - Option 2

12' tall

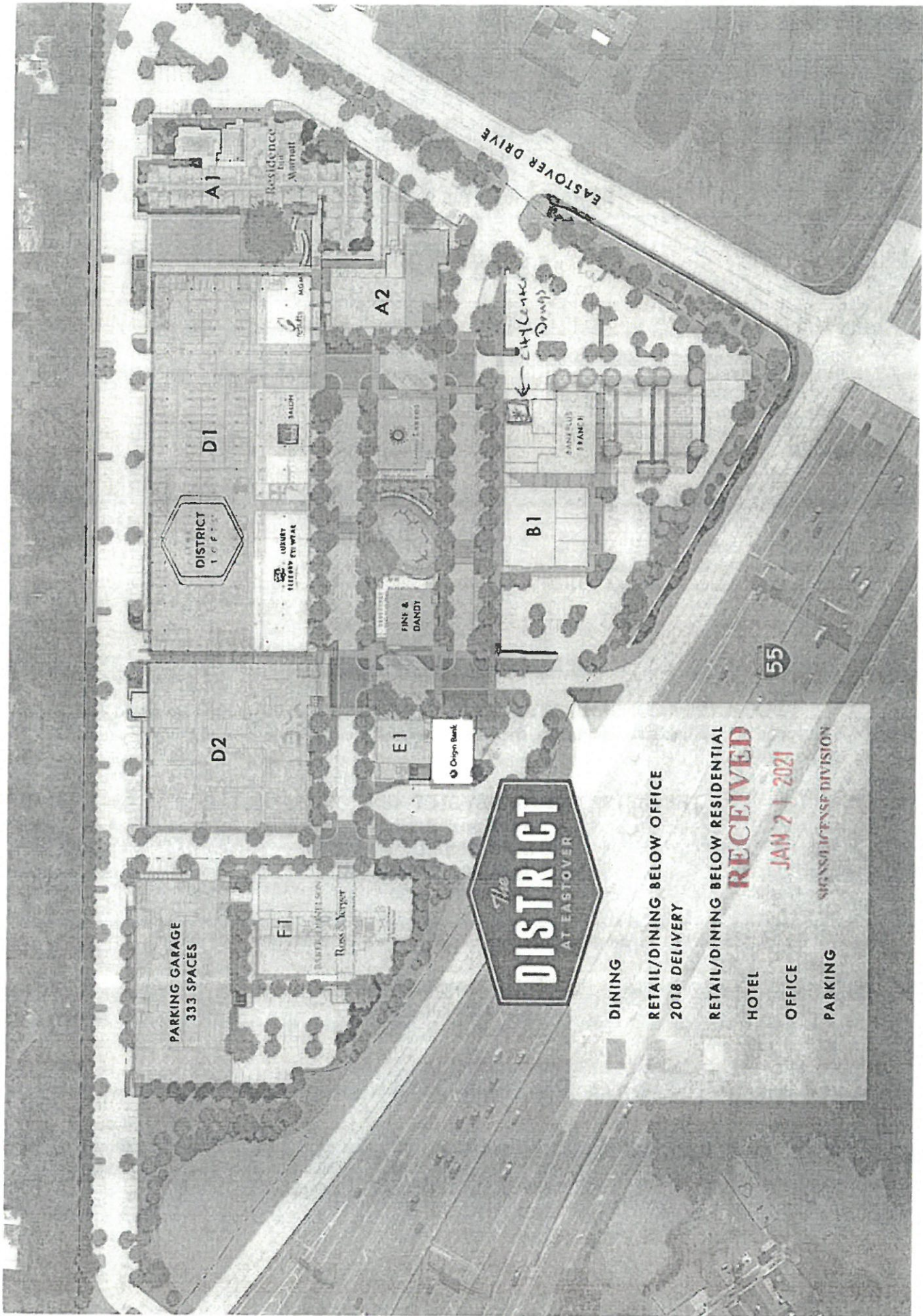
RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

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The DISTRICT
AT EASTOVER

- DINING
- RETAIL/DINING BELOW OFFICE
- 2018 DELIVERY
- RETAIL/DINING BELOW RESIDENTIAL
- HOTEL
- OFFICE
- PARKING

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JAN 21 2021

SPRINGFIELD DIVISION

Re

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JAN - 5 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6365

1528009

18/27

PREPARED BY and UPON RECORDING RETURN TO:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attn: Robert C. Hutchison (MSB #9374)
(601) 948-5711

INDEXING INSTRUCTIONS:

Lots 1, 4, 5, 6, 7, 8 and 11 of
The District at Eastover,
Plat Book 41, Page 42, First Judicial
District, Hinds County, Mississippi

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

THE DISTRICT LAND DEVELOPMENT COMPANY, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

does hereby grant, bargain, sell, convey and specially warrant unto

DISTRICT PHASE TWO, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

3796

the real property lying and being situated in the First Judicial District of Hinds County, Mississippi, more particularly described as Lots 1, 4, 5, 6, 7, 8 and 11 of The District at Eastover, a subdivision, the map or plat of which is recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of the First Judicial District of Hinds County at Jackson, Mississippi.

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JAN - 5 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6366

together with all (i) buildings, structures and improvements located on such real property, (ii) to the extent owned by Grantor, air, mineral and water rights with respect to such real property, (iii) easements benefiting such real property, and (iv) rights and appurtenances, if any, pertaining to such real property, including any right, title and interest in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is made subject to that certain Deed of Trust recorded September 23, 2014 in Book 7167 at Page 3820, as amended by that certain First Amendment to Deed of Trust recorded March 18, 2015 in Book 7174 at Page 2847, and that certain Second Amendment to Deed of Trust recorded November 20, 2015 in Book 7185 at Page 1951 on behalf of Community Trust Bank and now known as Origin Bank.

This Deed is made and accepted expressly subject to the matters set forth in Exhibit A attached hereto and made a part hereof for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

[Signatures follow on next page]

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JAN - 5 2015

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6367

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 2nd day of December, 2015.

GRANTOR:

The District Land Development Company, LLC,
a Mississippi limited liability company

By: The District Management Co., LLC,
its Manager

By: *Breck R. Hines*
Breck R. Hines, Manager

STATE OF MISSISSIPPI §
COUNTY OF HINDS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2nd day of December, 2015, within my jurisdiction, the within named Breck R. Hines who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of said entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand, at office, this 2nd day of December, 2015.

[Signature]
Notary Public

My Commission Expires:

(SEAL)



RECEIVED

MAR - 5 2016

MISSISSIPPI LICENSE DIVISION

EXHIBIT "A" BOOK 7186 PAGE 6368
Permitted Exceptions

1. Taxes and assessments for the year 2015 and all subsequent years, not yet due and payable.
2. Any mineral or mineral rights leased, granted or retained by current or prior owners.
3. The proceeds of any tax increment financing which includes the Property shall be exclusively for the benefit of the Grantor or its affiliates and designees and not Purchaser.
4. Release of damages contained in Release recorded in Book 346 at Page 349.
5. Release of damages in that certain conveyance by the Mississippi School for the Blind to the State Highway Commission of Mississippi, recorded in Book 1156, Page 290, dated June 26, 1959.
6. Release of damages in that certain conveyance by the State Building Commission of Mississippi to the State Highway Commission of Mississippi, recorded in Book 1176, Page 61, dated September 28, 1959.
7. First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7150 at Page 4810, filed September 11, 2013.
8. First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7163 at Page 274, filed May 20, 2014.
9. Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7171 at Page 4361, filed on December 31, 2014, as re-recorded in Book 7171 at Page 9772, filed March 10, 2015.
10. Third Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7175, Page 7075, filed May 20, 2015.
11. Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7183 at Page 2527, filed October 22, 2015.
12. All matters shown on that certain plat of The District at Eastover recorded December 15, 2014 in Plat Book 41 at Page 42 and Plat Cabinet D, Slots 125 and 126.

28743423v3

STATE OF MISSISSIPPI
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT
2016 MAR 10 PM 3:03
BOOK 7186
PAGE 6365
EDDIE JEAN CARR
CHANCERY CLERK

RECEIVED

12/16/2020

PROPERTY TAX DIVISION

Real Property Billing Roll

Parcel Number 451-8-6		Tax Year 2020		<input checked="" type="radio"/> Landroll Detail
Tax District R93		Mortgage Info 000		<input checked="" type="radio"/> Gis Map
Name DISTRICT PHASE TWO LLC ETAL ATTN: BRECK R HINES 308 E PEARL ST STE 200 JACKSON MS 39201 Location 100 DISTRICT BLVD Legal Description LOT 5 THE DISTRICT AT EASTOVER		Values True 6,402,130 Assessed 960,320 Homestead Exemption Accounts 0 Regular 0 Special 0 Taxes Due State/County 39,862.88 Municipal 1 60,528.97 Separate School Dist. 101 83,326.97 MS1 0 0.00 MS2 0 0.00 Landscape Imp. Dist. Less Homestead Exemption 0.00 ** Total Taxes ** 183,718.82 Total Paid 0.00 Fees 0.00 Tax Amount Now Due 183,718.82 Total Penalty Due 0.00 Net Amount Due 12/16/2020 183,718.82		
Acreage Info. Cultivated Acres 0.00 Uncultivated Acres 0.00				
Payments Date Amount Int./Fees Amount Due Over \$10,000.00 Can Not Be Paid Online				

[Back](#) [Search](#)

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 194 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)

Text
2/19/21
COUNCIL ATTORNEY
Ca

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

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

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

WHEREAS, said variance application shall also demonstrate that:

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

Agenda Item #28
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, City Center Drugs, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that City Center Drugs is hereby (*denied*) a variance from the Sign Ordinance regulations to erect three building signs totaling 184 square feet increasing the total building signage to 191 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

1/22/2021

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect three building signs totaling 184 square feet increasing the total building signage to 191 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	1200 Eastover Drive (Ward 7)	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

Revised 2-04

Staff Recommendation: Approve


Department of Planning and Development



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: January 22, 2021

RE: Sign Variance

City Center Drugs, located at 1200 Eastover Drive #175, is requesting a variance to erect three building signs totaling 184 square feet increasing the total building signage to 191 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CITY CENTER DRUGS TO ERECT THREE BUILDING SIGNS TOTALING 194 SQUARE FEET INCREASING THE TOTAL BUILDING SIGNAGE TO 191 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7), legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

2/8/21

Date

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JAN 21 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1200 Eastover Dr. #175
Jackson MS 39211

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

signage allowance is smaller than desired
signage on corner building

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: City Center Drugs

Mailing Address: 1200 Eastover Dr. #175

City: Jackson State: MS Zip: 39211

Contact Phone: 601-968-7768 Fax: _____

Email: ch@in-elements.com

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JAN 21 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A + Signs & Creative

Mailing Address: 4147 Northview Dr.

City: Jackson State: MS Zip: 39206

Contact Phone: 601-355-9595 Fax: _____

Email: mfisk@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Ted Duckworth

Mailing Address: 308 E. Pearl St. #200

City: Jackson State: MS Zip: 39201

Email: ted@duckworthrealty.com

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

_____ Variance(s) \$450.00

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JAN 21 2021

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.



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

1200 Eastover Dr. #175 Jackson, Mississippi

On this the 22nd day of DECEMBER, 2020.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. MCKNIGHT

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 22nd

Day of December, 2020.

MY COMMISSION EXPIRES:

05/08/2023


NOTARY PUBLIC

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JAN 21 2021

Letter of Intent

SIGN/LICENSE DIVISION

December 12, 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: MISSISSIPPI

County of: HINDS

Sworn to and subscribed before me this the 22nd day of December 2019


Notary Public

Seal _____



RECEIVED

JAN 21 2021

SIGNS/LICENSE DIVISION

To whom it may concern:

The owner of 1250 District Blvd. E. is requesting building mounted signage for the City Center Drugs, a new drug store opening in The District at Eastover. There are multiple facades of the storefront therefore we are proposing multiple signs.

City Center Drugs is located in a CMU-1 zoning district. The allowed square footage for this zoned property is 15 sq. ft, which would result in a sign measuring approximately 3' x 5'. This size would look abnormally small for the storefront. The size restrictions pose challenges for the fabrication process as well. We are proposing signage for the two main elevations along with a one blade sign in order to advertise to potential customers on the surrounding thoroughfares, as previously seen at The Sophomore Spanish Club, Cultivation Food Hall and Fine and Dandy.

For fabrication and aesthetic purposes, we are requesting two main signs and one blade sign. The property owner is proposing multiple signs considering the scale of the storefront. Our signage proposal will meet the property owner's request for channel letters, and it will make the façade of the storefront more aesthetically pleasing.

Our suggestion is consistent with the existing signage at The District at Eastover that has already been approved by The City of Jackson.

Thank you for your consideration and time.

Ted Duckworth 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 12.22.2020

Department of Planning and Development



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

January 22, 2021

Ted Duckworth
308 E. Pearl Street
Jackson,, MS 39201

Re: City Center Drugs Sign Variance Application

Dear Mr. Duckworth:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of City Center Drugs located at 1200 Eastover Drive #175.

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 City Center Drugs is requesting to erect three building signs totaling 184 square feet increasing the total building signage to 191 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,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager
Signs & License Division



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JAN 21 2021

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

Form with sections: CONTRACTOR/ERECTOR, LOCATION/ADDRESS OF SIGN, GROUND-MOUNTED, BUILDING-MOUNTED, TYPE OF LIGHTING, WORDING ON SIGN(S), ZONING CLASS, Date Inspected, APPROVED, DISAPPROVED, Temporary Banner, Plot Drawings, Sign Drawings.

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

Signature of Applicant

Applicant's Signature

Date: 12/23/20

Date

Sign and License Division Manager



RECEIVED

JAN 21 2021

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:

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

Signature of Applicant

Date: 12/23/20

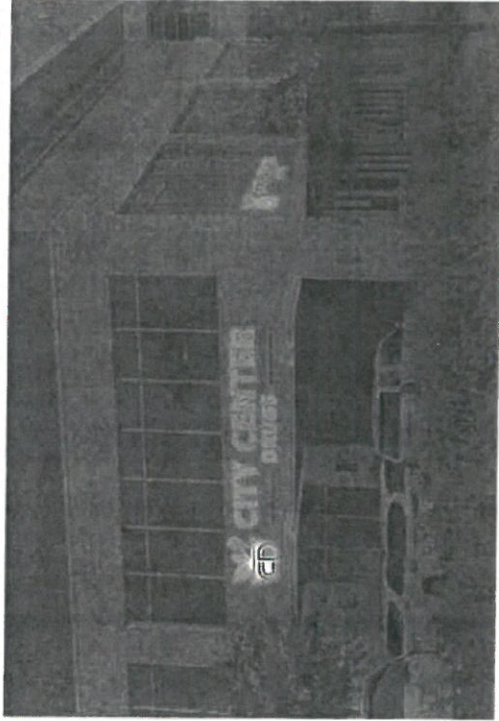
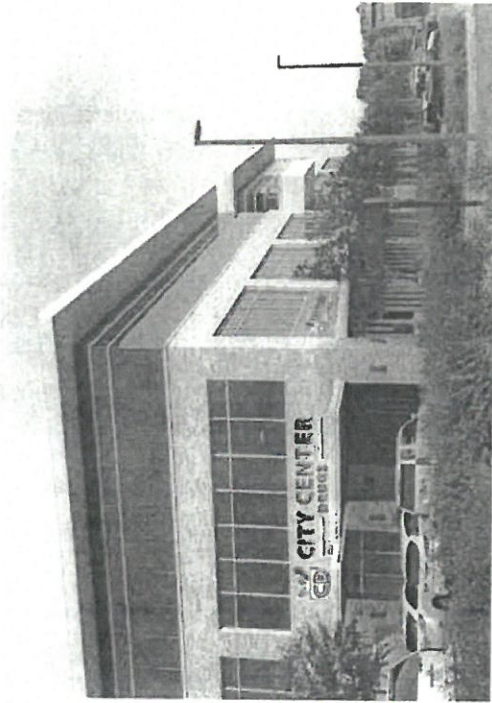
Applicant's Signature

Date

Sign and License Division Manager



SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Channel letters

Internally lit channel letters

Painted white with blue returns to match client specs

Approx 18.4' wide x 3.75' tall

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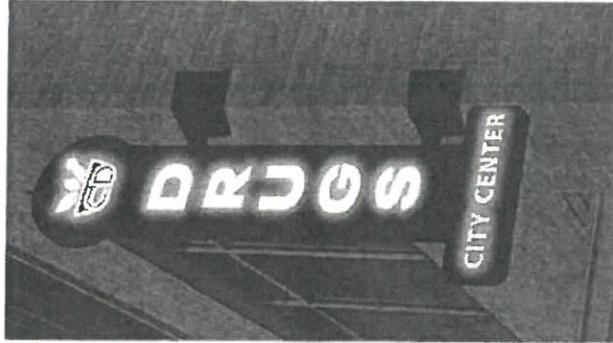
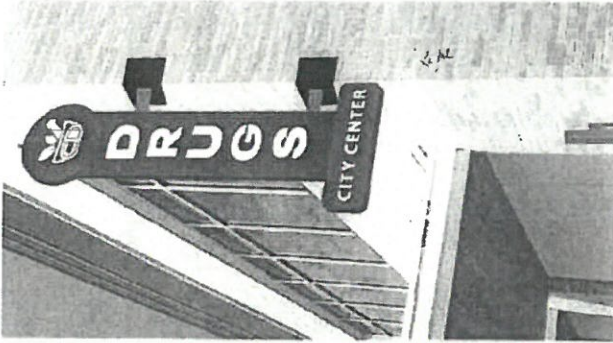
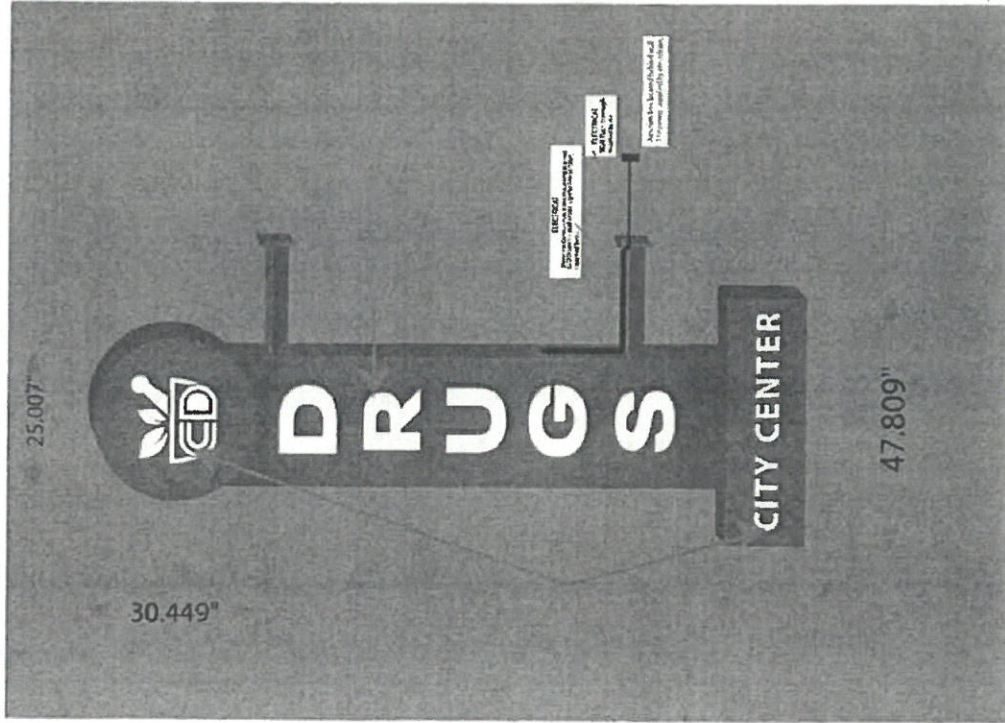
SIGNS/LICENSE DIVISION

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SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20



Large Blade - Option 2

12' tall

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JAN - 5 2021

SIGNS/LICENSE DIVISION

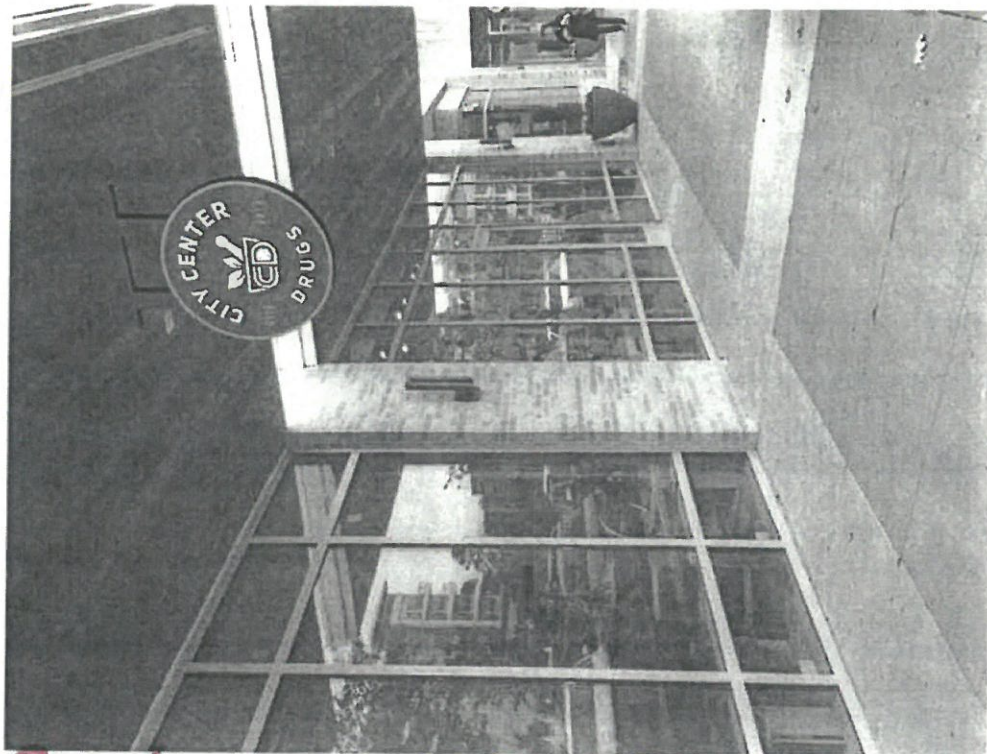
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SIGN PROOF FOR APPROVAL
Casey Jennings / 12-2-20

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JAN - 5 2021
LICENSE DIVISION



Circular Blade

32" diameter

1.5" thick double sided HDU

vinyl color mated to client specs on face

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JAN - 5 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6365

1528009

PREPARED BY and UPON RECORDING RETURN TO:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attn: Robert C. Hutchison (MSB #9374)
(601) 948-5711

INDEXING INSTRUCTIONS:

Lots 1, 4, 5, 6, 7, 8 and 11 of
The District at Eastover,
Plat Book 41, Page 42, First Judicial
District, Hinds County, Mississippi

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

THE DISTRICT LAND DEVELOPMENT COMPANY, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

does hereby grant, bargain, sell, convey and specially warrant unto

DISTRICT PHASE TWO, LLC

Attn: Breck R. Hines
308 E. Pearl Street, Suite 200
Jackson, MS 39201
(601) 914-0800

the real property lying and being situated in the First Judicial District of Hinds County, Mississippi, more particularly described as Lots 1, 4, 5, 6, 7, 8 and 11 of The District at Eastover, a subdivision, the map or plat of which is recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of the First Judicial District of Hinds County at Jackson, Mississippi.

RECEIVED

JAN 5 2021

SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6366

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This conveyance is made subject to that certain Deed of Trust recorded September 23, 2014 in Book 7167 at Page 3820, as amended by that certain First Amendment to Deed of Trust recorded March 18, 2015 in Book 7174 at Page 2847, and that certain Second Amendment to Deed of Trust recorded November 20, 2015 in Book 7185 at Page 1951 on behalf of Community Trust Bank and now known as Origin Bank.

This Deed is made and accepted expressly subject to the matters set forth in Exhibit A attached hereto and made a part hereof for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

[Signatures follow on next page]

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SIGNS/LICENSE DIVISION

BOOK 7186 PAGE 6367

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 2nd day of December, 2015.

GRANTOR:

The District Land Development Company, LLC,
a Mississippi limited liability company

By: The District Management Co., LLC,
its Manager

By: Breck R. Hines
Breck R. Hines, Manager

STATE OF MISSISSIPPI §
COUNTY OF HINDS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2nd day of December, 2015, within my jurisdiction, the within named Breck R. Hines who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of said entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand, at office, this 2nd day of December, 2015.

[Signature]
Notary Public

My Commission Expires:

(SEAL)



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EXHIBIT "A" BOOK 7186 PAGE 6368
Permitted Exceptions

1. Taxes and assessments for the year 2015 and all subsequent years, not yet due and payable.
2. Any mineral or mineral rights leased, granted or retained by current or prior owners.
3. The proceeds of any tax increment financing which includes the Property shall be exclusively for the benefit of the Grantor or its affiliates and designees and not Purchaser.
4. Release of damages contained in Release recorded in Book 346 at Page 349.
5. Release of damages in that certain conveyance by the Mississippi School for the Blind to the State Highway Commission of Mississippi, recorded in Book 1156, Page 290, dated June 26, 1959.
6. Release of damages in that certain conveyance by the State Building Commission of Mississippi to the State Highway Commission of Mississippi, recorded in Book 1176, Page 61, dated September 28, 1959.
7. First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7150 at Page 4810, filed September 11, 2013.
8. First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover, recorded in Book 7163 at Page 274, filed May 20, 2014.
9. Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7171 at Page 4361, filed on December 31, 2014, as re-recorded in Book 7171 at Page 9772, filed March 10, 2015.
10. Third Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7175, Page 7075, filed May 20, 2015.
11. Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the District at Eastover, recorded in Book 7183 at Page 2527, filed October 22, 2015.
12. All matters shown on that certain plat of The District at Eastover recorded December 15, 2014 in Plat Book 41 at Page 42 and Plat Cabinet D, Slots 125 and 126.

28743423v3

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT
2016 MAR 10 PM 3:03
BOOK 7186
PAGE 6365
EDDIE JEAN CARR
CHANCERY CLERK

Real Property Billing Roll

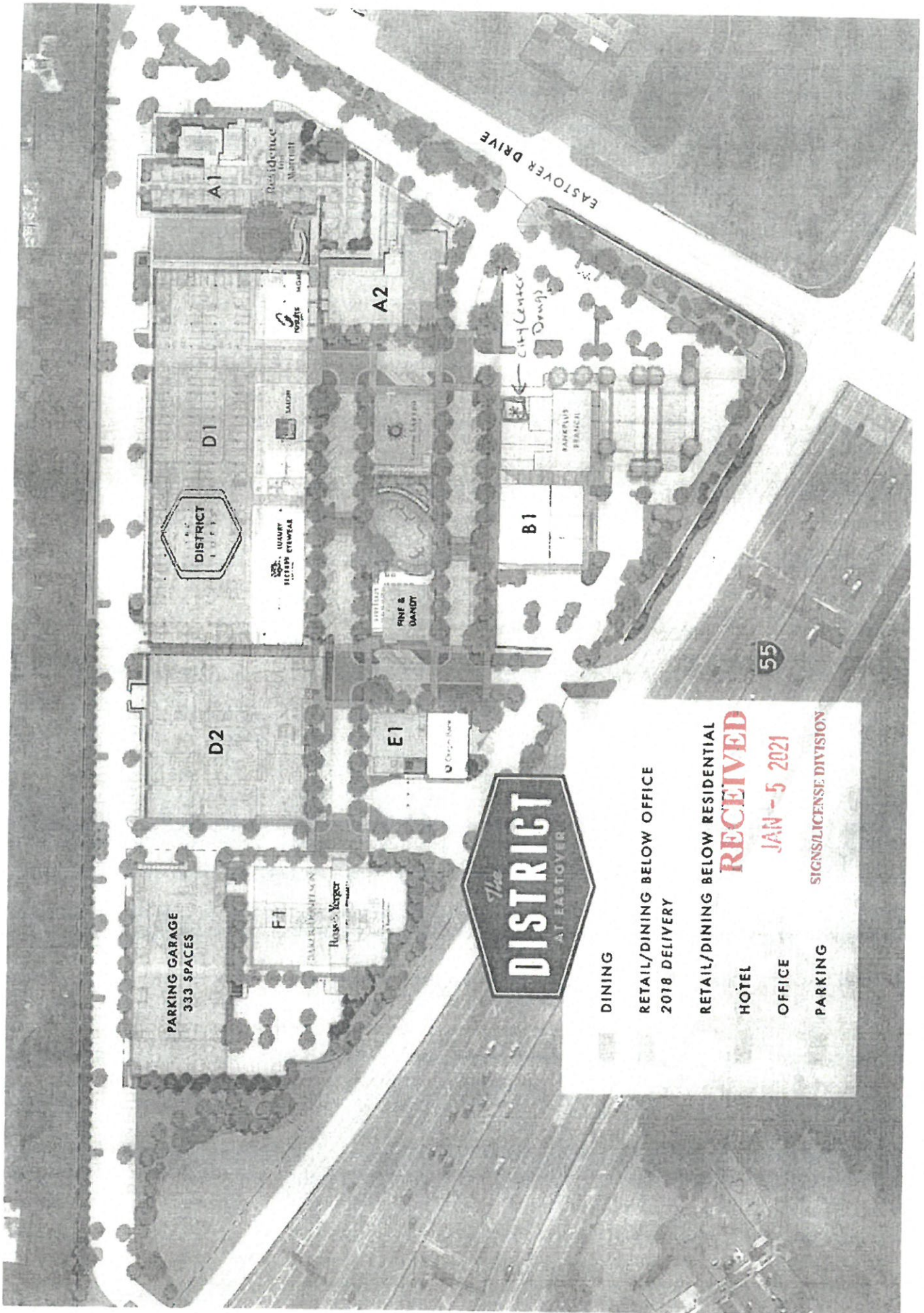
Parcel Number 451-8-6 Tax District R93	Tax Year 2020 Mortgage Info 000	<input checked="" type="radio"/> Landroll Detail <input checked="" type="radio"/> Gis Map																																																															
Name DISTRICT PHASE TWO LLC ETAL ATTN: BRECK R HINES 308 E PEARL ST STE 200 JACKSON MS 39201 Location 100 DISTRICT BLVD Legal Description LOT 5 THE DISTRICT AT EASTOVER	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right;">Values</td> <td></td> </tr> <tr> <td>True</td> <td></td> <td style="text-align: right;">6,402,130</td> </tr> <tr> <td>Assessed</td> <td></td> <td style="text-align: right;">960,320</td> </tr> <tr> <td colspan="2" style="text-align: right;">Homestead Exemption</td> <td></td> </tr> <tr> <td>Accounts</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Regular</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Special</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="2" style="text-align: right;">Taxes Due</td> <td></td> </tr> <tr> <td>State/County</td> <td></td> <td style="text-align: right;">39,862.88</td> </tr> <tr> <td>Municipal 1</td> <td></td> <td style="text-align: right;">60,528.97</td> </tr> <tr> <td>Separate School Dist. 101</td> <td></td> <td style="text-align: right;">83,326.97</td> </tr> <tr> <td>MS1 0</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>MS2 0</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Landscape Imp. Dist.</td> <td></td> <td></td> </tr> <tr> <td>Less Homestead Exemption</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">** Total Taxes **</td> <td style="text-align: right;">183,718.82</td> </tr> <tr> <td>Total Paid</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Fees</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Tax Amount Now Due</td> <td></td> <td style="text-align: right;">183,718.82</td> </tr> <tr> <td>Total Penalty Due</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Net Amount Due 12/16/2020</td> <td></td> <td style="text-align: right;">183,718.82</td> </tr> </table>		Values			True		6,402,130	Assessed		960,320	Homestead Exemption			Accounts		0	Regular		0	Special		0	Taxes Due			State/County		39,862.88	Municipal 1		60,528.97	Separate School Dist. 101		83,326.97	MS1 0		0.00	MS2 0		0.00	Landscape Imp. Dist.			Less Homestead Exemption		0.00	** Total Taxes **		183,718.82	Total Paid		0.00	Fees		0.00	Tax Amount Now Due		183,718.82	Total Penalty Due		0.00	Net Amount Due 12/16/2020		183,718.82
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Amount Due Over \$10,000.00 Can Not Be Paid Online																																																																	

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The
DISTRICT
AT EASTOVER

DINING
RETAIL/DINING BELOW OFFICE
2018 DELIVERY
RETAIL/DINING BELOW RESIDENTIAL
RECEIVED
HOTEL
OFFICE
PARKING
JAN - 5 2021
SIGNS/LICENSE DIVISION

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR BKD CPAS AND ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)

OFFICE OF THE CITY ATTORNEY
CITY OF JACKSON, MISSISSIPPI

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 #29
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, BKD CPAs & Advisors, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that BKD CPAs & Advisors is hereby (*approved*) a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 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

1/19/21
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect an additional 13 square foot building sign bringing the total building signage to 26 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	1400 Meadowbrook Rd. (Ward 7)	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

Revised 2-04

Staff Recommendation: Approve

Department of Planning and Development



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

MEMORANDUM

TO: *JH* Mayor Chokwe Antar Lumumba
FROM: Jordan Hillman, Director
Department of Planning & Development
DATE: January 19, 2021
RE: Sign Variance

BKD CPAs & Advisors, located at 1400 Meadowbrook Road, is requesting a variance to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

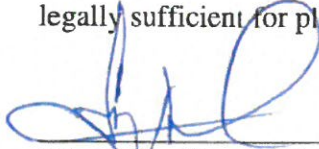
Office of the City Attorney


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

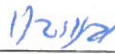
OFFICE OF THE CITY ATTORNEY
7-98
Voted

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR BKD CPAS ANDD ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 SQUARE FEET WITH A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney 



Date

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SIGNS/LICENSE DIVISION

Paid \$450.00 ck 4097
1-28-21 ~~re~~

FOR OFFICE USE ONLY

CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1400 Meadowbrook Rd
Jackson, MS 39211

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

To provide tenants w/ a secondary sign facing the interstate to increase visibility and match design of other nearby buildings w/ two signs

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: BKD CPAs + Advisors

Mailing Address: 1400 Meadowbrook Road

City: Jackson State: MS Zip: 39211

Contact Phone: 601 368 1150 Fax: _____

Email: bjones@bkad.com

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SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A+ Signs + Creative
Mailing Address: 4147 A Northview Dr
City: Jackson State: MS Zip: 39206
Contact Phone: (601) 355-4595 Fax: _____
Email: jwebb@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Park Central LLC + Park Central II LLC
Mailing Address: 361 Township Ave. Suite 200
City: Ridgeland State: MS Zip: 39157
Email: bgnesbit@kerioth.com

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

Variance(s) \$450.00

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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.

Bryon G. Nesbit, Bryon G. Nesbit, co agent for Pak Contract II, LLC

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

1400 Meadowbrook Rd

Jackson, Mississippi

On this the 15th day of December, 2020

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named

Bryon G. Nesbit

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 15
Day of December, 2020

MY COMMISSION EXPIRES
7-19-24

Jeanee Glover
NOTARY PUBLIC



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SIGNS/LICENSE DIVISION

Letter of Intent

12/15/20

City of Jackson, Mississippi
Department of Planning and Development
Sign and License Division
200 South President Street
PO Box 17
Jackson, MS 39208-0017

State of *MS*

County of *Madison*

Sworn to and subscribed before me this the *15* day of *December* ~~2014~~ *2020*

Jeanne Glover
Notary Public *exp 4/19/24* Seal



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SIGNS/LICENSE DIVISION

To whom it may concern

The owner of 1400 Meadowbrook Rd is requesting an additional sign to be added to the West elevation of the building for their tenant, BKD CPA's and Advisors. There are multiple facades of the building, with the south elevation already being permitted for a sign.

1400 Meadowbrook Rd is located in a CMU-1 zoning district. The allowance for signage in this zoning district is one sign at 15 square feet. While the sizing is appropriate for the proposed signage, we would like to add a second sign to the building. The building faces two large thoroughfares, including Interstate 55 and Meadowbrook Rd, and the client would like to be visible to both of these roadways. The proposed signage we are requesting will only be signage permitted for the South Elevation.

The signage we are proposing will be aesthetically pleasing and consistent with the signage already approved by The City of Jackson in this area.

Thank you for your consideration and time.

Bryan Nesbit, of Park Central LLC and Park Central II LLC hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.



Date

12/15/20

Department of Planning and Development



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

January 19, 2021

Park Central LLC & Park Central II LLC
Bryon G. Nesbit
361 Township Ave., Suite 200
Ridgeland, MS 39157

Re: BKD CPA's & Advisors Sign Variance Application

Dear Mr. Nesbit:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of BKD CPA's & Advisors located at 1400 Meadowbrook 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 BKD CPA's & Advisors is requesting to erect an additional 13 square foot building sign bringing the total building signage to 26 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

**CITY OF JACKSON
ZONING DIVISION**

Date 1/7/2021

Zone C-1

Approved By [Signature]

Note _____



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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:

<p>CONTRACTOR/ERECTOR:</p> <p>Name <u>At Signs + Creative</u> Address <u>4147-A Northview Dr</u> City <u>Jackson</u> State <u>MS</u> Zip <u>39206</u> Phone <u>601-355-9595</u> Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> City of Jackson Privilege License # <u>33725</u></p>		<p>LOCATION/ADDRESS OF SIGN:</p> <p>Business Name <u>BKD CPAs + Advisors</u> Business Address <u>1400 Meadowbrook Rd</u> Owner's Name <u>Bryan Nesbit / Park Central</u> Phone <u>601-368-9950</u> Privilege License # <u>Applied for</u></p>	
<p>GROUND-MOUNTED:</p> <p>Overall Height _____ Height _____ Length _____ Square Footage _____ Wind Pressure _____ Billboard <input type="checkbox"/></p>	<p>BUILDING-MOUNTED:</p> <p>Height <u>22" west elev</u> Length <u>86'2" west elev</u> Square Footage <u>13 sq ft</u> Wall Area <u>5500 sq ft west elev</u></p>	<p>TYPE OF LIGHTING:</p> <p>Internal <input checked="" type="checkbox"/> External <input type="checkbox"/> UL# _____ Sign Material Type <u>aluminum latex paint, LEDs</u></p>	
<p>WORDING ON SIGN(S):</p> <p><u>BKD CPAs + Advisors</u></p>		<p>ZONING CLASS: <u>CMU-1</u></p> <p>Date Inspected _____</p> <p>APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/></p>	
<p>Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/></p>			

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

[Signature]
Applicant's Signature

12/15/20
Date

[Signature]
Sign and License Division Manager



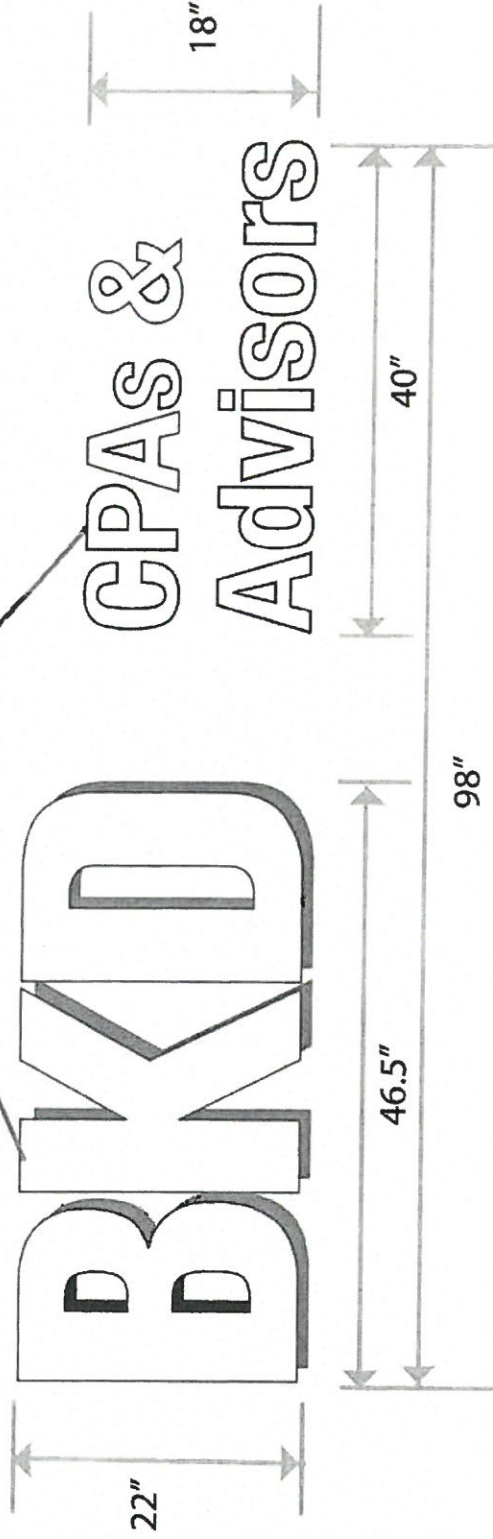
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15h-20

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SIGNS/LICENSE DIVISION

Face lighted channel letters.
Ivory acrylic faces, 5" deep returns painted
duranodic bronze, internally lighted with LED's



Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for its use only.



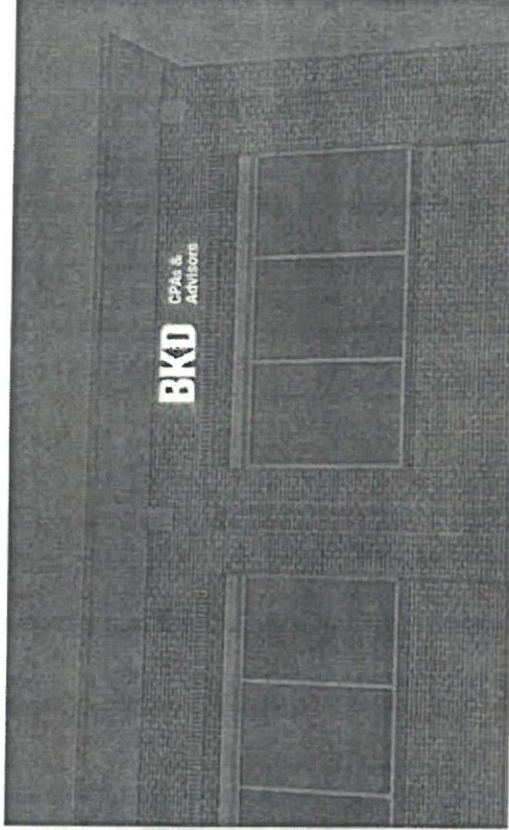
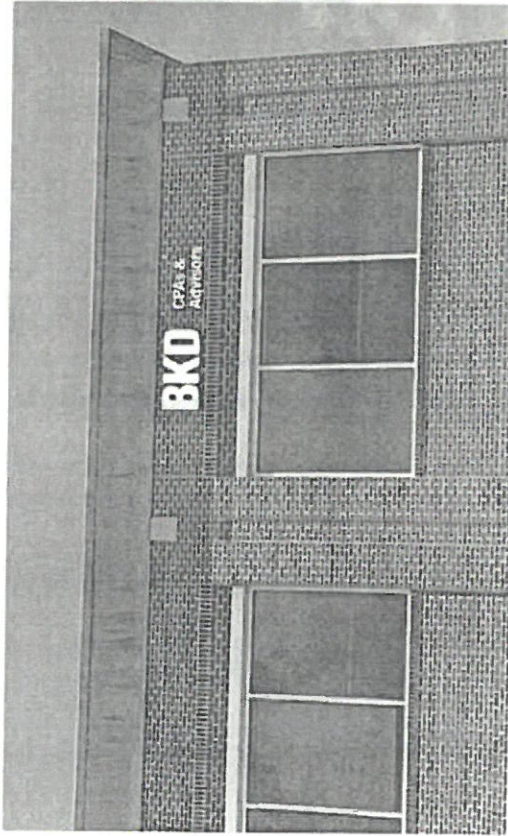
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15-20

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SIGNS/LICENSE DIVISION

West Elevation



Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for its use only.

Landroll Detail

Parcel Number		Map Reference Number	
452-3		538.00 1 148.00	
Subdivision No. STR		Homestead Exemption Account Numbers	
Assessed Owner		Assessed Values	
PARK CENTRAL II LLC		Land Value	29,795
4266 I 55 NORTH SUITE 106		Improvement Value	422,832
JACKSON MS 39211		Total	452,627
Location		Appraised Values	
1400 MEADOWBROOK RD		Land Value	198,630
Legal Description		Improvement Value	2,818,880
107 FT N/S RD X 212.5 FT N & SF OF		Total	3,017,510
ARMSTRONG MID PT S END SF 1/4 NW 1/4 SEC 24		Building Info.	
T6 R1E		Type	OFF
Acreage Info.		Base Area	18,480
Cultivated Acres	0.00	Adjusted Area	57,227
Uncultivated Acres	0.00	Year Built	2005
		Deed Info.	
		Book & Page	6378-0446
		Date	10/31/2005

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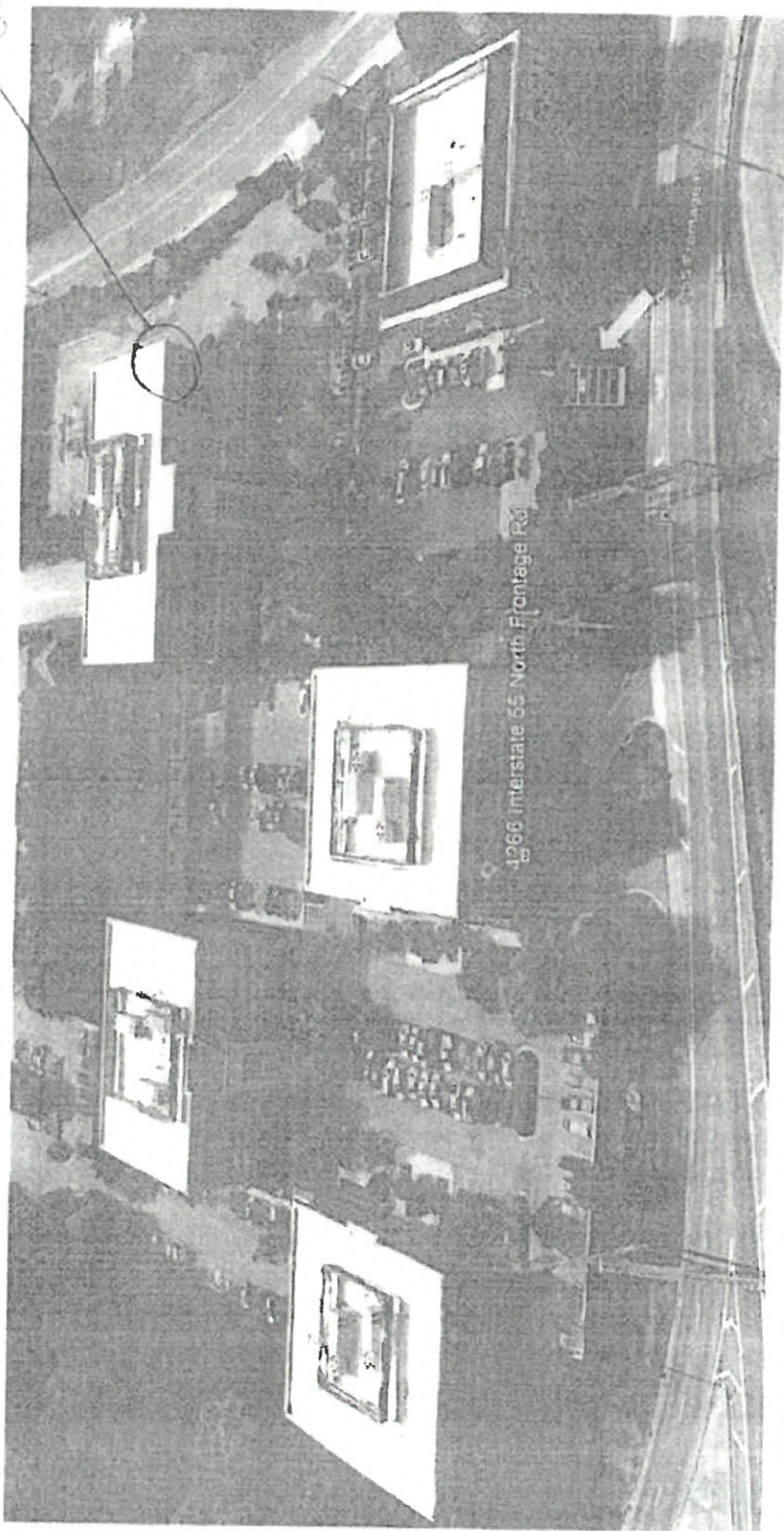
SIGNS/LICENSE DIVISION

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SIGNS/LICENSE DIVISION

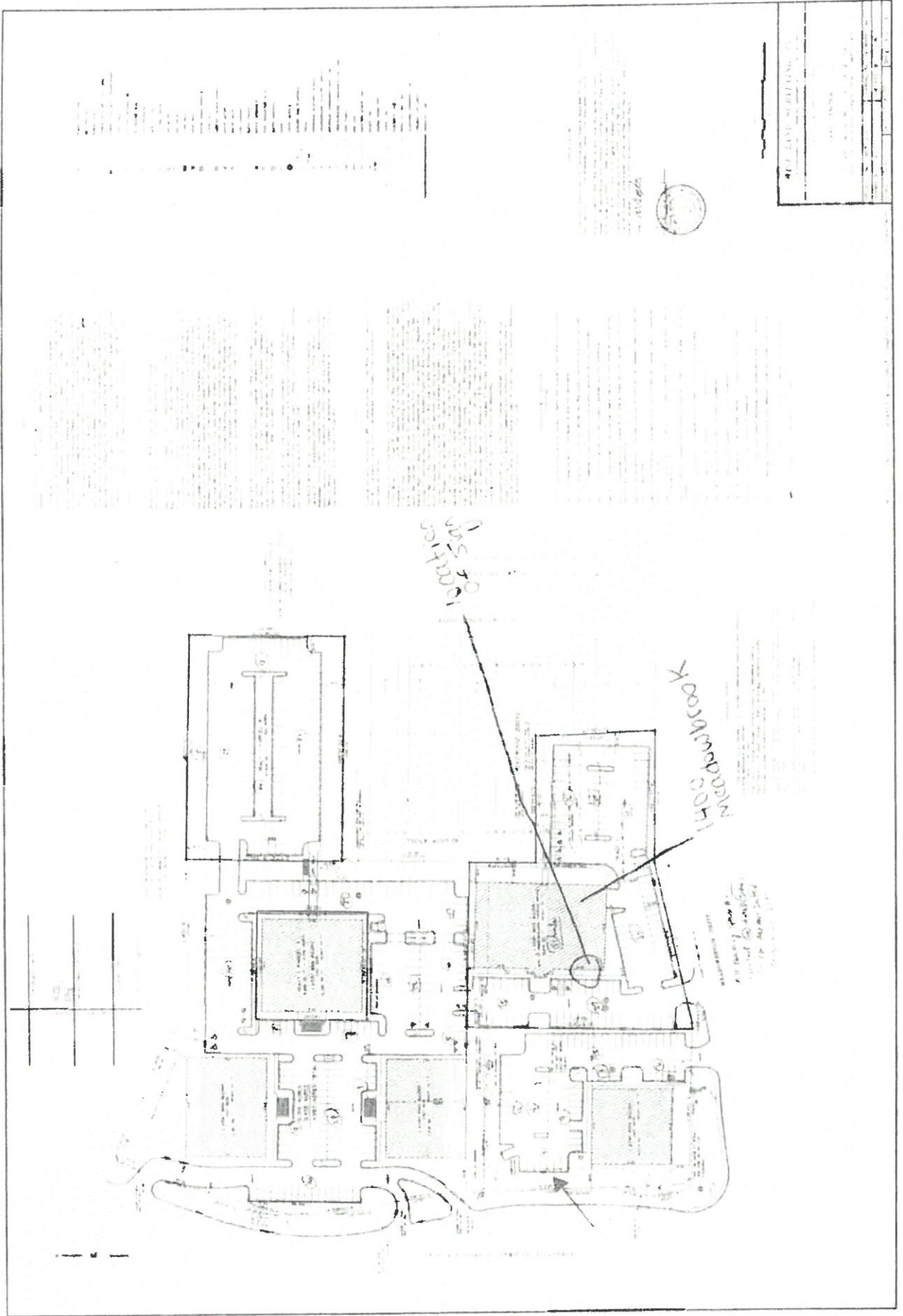
Location of sign



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SIGNS/LICENSE DIVISION



CU

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR BKD CPAS AND ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 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 #30
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)

WHEREAS, BKD CPAs & Advisors, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that BKD CPAs & Advisors is hereby (*denied*) a variance from the Sign Ordinance regulations to erect an additional 13 square foot building sign bringing the total building signage to 26 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

1/19/21

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect an additional 13 square foot building sign bringing the total building signage to 26 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	1400 Meadowbrook Rd. (Ward 7)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

Revised 2-04

Staff Recommendation: Approve


Department of Planning and Development



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: January 19, 2021

RE: Sign Variance

BKD CPAs & Advisors, located at 1400 Meadowbrook Road, is requesting a variance to erect an additional 13 square foot building sign bringing the total building signage to 26 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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
Cc

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR BKD CPAS ANDD ADVISORS TO ERECT AN ADDITIONAL 13 SQUARE FOOT BUILDING SIGN BRINGING THE TOTAL BUILDING SIGNAGE TO 26 SQUARE FEET WITH A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Cb

1/21/21

Date

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JAN - 5 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 1400 Meadowbrook Rd
Jackson, MS 39211

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

To provide tenants w/ a secondary sign facing the interstate to increase visibility and match design of other nearby buildings w/ two sign

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: BKD CPA's + Advisors

Mailing Address: 1400 Meadowbrook Road

City: Jackson State: MS Zip: 39211

Contact Phone: 601 368 9950 Fax:

Email: bygnestbit@kerieth.com

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SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: A+ Signs + Creative
Mailing Address: 4147 A Northview Dr
City: Jackson State: MS Zip: 39206
Contact Phone: 601-355-9595 Fax: _____
Email: jwebb@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Park Central LLC + Park Central II LLC
Mailing Address: 361 Township Ave, Suite 200
City: Ridgeland State: MS Zip: 39157
Email: bgoesbit@kerioth.com

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

Variance(s) \$450.00

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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.

Bryan G. Nesbit, as agent for Park Central II, LLC

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

1400 Meadowbrook Rd

Jackson, Mississippi

On this the 15th day of December, 2020.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

Bryan G. Nesbit

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 15

Day of December, 2020.

MY COMMISSION EXPIRES

4-19-24

Jeanee Glover
NOTARY PUBLIC



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JAN - 5 2021

SIGNS/LICENSE DIVISION

Letter of Intent

12/15/20

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 MS

County of Madison

Sworn to and subscribed before me this the 15 day of December 2020

Jeanee Glover
Notary Public

exp. 4/19/24

Seal



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JAN - 5 2021

SIGNS/LICENSE DIVISION

To whom it may concern

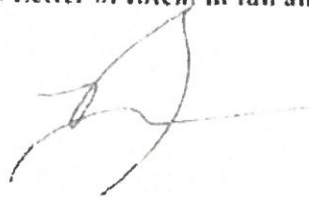
The owner of 1400 Meadowbrook Rd. is requesting an additional sign to be added to the West elevation of the building for their tenant, BKD CPA's and Advisors. There are multiple facades of the building, with the south elevation already being permitted for a sign

(1400 Meadowbrook Rd) is located in a CMU-1 zoning district. The allowance for signage in this zoning district is one sign at 15 square feet. While the sizing is appropriate for the proposed signage, we would like to add a second sign to the building. The building faces two large thoroughfares, including Interstate 55 and Meadowbrook Rd, and the client would like to be visible to both of these roadways. The proposed signage we are requesting will match the signage permitted for the South Elevation.

The signage we are proposing will be aesthetically pleasing and consistent with the signage already approved by The City of Jackson in this area

Thank you for your consideration and time.

Bryan Nesbit, of Park Central LLC and Park Central II LLC hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.



Date

12/15/20

Department of Planning and Development



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

January 19, 2021

Park Central LLC & Park Central II LLC
Bryon G. Nesbit
361 Township Ave., Suite 200
Ridgeland, MS 39157

Re: BKD CPA's & Advisors Sign Variance Application

Dear Mr. Nesbit:

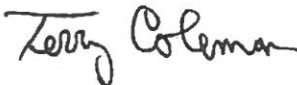
This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of BKD CPA's & Advisors located at 1400 Meadowbrook Road.

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 BKD CPA's & Advisors is requesting to erect an additional 13 square foot building sign bringing the total building signage to 26 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



CITY OF JACKSON
ZONING DIVISION

Date 1/7/2021
Zone C-1
Approved By [Signature]
Note _____

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JAN - 5 2021
SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>At Signs + Creative</u>		Business Name <u>BKD CPAs + Advisors</u>	
Address <u>4147-A Northview Dr.</u>		Business Address <u>1400 Meadowbrook Rd</u>	
City <u>Jackson</u> State <u>MS</u> Zip <u>39206</u>		Owner's Name <u>Bryan Nesbit / Park Central</u>	
Phone <u>601-355-9595</u>		Phone <u>601-368-9950</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # <u>applied for</u>	
City of Jackson Privilege License # <u>33725</u>			
GROUND-MOUNTED:	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height _____	Height <u>22" west elev.</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <u>86'2" west elev.</u>	UL# _____	
Length _____	Square Footage <u>13 sq ft</u>	Sign Material Type: <u>aluminum latex paint, LED's</u>	
Square Footage _____	Wall Area _____		
Wind Pressure _____	<u>5500 sq ft west elev.</u>		
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: <u>CMU-1</u>	
<u>BKD CPAs + Advisors</u>		Date Inspected: _____	
_____		APPROVED <input type="checkbox"/>	
_____		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/>			

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

[Signature]
Applicant's Signature

12/15/20
Date

[Signature]
Sign and License Division Manager



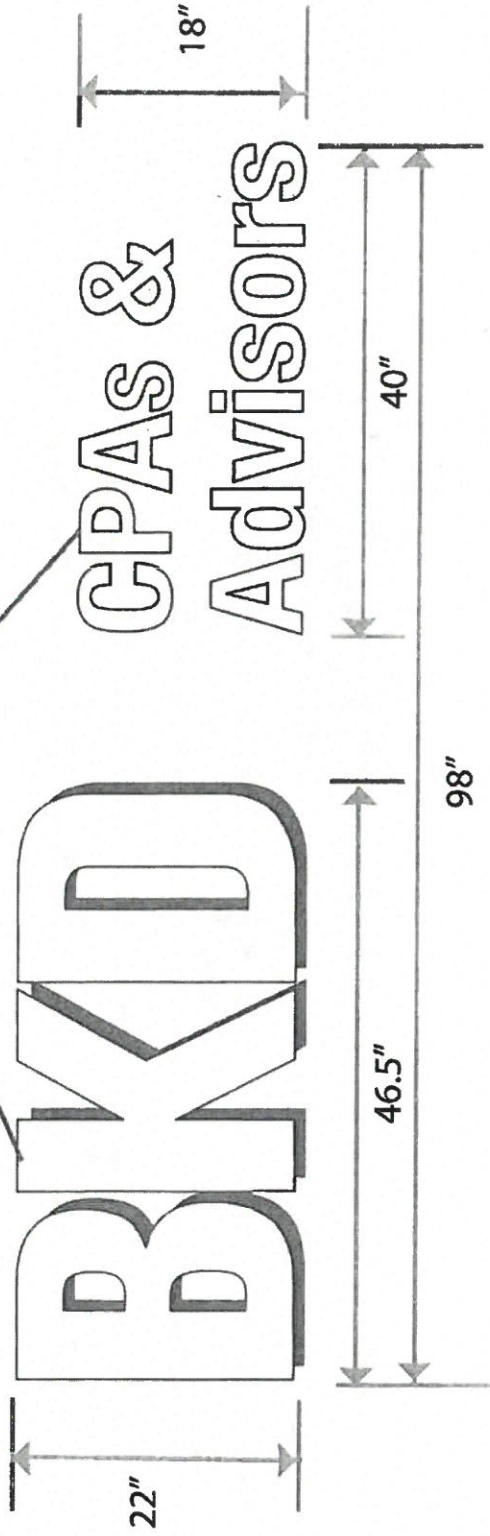
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15h-20

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JAN - 5 2021

SIGN LICENSE DIVISION

Face lighted channel letters.
ivory acrylic faces, 5" deep returns painted
duranodic bronze, internally lighted with LED's



Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email. Your approval indicates that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for it's use only.



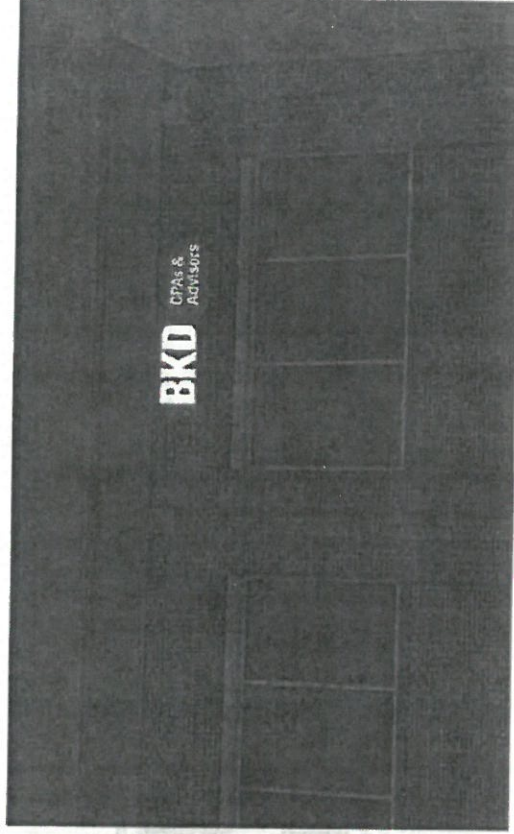
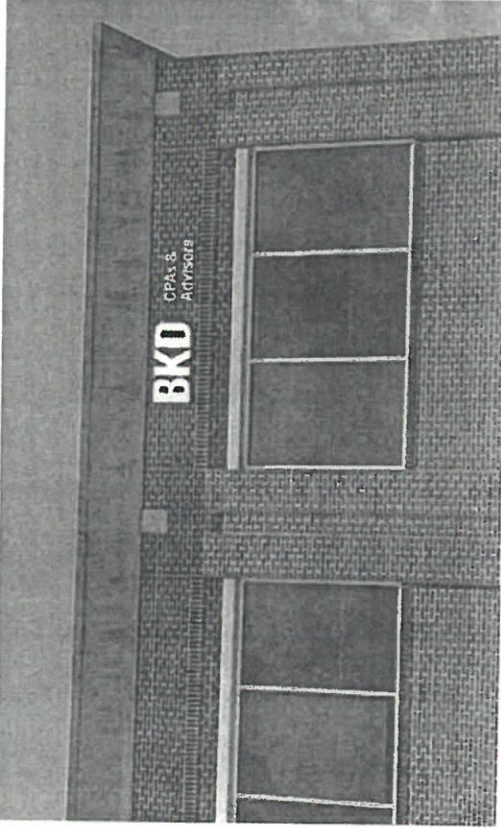
SIGN PROOF FOR APPROVAL
Casey Jennings / 12-15-20

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JAN - 5 2021

SIGNS/LICENSE DIVISION

West Elevation



Please review carefully. Unless noted, no revisions will be made. If revisions are requested, please email us. If this meets approval as is, please sign and email your approval indicating that with the completion of all noted corrections, we will not be held responsible for any errors.

This design is property of A Plus Signs & Creative and for its use only.

Landroll Detail

Parcel Number		Map Reference Number	
452-3		538.00 1 148.00	
Subdivision No. STR		Homestead Exemption Account Numbers	
Assessed Owner		Assessed Values	
PARK CENTRAL II LLC		Land Value	29,795
4266 I 55 NORTH SUITE 106		Improvement Value	422,832
JACKSON MS 39211		Total	452,627
Location		Appraised Values	
1400 MEADOWBROOK RD		Land Value	198,630
Legal Description		Improvement Value	2,818,880
102 FT N/S RD X 212.5 FT N & SE OF		Total	3,017,510
ARMSTRONG MID PT S END SE 1/4 NW 1/4 SEC 24		Building Info.	
T6 R1E		Type	OFF
Acreage Info.		Base Area	18,480
Cultivated Acres	0.00	Adjusted Area	57,227
Uncultivated Acres	0.00	Year Built	2005
		Deed Info.	
		Book & Page	6378-0446
		Date	10/31/2005

[Back](#) [Search](#)

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JAN - 5 2021

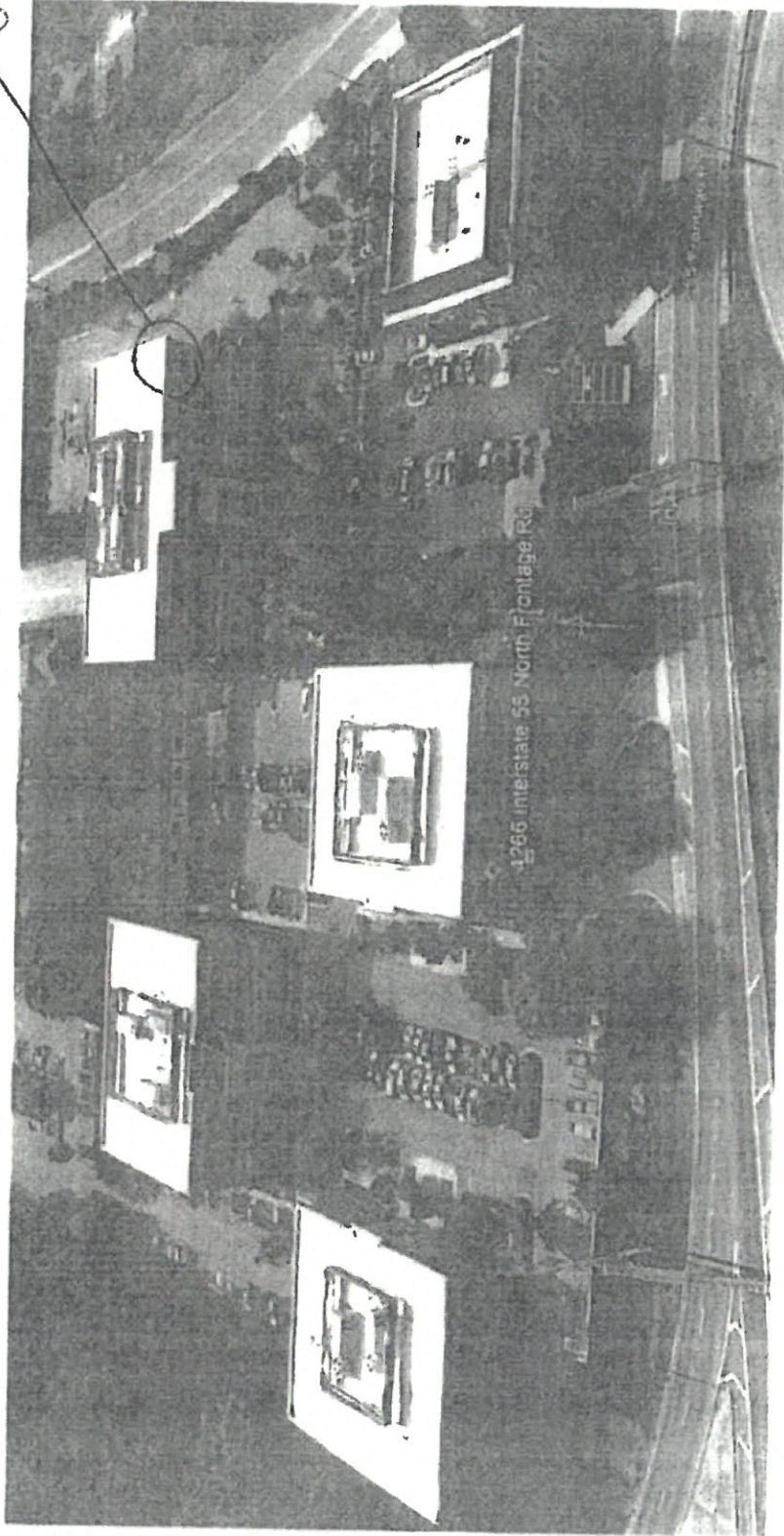
SIGNS/LICENSE DIVISION

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JAN - 5 2021

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location
of sign



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JAN - 5 2021

SIGNS/LICENSE DIVISION

Architectural floor plan showing building layout with rooms, corridors, and structural elements. Handwritten annotations include:

- location**: A handwritten word with an arrow pointing to a specific area on the right side of the plan.
- KARAOKE**: A handwritten word written vertically on the right side of the plan.
- ALL PARTS OF THIS BUILDING ARE TO BE REMOVED**: A handwritten note in the lower right quadrant.

The plan includes a north arrow and a scale bar. Various rooms are labeled with numbers and names, such as 'OFFICE', 'RECEPTION', 'KITCHEN', and 'BATH'. There are also several tables and chairs drawn within the rooms.

1. The applicant has submitted a complete set of plans for the proposed building. The plans show the building footprint, setbacks, and other required information. The plans are in compliance with the applicable zoning and building codes.

2. The proposed building is located on a lot that is zoned for residential use. The building is a two-story structure with a total area of approximately 10,000 square feet. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep.

3. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep.

4. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep.

5. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep.

6. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep.

7. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep. The building is proposed to be constructed on a lot that is approximately 50 feet wide and 100 feet deep.



PLANNING DEPARTMENT

DATE: 1/5/21

PROJECT: [illegible]

APPLICANT: [illegible]

ADDRESS: [illegible]

PHONE: [illegible]

EMAIL: [illegible]

STATUS: [illegible]

PREPARED BY: [illegible]

SCALE: [illegible]

DATE: [illegible]

BY: [illegible]

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE PURCHASE OF TRANSIT BUSES FROM THE DISCRETIONARY FY2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339(C) IN THE AMOUNT OF \$7,000,000.00

OFFICE OF THE CITY ATTORNEY
C.A.

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration announced on February 11, 2021 the availability for funds and opened the application process for Section 5339(c) FY 2020 Competitive Funding Opportunity: Bus and Bus Facilities Formula Discretionary Program with the Opportunity Number of FTA-2021-001-LOWNO and;

WHEREAS, this is a competitive grant where an application must be submitted by April 12, 2021 to receive the funds; and

WHEREAS, the funds will be used to purchase seven (7) 35 ft. and three (3) 40 ft. Low Floor Hybrid (Electric/Diesel) new fixed route buses; and

WHEREAS, there is a 20% match required of the City in the amount of \$1,400,000.00 upon acceptance of these funds; and

WHEREAS, the Transit staff is recommending that the City apply for and accept said award for use in the City's transit system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the applications and related documents with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$7,000,000.00 from Section 5339(c) FY 2021 Competitive Funding Opportunity: Bus and Bus Facilities Formula Discretionary Program with the Opportunity Number of FTA-2021-001-LOWNO to aid in the financing of the City's transit system.

Agenda Item #31
Agenda Date: March 2, 2021
(HILLMAN, LUMUMBA)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/2/2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339(C) IN THE AMOUNT OF \$7,000,000.00
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)	Grant application will occur following council action and mayor's execution of required documents.
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$7,000,000.00
9.	Source of Funding General Fund X Grant X Bond Other	Section 5339(c) FY 2021 Competitive Funding Opportunity: Bus and Bus Facilities Formula Discretionary Program with the Opportunity Number of FTA-2021-001-LOWNO Grant (80%): \$5,600,000.00 General Fund (20%): \$1,400,000.00 187.565.20.6867: \$7,000,000.00
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: February 17, 2021

RE: Agenda Item for March 2, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$7,000,000.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section 5339(c) FY 2021 Competitive Funding Opportunity: Bus and Bus Facilities Formula Discretionary Program with the Opportunity Number of FTA-2021-001-LOWNO This grant will help with the continuing efforts to transition our aging diesel fleet to a more energy efficient fleet. The grant application will be for \$7,000,000.00 (\$5,600,000.00 federal/\$1,400,000.00 local).

As the recipient of the funds, the City of Jackson agrees that said funds will be used to purchase seven (7) 35 ft. and three (3) 40 ft. Low Floor Hybrid (Electric/Diesel) new fixed route buses.

Said grants would require a total in matching funds in the amount \$1,400,000.00 from the City of Jackson. Matching funds will be budgeted in the City of Jackson fiscal years when the expenses will be incurred.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

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 APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE PURCHASE OF TRANSIT BUSES FROM THE DISCRETIONARY FY2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339(C) IN THE AMOUNT OF \$7,000,000.00 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch



DATE

OFFICE OF THE CITY CLERK
1-28-21
S.W.

ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC., FOR THE 2020 FLOOD DISASTER STREET RESURFACING PROJECT. (WARD 1)

WHEREAS, on January 12, 2021, the City of Jackson received four sealed bids for the 2020 Flood Disaster Street Resurfacing Project; and

WHEREAS, the bid received from Dickerson & Bowen, Inc. in the amount of \$527,260.92, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Dickerson & Bowen, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson & Bowen, Inc., in the amount of \$527,260.92 is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Agenda Item #32
Agenda Date: March 2, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
February 16, 2021

POINTS		COMMENTS																																																		
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC., FOR THE 2020 FLOOD DISASTER STREET RESURFACING PROJECT. (WARD 1)																																																		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 4, 6, and 7																																																		
3.	Who will be affected	Residents of Ward 1 that live on or near the Streets																																																		
4.	Benefits	Transportation Improvements																																																		
5.	Schedule (beginning date)	Project will begin as soon as contracts are signed																																																		
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1																																																		
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Engineering Division																																																		
8.	COST	\$527,260.92																																																		
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 370-45190-6485																																																		
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>13.9</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>3.6</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td><u>X</u></td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	AABE	13.9	%	WAIVER	yes	_____	no	_____	N/A	_____	WBE	3.6	%	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____	%	WAIVER	yes	<u>X</u>	no	_____	N/A	_____	NABE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
ABE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																											
AABE	13.9	%	WAIVER	yes	_____	no	_____	N/A	_____																																											
WBE	3.6	%	WAIVER	yes	_____	no	_____	N/A	_____																																											
HBE	_____	%	WAIVER	yes	<u>X</u>	no	_____	N/A	_____																																											
NABE	_____	%	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																											

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Charles Williams Jr., PE, PhD, Director/City Engineer
Date: January 25, 2021



Agenda Item: 2020 Flood Disaster Street Resurfacing Project
Council Meeting: Regular Council Meeting

Background:

Attached, you will find an item requesting for approval for the Mayor to enter into a contract with Dickerson & Bowen, Inc., for the 2020 Flood Disaster Street Resurfacing Project. Dickerson & Bowen, Inc. provided the lowest and best bid in the amount of \$527,260.92.

It is the recommendation of this office that Dickerson & Bowen, Inc. is awarded the project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
NOV 27 2021

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR THE 2020 FLOOD DISASTER STREET RESURFACING PROJECT (WARD 1)** is legally sufficient for placement in NOVUS Agenda.


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

11/27/21
DATE

EBO Determination

2020 Flood Disaster Street Resurfacing

Bidder: [Dickerson & Bowen, Inc.](#)
Status: [COMPLIANT](#)

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>*3.60 %</i>
<i>AABE</i>	<i>13.90 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>*0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: [APAC=Mississippi, Inc. Consultants, Inc.](#)
Status: [COMPLIANT](#)

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>6.60 %</i>
<i>AABE</i>	<i>20.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>*0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: [AJ Construction, Inc.](#)
Status: [NON-COMPLIANT](#)

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>2.70 %</i>
<i>AABE</i>	<i>0.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: [GCW Pavement Services, LLC](#)
Status: [NON-COMPLIANT](#)

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>0.00 %</i>
<i>AABE</i>	<i>0.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

REVISED CERTIFIED BID TABULATION
 2020 FLOOD DISASTER STREET RESURFACING PROJECT
 CITY OF JACKSON, MS

Pay Item No.	Description	Quantity	Units	GCW Pavement Services, LLC*			Didkerson and Bowers, Inc.			APAC-Mississippi, Inc.			Total
				Unit Price	Total	Unit Price	Total	Unit Price	Total				
1	Mobilization	1	LS	\$ 28,677.00	\$ 28,677.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	\$ 97,365.56
2	Maintenance of Traffic	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 12,500.00	\$ 12,500.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 14,586.60
3	Cold Milling of Bituminous Asphalt (Curb to Curb) (3" max)	35,401.89	SY	\$ 1.88	\$ 66,454.50	\$ 2.60	\$ 94,434.46	\$ 1.67	\$ 59,019.27	\$ 1.64	\$ 58,058.18	\$ 59,019.27	\$ 293,013.44
4	Hot/Warm Bituminous Asphalt Surface Course (12.5 mm/1/2")	9,005.11	TONS	\$ 321.62	\$ 2,917,282.24	\$ 86.00	\$ 775,637.66	\$ 96.75	\$ 870,500.69	\$ 97.57	\$ 877,500.69	\$ 877,500.69	\$ 5,065.71
5	Hot/Warm Bituminous Asphalt Base Course (12.5 mm/1/2") (4")	13	TONS	\$ 345.15	\$ 4,486.95	\$ 200.00	\$ 2,600.00	\$ 175.00	\$ 2,275.00	\$ 175.00	\$ 2,275.00	\$ 2,275.00	\$ 9,454.50
6	630 Crushed Stone Base (PM) (base repair)	150	CY	\$ 92.00	\$ 13,800.00	\$ 75.00	\$ 11,250.00	\$ 130.00	\$ 19,500.00	\$ 130.00	\$ 19,500.00	\$ 19,500.00	\$ 7,449.50
7	Removal/Replacement of Concrete Curb & Gutter (All Types) (inclusive of labor and materials)	50	LF	\$ 72.00	\$ 3,600.00	\$ 200.00	\$ 10,000.00	\$ 200.00	\$ 10,000.00	\$ 148.99	\$ 7,449.50	\$ 7,449.50	\$ 7,449.50
8	Underslotted Excavation (PM) subgrade repair	200	CY	\$ 61.24	\$ 12,248.00	\$ 50.00	\$ 10,000.00	\$ 35.00	\$ 7,000.00	\$ 38.97	\$ 7,794.00	\$ 7,794.00	\$ 7,794.00
9	Borrow Excavation (PM) subgrade repair	200	CY	\$ 30.62	\$ 6,124.00	\$ 70.00	\$ 14,000.00	\$ 56.00	\$ 11,200.00	\$ 46.70	\$ 8,940.00	\$ 8,940.00	\$ 8,940.00
10	Compaction	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
11	Legend (White)	250	SF	\$ 18.00	\$ 4,500.00	\$ 20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00	\$ 20.84	\$ 5,210.00	\$ 5,210.00	\$ 5,210.00
	Total (incl)			\$ 559,873.68	\$ 559,873.68	\$ 837,800.98	\$ 837,800.98	\$ 837,800.98	\$ 837,800.98	\$ 837,800.98	\$ 837,800.98	\$ 837,800.98	\$ 837,800.98

*GCW Pavement Services, LLC had an error in their total for Hot/Warm Bituminous Asphalt Surface Course resulting in their total bid being \$559,621.62.

I certify this bid to be true and accurate tabulation of the bids received by the Engineering Division at 3:30 p.m., January 12, 2021.

Quinn Braboy
 Quinn Braboy, P.E.
 City of Jackson, MS



ORDER ACCEPTING THE BID OF PAVECON, LTD. FOR CONSTRUCTION OF THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054)LPA/108164 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARDS 1 &7)

OFFICE OF THE CITY ATTORNEY
2021-03-02

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Fast Act Sidewalk Project; and

WHEREAS, three bids were submitted to the City Clerk on December 1, 2020; and

WHEREAS, the bid of Pavecon, Ltd., in the amount of \$1,333,924.00 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Pavecon, Ltd., in the amount of \$1,333,924.00, for the Fast Act Sidewalk Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Pavecon, Ltd. for the construction of the Fast Act Sidewalk Project, Federal Aid Project Number STP-0250-00(054)LPA/108164 in the amount of \$1,333,924.00, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the City Clerk is authorized to attest a contract with Pavecon, Ltd. for the construction of the Fast Act Sidewalk Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Fast Act Sidewalk Project and to submit the same to MDOT as needed.

Agenda Item #33
Agenda Date: March 2, 2021
(WILLIAMS, LUMUMBA)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 11, 2021
 DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Pavecon Ltd. for the Fast Act Sidewalk 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	Pedestrians on sidewalks on selected streets
4.	Benefits	Construction of ADA improvements
5.	Schedule (beginning date)	Upon concurrence of MDOT
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	1. County Line Rd (Ridgewood Rd to Ollie's) (Ward 1) 2. Gallatin St at South St (Ward 7) 3. Lamar St (Fortification St to Fairbanks St) (Ward 7) 4. Marshall St/Webster St (Loop off of State St) (Ward 7) 5. Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1) 6. President St (Tombigbee St to Mississippi St) (Ward 7)
7.	Action implemented by: ■ City Department ■ Consultant	City of Jackson, Department of Public Works, Engineering Division
8.	COST	\$1,333,924.00
9.	Source of Funding <input type="checkbox"/> ■ General Fund ■ Grant ■ Bond ■ Other	MPO TAP Funds (\$967,818.00), City Funds (\$366,106.00) 213 45190 6824
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

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

Date: February 11, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Pavecon Ltd. for the Fast Act Sidewalk Project.

The City of Jackson submitted four application packages for regional transportation alternatives construction funds from the FAST Act. The streets were selected based on the need to address ADA deficiencies on or adjacent to streets recently resurfaced by the City, and packaged based on equalizing the projected construction cost for each package submitted. The City initially received an award for one package, but subsequently received a second award after another city returned their awarded funds. The two packages awarded were:

Package #1

County Line Rd (Ridgewood Rd to Ollie's (former Toys R Us)) (Ward 1)
Gallatin St at South St (Ward 7)
Lamar St (Fortification St to Fairbanks St) (Ward 7)
Marshall St/Webster St (Loop off of State St) (Ward 7)

Package #2

President St (Tombigbee St to Mississippi St) (Ward 7)
Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1)

The City advertised for and received three bids with the lowest bid received was from Pavecon Ltd. in the amount of \$1,333,924.00. It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF PAVECON, LTD. FOR THE CONSTRUCTION OF THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP0250-00-(054)LPA/108164 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARDS 1 & 7)** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
Terry Williamson, *Legal Counsel*



DATE

OFFICE OF THE CITY ATTORNEY
2-23-21

Line No.	Pay Item No.	Description	Unit	Plan Quantity	Unit Price	Estimated Cost	Unit Price	Subtotal Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost
489	024-0002	Thermoplastic Dotted Strip, White	LF	418	\$4.00	\$1,672.00	\$4.00	\$1,672.00	\$3.70	\$1,547.60	\$4.15	\$1,734.70
490	024-1003	Thermoplastic Legend, Blue-ADA	GF	34	\$70.00	\$2,380.00	\$68.00	\$2,312.00	\$80.00	\$2,720.00	\$63.00	\$2,121.00
491	024-1005	Thermoplastic Legend, White	GF	7,843	\$2.00	\$15,686.00	\$1.91	\$15,080.00	\$4.00	\$31,372.00	\$4.80	\$37,605.60
510	007-630-0091	Remove and Reinstall Sign Assembly	EA	2	\$50.00	\$100.00	\$52.24	\$104.48	\$58.00	\$116.00	\$71.00	\$142.00
511	007-630-0091	Install Sign Assembly	EA	2	\$2,000.00	\$4,000.00	\$1,482.33	\$2,964.66	\$2,316.00	\$4,632.00	\$3,376.00	\$6,752.00
512	007-630-0091	Remove and Reinstall Sign Assembly	EA	2	\$6,000.00	\$12,000.00	\$2,665.40	\$5,330.80	\$4,781.20	\$9,562.40	\$3,298.40	\$6,596.80
513	007-630-0091	Install Sign Assembly	EA	2	\$2,000.00	\$4,000.00	\$2,245.47	\$4,490.94	\$3,717.21	\$7,434.42	\$2,653.00	\$5,306.00
514	007-630-0091	Remove and Reinstall Sign Assembly	EA	4	\$1,000.00	\$4,000.00	\$2,093.23	\$8,372.92	\$1,650.00	\$6,600.00	\$2,348.00	\$9,392.00
515	007-630-0091	Install Sign Assembly	EA	4	\$2,000.00	\$8,000.00	\$2,053.20	\$8,212.80	\$1,373.50	\$5,494.00	\$2,353.00	\$9,412.00
516	007-630-0091	Remove and Reinstall Sign Assembly	EA	481	\$85.00	\$40,845.00	\$11.40	\$5,474.40	\$6,180.40	\$12,360.80	\$13.75	\$6,600.00
517	007-630-0091	Install Sign Assembly	EA	481	\$4.00	\$1,924.00	\$11.40	\$5,474.40	\$7.00	\$3,367.00	\$13.75	\$6,600.00
518	007-630-0091	Remove and Reinstall Sign Assembly	EA	4	\$5,100.00	\$20,400.00	\$3,553.50	\$14,214.00	\$3,453.72	\$13,814.88	\$4,000.00	\$16,000.00
519	007-630-0091	Install Sign Assembly	EA	4	\$2,000.00	\$8,000.00	\$1,148.20	\$4,592.80	\$1,700.00	\$6,800.00	\$1,316.00	\$5,264.00
520	007-630-0091	Remove and Reinstall Sign Assembly	EA	48	\$40.00	\$1,920.00	\$29.93	\$1,436.64	\$16.00	\$768.00	\$28.25	\$1,356.00
521	007-630-0091	Install Sign Assembly	EA	1,100	\$16.00	\$17,600.00	\$29.93	\$32,922.80	\$17.25	\$18,975.00	\$26.25	\$28,875.00
522	007-630-0091	Remove and Reinstall Sign Assembly	EA	10	\$2,000.00	\$20,000.00	\$1,307.10	\$13,071.00	\$1,800.00	\$18,000.00	\$2,400.00	\$24,000.00
523	007-630-0091	Install Sign Assembly	EA	1	\$7,000.00	\$7,000.00	\$2,805.28	\$2,805.28	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00
524	007-630-0091	Remove and Reinstall Sign Assembly	EA	1	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
525	007-630-0091	Install Sign Assembly	EA	89	\$118.00	\$10,502.00	\$118.00	\$10,502.00	\$122.00	\$10,858.00	\$132.00	\$11,760.00
526	007-630-0091	Remove and Reinstall Sign Assembly	EA	78	\$190.00	\$14,820.00	\$118.78	\$9,174.84	\$183.00	\$14,214.00	\$198.00	\$15,444.00
527	007-630-0091	Install Sign Assembly	EA	2	\$1,000.00	\$2,000.00	\$883.26	\$1,766.52	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
528	007-630-0091	Remove and Reinstall Sign Assembly	EA	2	\$1,000.00	\$2,000.00	\$881.83	\$1,763.66	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
529	007-630-0091	Install Sign Assembly	EA	113	\$90.00	\$10,170.00	\$122.28	\$13,817.64	\$100.00	\$11,300.00	\$130.00	\$14,700.00
530	007-630-0091	Remove and Reinstall Sign Assembly	EA	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
531	007-630-0091	Install Sign Assembly	EA	2	\$100.00	\$200.00	\$202.51	\$405.02	\$915.00	\$1,830.00	\$2,000.00	\$4,000.00
532	007-630-0091	Remove and Reinstall Sign Assembly	EA	3	\$60.00	\$180.00	\$128.28	\$384.84	\$400.00	\$1,200.00	\$450.00	\$1,350.00
533	007-630-0091	Install Sign Assembly	EA	4	\$200.00	\$800.00	\$191.48	\$765.92	\$200.00	\$800.00	\$200.00	\$800.00
534	007-630-0091	Remove and Reinstall Sign Assembly	EA	6	\$300.00	\$1,800.00	\$265.84	\$1,595.04	\$275.00	\$1,650.00	\$275.00	\$1,650.00
535	007-630-0091	Install Sign Assembly	EA	7	\$200.00	\$1,400.00	\$192.78	\$1,349.46	\$195.00	\$1,365.00	\$195.00	\$1,365.00
536	007-630-0091	Remove and Reinstall Sign Assembly	EA	25	\$100.00	\$2,500.00	\$113.33	\$2,833.25	\$100.00	\$2,500.00	\$100.00	\$2,500.00
537	007-630-0091	Install Sign Assembly	EA	25	\$1,000.00	\$25,000.00	\$1,000.00	\$25,000.00	\$1,000.00	\$25,000.00	\$1,000.00	\$25,000.00

I hereby certify that this is a true and accurate reproduction of the record at 3:30 P.M. Central Standard Time, Tuesday, December 1, 2009 for the City of Jackson - EAST ACT Sidewalk Improvements City Project No. RTT-029-09-057A2A / 108164 - 701000



By: Stephen Sego Williams, P.E.
 Mississippi Registration No. 18228
 Date: 12/01/2009



CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

1170 Lakeland Drive • P.O. Box 4935 • Jackson, Mississippi 39296-4935 • (601) 981-1511 • Fax: (601) 981-1515

Les Childress, President
 Isla Tullos, Vice President
 William Banks, Secretary-Treasurer
 Michael Monk, Chief Executive Officer

May 8, 2019

The Honorable Chokwe A. Lumumba
 Mayor of Jackson
 Post Office Box 17
 Jackson, MS 39205

Dear Mayor Lumumba:

It is my honor to inform you on May 8, 2019, the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area approved a commitment of Federal Transportation Alternatives (TA) funds to the City of Jackson for the project identified in the table below. We would like to congratulate you on your project being selected.

As you are aware, the Fixing America’s Surface Transportation (FAST) act included a rescission of TA funds. Due to this fact each project receiving a commitment of TA funding must meet an obligation deadline of June 1, 2020 or risk loss of funding to implement the approved project. Should Congress end the rescission, the MPO will provide an updated timeline for each project receiving a commitment of TA funding following established project management timelines outlined in the MPO’s Prospectus. The project schedule for the project recently awarded TA funds by the Jackson MPO to the City of Jackson is outlined below:

Project Description:	County Line Rd., Lamar St., Marshall/Webster St. & Gallatin at South St. Sidewalks	
Project Type:	Transportation Alternatives	
Jurisdiction:	City of Jackson	
Committed TA Funds:	\$484,861	
Local Match:	\$161,620	
TA Funds Committed:	May 8, 2019	
Allocated Timeframe:	Obligated by June 1, 2020	
	<i>Project Phase</i>	<i>Completion Date</i>
	Project Commitment Meeting	May 10, 2019
	PS&E Approved (Project Obligated)	June 1, 2020

Mayor Lumumba
May 8, 2019
Page 2 of 2

Again, congratulations on receiving this commitment of Federal TA funds. As the MPO staff, we look forward to working with you to complete this much needed project. If you have any questions regarding the commitment of TA funds to this project or the project's timeline for completion please don't hesitate to contact our office.

Sincerely,



Michael Monk
Chief Executive Officer

MM:sb

cc: Robert K. Miller
Robert Lee



CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

1170 Lakeland Drive • P.O. Box 4935 • Jackson, Mississippi 39296-4935 • (601) 981-1511 • Fax: (601) 981-1515

Lee Childress, President
 Isla Tuffos, Vice President
 William Banks, Secretary-Treasurer
 Michael Monk, Chief Executive Officer

August 14, 2019

The Honorable Chokwe A. Lumumba
 Mayor of Jackson
 Post Office Box 17
 Jackson, MS 39205

Dear Mayor Lumumba:

It is my honor to inform you on August 14, 2019, the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area approved a commitment of Federal Transportation Alternatives (TA) funds to the City of Jackson for the project identified in the table below. We would like to congratulate you on your project being selected.

As you are aware, the Fixing America's Surface Transportation (FAST) act included a rescission of TA funds. Due to this fact each project receiving a commitment of TA funding must meet an obligation deadline of June 1, 2020 or risk loss of funding to implement the approved project. Should Congress end the rescission, the MPO will provide an updated timeline for each project receiving a commitment of TA funding following established project management timelines outlined in the MPO's Prospectus. The project schedule for the project recently awarded TA funds by the Jackson MPO to the City of Jackson is outlined below:

Project Description:	President St. & Old Canton Rd. Sidewalk Improvements
Project Type:	Transportation Alternatives
Jurisdiction:	City of Jackson
Committed TA Funds:	\$482,957
Local Match:	\$160,986
Federal/Local Share %:	75%/25%
TA Funds Committed:	August 14, 2019
Allocated Timeframe:	Obligated by June 1, 2020
<i>Project Phase</i>	
<i>Completion Date</i>	
PS&F Approved (Project Obligated)	June 1, 2020

Mayor Lumumba
August 14, 2019
Page 2 of 2

Again, congratulations on receiving this commitment of Federal TA funds. As the MPO staff, we look forward to working with you to complete this much needed project. If you have any questions regarding the commitment of TA funds to this project or the project's timeline for completion please don't hesitate to contact our office.

Sincerely,



Michael Monk
Chief Executive Officer

MM:sb

cc: Robert K. Miller
Robert Lee
Lee Frederick
Necole Baker

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC. FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(054) LPA/108164 (WARDS 1 & 7)

OFFICE OF THE CITY ATTORNEY
3/2/21

WHEREAS, the City of Jackson made application for and received \$967,818.00 in FAST Act federal transportation alternative funds through the Jackson MPO to make sidewalk improvements on selected streets to meet Americans with Disabilities Act standards and connect sections of disconnected; and

WHEREAS, the FAST Act grant requires a minimum match of 25%; and

WHEREAS, the City of Jackson selected Myriad Engineering Solutions, LLC to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a cost estimate of \$119,668.98 to provide construction engineering and inspection services for the project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project, Federal Aid Project No. STP-0250-00(054) LPA/108164, for an amount not to exceed \$119,668.98.

Agenda Item #34
Agenda Date: March 2, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 11, 2021
DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute a construction engineering and inspection services contract with Myriad Engineering Solutions for the FAST Act Sidewalk 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, 6, 7
3.	Who will be affected	Residents and pedestrians along the streets below.
4.	Benefits	Provide construction engineering and inspection services for a federal aid transportation alternatives project
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	1. County Line Rd (Ridgewood Rd to Ollie's) (Ward 1) 2. Gallatin St at South St (Ward 7) 3. Lamar St (Fortification St to Fairbanks St) (Ward 7) 4. Marshall St/Webster St (Loop off of State St) (Ward 7) 5. Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1) 6. President St (Tombigbee St to Mississippi St) (Ward 7)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$119,668.98
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	213 45190 6823
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

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

A handwritten signature in blue ink that reads "Charles Williams".

Date: February 11, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project.

The City of Jackson submitted four application packages for regional transportation alternatives construction funds from the FAST Act. The streets were selected based on the need to address ADA deficiencies on or adjacent to streets recently resurfaced by the City, and packaged based on equalizing the projected construction cost for each package submitted. The City initially received an award for one package, but subsequently received a second award after another city returned their awarded funds. The two packages awarded were:

Package #1

- County Line Rd (Ridgewood Rd to Ollie's (former Toys R Us)) (Ward 1)
- Gallatin St at South St (Ward 7)
- Lamar St (Fortification St to Fairbanks St) (Ward 7)
- Marshall St/Webster St (Loop off of State St) (Ward 7)

Package #2

- President St (Tombigbee St to Mississippi St) (Ward 7)
- Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1)

The City selected Myriad Engineering Solutions LLC for the necessary construction engineering and inspection services work for this project. The amount of the proposed contract will not exceed \$119,668.98.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054)LPA/108164 (WARDS 1 &7)** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
Terry Williamson, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
2-18-21

**ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR
O.B. CURTIS WATER TREATMENT PLANT FROM SECURITY
ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020
THROUGH JANUARY 4, 2021**

OFFICE OF THE CITY CLERK
2020-2021
25-2031

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works is required to provide armed security for its drinking water treatment plants; and

WHEREAS, due to exigent circumstances, the procurement of these services for the period of December 1, 2020 through January 4, 2021 was done without prior authorization of the City Council; and


WHEREAS, the security services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has procured a contract for security services going forward from January 4, 2021.

IT IS, THEREFORE, ORDERED that the procurement of security services for the period December 1, 2020 through January 4, 2021 are ratified and payment to Security Engineers, Inc. in the amount of \$11,422.50 be made, consistent with the attached invoices.

Agenda Item #
Agenda Date: March 2, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 17, 2021
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR O.B. CURTIS WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH JANUARY 4, 2021
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	All of the City's utility customers and citizens
4.	Benefits	Ensured that O.B. Curtis WTP and its staff were not subjected to acts of theft and vandalism
5.	Schedule (beginning date)	Work has been completed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	Not to exceed \$11,422.50
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water-Sewer Enterprise Fund 031.521.35.6420 
10.	EBO participation	ABE _____% WAIVER yes _____ N/A _____ AABE _____% WAIVER yes _____ N/A _____ FBE _____% WAIVER yes _____ N/A _____ HBE _____% WAIVER yes _____ N/A _____ NABE _____% WAIVER yes _____ N/A _____



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, Jr., P.E., Ph.D., Interim Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR O.B. CURTIS WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH JANUARY 4, 2021

Council Meeting: Regular Council Meeting, March 2, 2021

Purpose: To pay invoices for armed security services at O.B. Curtis WTP

Cost: \$11,422.50

Funding Source: Water-Sewer Enterprise Fund

Background:

The Department of Public Works, Water Operations Division procured security services during the period of December 1, 2020 through January 4, 2021 for the O.B. Curtis Water Treatment Plant. Armed security services were provided by Security Engineers, Inc. to ensure that the O.B. Curtis Water Treatment Plant and its staff are safe from acts of vandalism or theft. Armed security has been a requirement at the City's water treatment plants after the September 11, 2001 terrorist attacks.

A new security services contract for both Water Treatment Plants has already been approved by the City Council. Beginning as of January 4, 2021 security services going forward will be paid under the authorized contract.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020 TO JANUARY 4, 2021** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*
Terry Williamson, *Legal Counsel*



DATE

Security Engineers, Inc.
 1617 3rd Ave. N.
 Birmingham, AL 35203-1901

INVOICE NO.	177620
DATE	12/31/20

CUSTOMER

Annette Hill
 O. B. Curtis Warter Plant
 100 Ob Curtis Dr
 Ridgeland, MS 39157-1115

SERVICE LOCATION

O. B. Curtis Warter Plant
 100 Ob Curtis Dr
 Ridgeland, MS 39157-1115

TERMS: DUE ON RECEIPT	CUSTOMER NO. 13191		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Security Service from 12/01/20 to 12/31/20	720.00	Hours	13.50	9,720.00
Security Officer				
Security Officer Holiday Worked	24.00	Hours	20.25	486.00
			Sub-Total	10,206.00
			Sales Tax	
			TOTAL	\$10,206.00

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:
 Annette Hill
 O. B. Curtis Warter Plant
 100 Ob Curtis Dr
 Ridgeland, MS 39157-1115

Customer No.	13191
Job No.	13191
Invoice No.	177620
Invoice Date	12/31/20
Amount Due	\$10,206.00
Amount Remitted	

PLEASE SEND REMITTANCE TO:

Security Engineers, Inc.
 P.O Box 11984
 Birmingham, AL 35202-1984

Description		Quantity		Bill Rate		Extension		
Work Date	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer						720.00	\$13.50	\$9,720.00
12/01/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/01/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/01/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/01/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/02/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/02/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/02/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/02/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/03/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/03/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/03/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/03/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/04/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/04/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/04/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/04/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/05/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/05/20	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/05/20	Security Officers	Makita Buck	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/06/20	Security Officers	Makita Buck	0:00	1:00		1.00	Ops/S.O./DirectLabor	
12/06/20	Security Officers	William Hayes	1:00	7:00		6.00	Ops/S.O./DirectLabor	
12/06/20	Security Officers	Makita Buck	7:00	20:00		13.00	Ops/S.O./DirectLabor	
12/06/20	Security Officers	Gloria Greene	20:00	0:00		4.00	Ops/S.O./DirectLabor	
12/07/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/07/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/07/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/07/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/08/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/08/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/08/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/08/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/09/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/09/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/09/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/09/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/10/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/10/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/10/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/10/20	Security Officers	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/11/20	Security Officers	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/11/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/11/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/11/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/12/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/12/20	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/12/20	Security Officers	Makita Buck	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/13/20	Security Officers	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/13/20	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/13/20	Security Officers	Gloria Greene	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/14/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	

Description				Quantity	Bill Rate	Extension		
Work Date	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer						720.00	\$13.50	\$9,720.00
12/14/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/14/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/14/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/15/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/15/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/15/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/15/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/16/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/16/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/16/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/16/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/17/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/17/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/17/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/17/20	Security Officers	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/18/20	Security Officers	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/18/20	Security Officers	Laquita Brinson	7:00	14:00		7.00	Ops/S.O./DirectLabor	
12/18/20	Security Officers	Marilyn Graves	14:00	23:00		9.00	Ops/S.O./DirectLabor	
12/18/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/19/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/19/20	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/19/20	Security Officers	Scharlotte Harris	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/20/20	Security Officers	Scharlotte Harris	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/20/20	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/20/20	Security Officers	Gloria Greene	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/21/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/21/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/21/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/21/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/22/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/22/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/22/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/22/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/23/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/23/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/23/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/23/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/24/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/24/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/24/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/24/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/26/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/26/20	Security Officers	William Hayes	1:00	7:00		6.00	Ops/S.O./DirectLabor	
12/26/20	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/26/20	Security Officers	Scharlotte Harris	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/27/20	Security Officers	Scharlotte Harris	0:00	1:00		1.00	Ops/S.O./DirectLabor	
12/27/20	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/27/20	Security Officers	Gloria Greene	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/28/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/28/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	

Description				Quantity	Bill Rate	Extension		
Work Date	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer						720.00	\$13.50	\$9,720.00
12/28/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/28/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/29/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/29/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/29/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/29/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/30/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/30/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/30/20	Security Officers	Marilyn Graves	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/30/20	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/31/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/31/20	Security Officers	Laquita Brinson	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/31/20	Security Officers	Marilyn Graves	15:00	23:30		8.50	Ops/S.O./DirectLabor	
12/31/20	Security Officers	Renaldo Ellis	23:30	0:00		0.50	Ops/S.O./DirectLabor	
Security Officer Holiday Worked						24.00	\$20.25	\$486.00
12/25/20	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./Hol_Worked	
12/25/20	Security Officers	Laquita Brinson	7:00	19:00		12.00	Ops/S.O./Hol_Worked	
12/25/20	Security Officers	Gloria Greene	19:00	0:00		5.00	Ops/S.O./Hol_Worked	
						Revenue Total		\$10,206.00
						Tax Total		\$0.00
						Grand Total		\$10,206.00

Security Engineers, Inc.
 1617 3rd Ave. N.
 Birmingham, AL 35203-1901

INVOICE NO.	178919
DATE	01/31/21

CUSTOMER

Annette Hill
 O. B. Curtis Warter Plant
 100 Ob Curtis Dr
 Ridgeland, MS 39157-1115

SERVICE LOCATION

O. B. Curtis Warter Plant
 100 Ob Curtis Dr
 Ridgeland, MS 39157-1115

TERMS: DUE ON RECEIPT	CUSTOMER NO. 13191		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Security Service From 1/01/21 To 1/31/21	55.00	Hours	13.50	742.50
Security Officer				
Security Officer Holiday Worked	24.00	Hours	20.25	486.00
			Sub-Total	1,228.50
			Sales Tax	
			TOTAL	\$1,228.50

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Annette Hill
 O. B. Curtis Warter Plant
 100 Ob Curtis Dr
 Ridgeland, MS 39157-1115

Customer No.	13191
Job No	13191
Invoice No.	178919
Invoice Date	01/31/21
Amount Due	\$1,228.50
Amount Remitted	

PLEASE SEND REMITTANCE TO:

Security Engineers, Inc.
 P.O Box 11984
 Birmingham, AL 35202-1984

Invoice NO.

178919

Customer:

13191

O. B. Curtis Water Plant

Page

1 of 1

Description						Quantity	Bill Rate	Extension
Work Data	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer								
01/02/21	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
01/02/21	Security Officers	William Hayes	1:00	7:00		6.00	Ops/S.O./DirectLabor	
01/02/21	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
01/02/21	Security Officers	Santo Garrett	19:00	0:00		5.00	Ops/S.O./DirectLabor	
01/03/21	Security Officers	Santo Garrett	0:00	1:00		1.00	Ops/S.O./DirectLabor	
01/03/21	Security Officers	Renaldo Ellis	7:00	19:00		12.00	Ops/S.O./DirectLabor	
01/03/21	Security Officers	Gloria Greene	19:00	0:00		5.00	Ops/S.O./DirectLabor	
01/04/21	Security Officers	Gloria Greene	0:00	7:00		7.00	Ops/S.O./DirectLabor	
Security Officer Holiday Worked								
01/01/21	Security Officers	Renaldo Ellis	0:00	7:00		7.00	Ops/S.O./Hol_Worked	
01/01/21	Security Officers	Laquita Brinson	7:00	15:15		8.25	Ops/S.O./Hol_Worked	
01/01/21	Security Officers	Santo Garrett	15:15	23:00		7.75	Ops/S.O./Hol_Worked	
01/01/21	Security Officers	Gloria Greene	23:00	0:00		1.00	Ops/S.O./Hol_Worked	
							Revenue Total	\$1,228.50
							Tax Total	\$0.00
							Grand Total	\$1,228.50

OFFICE OF THE CITY ATTORNEY
2020-2021

**ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR
J.H. FEWELL WATER TREATMENT PLANT FROM SECURITY
ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020
THROUGH JANUARY 4, 2021**

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works is required to provided armed security for its drinking water treatment plants; and

WHEREAS, due to exigent circumstances, the procurement of these services for the period of December 1, 2020 through January 4, 2021 was done without prior authorization of the City Council; and


WHEREAS, the security services set forth in certain invoices attached hereto where provided to the J.H. Fewell Water Treatment; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has procured a contract for security services going forward from January 4, 2021.

IT IS, THEREFORE, ORDERED that the procurement of security services for the period December 1, 2020 through January 4, 2021 are ratified and payment to Security Engineers, Inc. in the amount of \$11,410.50 be made, consistent with the attached invoices.

Agenda Item #36
Agenda Date: March 2, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 18, 2021
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH JANUARY 4, 2021
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	All of the City's utility customers and citizens
4.	Benefits	Ensured that J.H. Fewell WTP and its staff were not subjected to acts of theft and vandalism
5.	Schedule (beginning date)	Work has been completed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	Not to exceed \$11,410.50
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water-Sewer Enterprise Fund 031.521.35.6420 
10.	EBO participation	ABE _____% WAIVER yes _____ N/A _____ AABE _____% WAIVER yes _____ N/A _____ FBE _____% WAIVER yes _____ N/A _____ HBE _____% WAIVER yes _____ N/A _____ NABE _____% WAIVER yes _____ N/A _____



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, Jr., P.E., Ph.D., Interim Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH JANUARY 4, 2021**

Council Meeting: Regular Council Meeting, March 2, 2021

Purpose: To pay invoices for armed security services at J.H. Fewell WTP

Cost: \$11,410.50

Funding Source: Water-Sewer Enterprise Fund

Background:

The Department of Public Works, Water Operations Division procured security services during the period of December 1, 2020 through January 4, 2021 for the J.H. Fewell Water Treatment Plant. Armed security services were provided by Security Engineers, Inc. to ensure that the J.H. Fewell Water Treatment Plant and its staff are safe from acts of vandalism or theft. Armed security has been a requirement at the City's water treatment plants after the September 11, 2001 terrorist attacks.

A new security services contract for both Water Treatment Plants has already been approved by the City Council. Beginning as of January 4, 2021 security services going forward will be paid under the authorized contract.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR O.B. CURTIS WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC. FOR THE PERIOD OF DECEMBER 1, 2020 TO JANUARY 4, 2021** is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen / JAD

Monica D. Allen, *Interim City Attorney*

Terry Williamson, *Legal Counsel*

2-23-21

DATE

OFFICE OF THE CITY ATTORNEY
2-23-2021

Security Engineers, Inc.
 1617 3rd Ave. N.
 Birmingham, AL 35203-1901

INVOICE NO.	177619
DATE	12/31/20

CUSTOMER

Kathy Moore
 J.H. Fewell Water Plant
 2302 Laurel St
 Jackson, MS 39202-1831

SERVICE LOCATION

J.H. Fewell Water Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: DUE ON RECEIPT	CUSTOMER NO. 13190		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Security Service from 12/01/20 to 12/31/20	720.00	Hours	13.50	9,720.00
Security Officer				
Security Officer Holiday Worked	24.00	Hours	19.75	474.00
			Sub-Total	10,194.00
			Sales Tax	
			TOTAL	\$10,194.00

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:
 Kathy Moore
 J.H. Fewell Water Plant
 2302 Laurel St
 Jackson, MS 39202-1831

Customer No.	13190
Job No.	13190
Invoice No.	177619
Invoice Date	12/31/20
Amount Due	\$10,194.00
Amount Remitted	

PLEASE SEND REMITTANCE TO:

Security Engineers, Inc.
 P.O Box 11984
 Birmingham, AL 35202-1984

Description						Quantity	Bill Rate	Extension
Work Date	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer						720.00	\$13.50	\$9,720.00
12/01/20	Security Officer	Chendretta Hall	0:00	7:30		7.50	Ops/S.O./DirectLabor	
12/01/20	Security Officer	Ryan Brown	7:30	15:00		7.50	Ops/S.O./DirectLabor	
12/01/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/01/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/02/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/02/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/02/20	Security Officer	Melita Buck	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/02/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/03/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/03/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/03/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/03/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/04/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/04/20	Security Officer	Ryan Brown	7:00	14:30		7.50	Ops/S.O./DirectLabor	
12/04/20	Security Officer	Drew Cannon	14:30	23:00		8.50	Ops/S.O./DirectLabor	
12/04/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/05/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/05/20	Security Officer	Ashanti McGruder	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/05/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/06/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/06/20	Security Officer	Ashanti McGruder	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/06/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/07/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/07/20	Security Officer	Ryan Brown	7:00	15:30		8.50	Ops/S.O./DirectLabor	
12/07/20	Security Officer	Sirito Garrett	15:30	23:00		7.50	Ops/S.O./DirectLabor	
12/07/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/08/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/08/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/08/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/08/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/09/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/09/20	Security Officer	Ryan Brown	7:00	8:30		1.50	Ops/S.O./DirectLabor	
12/09/20	Security Officer	Chendretta Hall	8:30	12:00		3.50	Ops/S.O./DirectLabor	
12/09/20	Security Officer	Melita Buck	12:00	23:00		11.00	Ops/S.O./DirectLabor	
12/09/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/10/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/10/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/10/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/10/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/11/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/11/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/11/20	Security Officer	Drew Cannon	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/11/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/12/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/12/20	Security Officer	Ashanti McGruder	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/12/20	Security Officer	Ryan Brown	15:00	19:00		4.00	Ops/S.O./DirectLabor	
12/12/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/13/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/13/20	Security Officer	Sonett Watson	7:00	13:00		6.00	Ops/S.O./DirectLabor	
12/13/20	Security Officer	Ryan Brown	13:00	19:00		6.00	Ops/S.O./DirectLabor	

Description		Quantity		Bill Rate		Extension		
Work Date	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer						720.00	\$13.50	\$9,720.00
12/13/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/14/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/14/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/14/20	Security Officer	Santo Garrett	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/14/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/15/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/15/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/15/20	Security Officer	Makita Buck	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/15/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/16/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/16/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/16/20	Security Officer	Makita Buck	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/16/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/17/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/17/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/17/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/17/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/18/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/18/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/18/20	Security Officer	Drew Cannon	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/18/20	Security Officer	Chendretta Hall	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/19/20	Security Officer	Chendretta Hall	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/19/20	Security Officer	Ashanti McGruder	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/19/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/20/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/20/20	Security Officer	Ashanti McGruder	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/20/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/21/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/21/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/21/20	Security Officer	Santo Garrett	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/21/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/22/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/22/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/22/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/22/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/23/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/23/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/23/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/23/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/24/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/24/20	Security Officer	Scharlotte Harris	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/24/20	Security Officer	Santo Garrett	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/24/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/25/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/25/20	Security Officer	Ashanti McGruder	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/26/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/27/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/27/20	Security Officer	Ashanti McGruder	7:00	19:00		12.00	Ops/S.O./DirectLabor	
12/27/20	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
12/28/20	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	

Invoice NO. 177619

Customer: 13190

J.H. Powell Water Plant

Page 3 of 3

Description						Quantity	Bill Rate	Extension
Work Date	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer						720.00	\$13.50	\$9,720.00
12/28/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/28/20	Security Officer	Santo Garrett	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/28/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/29/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/29/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/29/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/29/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/30/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/30/20	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./DirectLabor	
12/30/20	Security Officer	Ashanti McGruder	15:00	23:00		8.00	Ops/S.O./DirectLabor	
12/30/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
12/31/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	
12/31/20	Security Officer	Ryan Brown	7:00	15:35		8.50	Ops/S.O./DirectLabor	
12/31/20	Security Officer	Santo Garrett	15:35	23:00		7.50	Ops/S.O./DirectLabor	
12/31/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./DirectLabor	
Security Officer Holiday Worked						24.00	\$19.75	\$474.00
12/25/20	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./Hol_Worked	
12/25/20	Security Officer	Scharlotte Harris	7:00	15:00		8.00	Ops/S.O./Hol_Worked	
12/25/20	Security Officer	Santo Garrett	15:00	23:00		8.00	Ops/S.O./Hol_Worked	
12/25/20	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./Hol_Worked	
Revenue Total								\$10,194.00
Tax Total								\$0.00
Grand Total								\$10,194.00

Security Engineers, Inc.
 1617 3rd Ave. N.
 Birmingham, AL 35203-1901

INVOICE NO.	178918
DATE	01/31/21

CUSTOMER

Kathy Moore
 J.H. Fewell Water Plant
 2302 Laurel St
 Jackson, MS 39202-1831

SERVICE LOCATION

J.H. Fewell Water Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: DUE ON RECEIPT	CUSTOMER NO. 13190		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Security Service From 1/01/21 To 1/31/21	55.00	Hours	13.50	742.50
Security Officer				
Security Officer Holiday Worked	24.00	Hours	19.75	474.00
			Sub-Total	1,216.50
			Sales Tax	
			TOTAL	\$1,216.50

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:
 Kathy Moore
 J.H. Fewell Water Plant
 2302 Laurel St
 Jackson, MS 39202-1831

Customer No.	13190
Job No.	13190
Invoice No.	178918
Invoice Date	01/31/21
Amount Due	\$1,216.50
Amount Remitted	

PLEASE SEND REMITTANCE TO:

Security Engineers, Inc.
 P.O Box 11984
 Birmingham, AL 35202-1984

Invoice NO. 178918

Customer: 13190 J.H. Fewell Water Plant

Page 1 of 1

Description						Quantity	Bill Rate	Extension
Work Date	Post Description	Employee Name	In Time	Out Time	Lunch	Hours	Hours Type	
Security Officer								
01/02/21	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./DirectLabor	\$742.50
01/02/21	Security Officer	Ashanti McGruder	7:00	19:00		12.00	Ops/S.O./DirectLabor	
01/02/21	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
01/03/21	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
01/03/21	Security Officer	Ryan Brown	7:00	19:00		12.00	Ops/S.O./DirectLabor	
01/03/21	Security Officer	Drew Cannon	19:00	0:00		5.00	Ops/S.O./DirectLabor	
01/04/21	Security Officer	Drew Cannon	0:00	7:00		7.00	Ops/S.O./DirectLabor	
Security Officer Holiday Worked								
01/01/21	Security Officer	Makita Buck	0:00	7:00		7.00	Ops/S.O./Hol_Worked	\$474.00
01/01/21	Security Officer	Ryan Brown	7:00	15:00		8.00	Ops/S.O./Hol_Worked	
01/01/21	Security Officer	Drew Cannon	15:00	23:00		8.00	Ops/S.O./Hol_Worked	
01/01/21	Security Officer	Makita Buck	23:00	0:00		1.00	Ops/S.O./Hol_Worked	
							Revenue Total	\$1,216.50
							Tax Total	\$0.00
							Grand Total	\$1,216.50

Chavez
3/24/21
MURPHY

ORDER AUTHORIZING THE MAYOR TO APPLY FOR THE INNOVATIVE WATER INFRASTRUCTURE WORKFORCE DEVELOPMENT GRANT OFFERED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), OFFICE OF WATER, AND OFFICE OF WASTEWATER MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT.

WHEREAS, the U.S. Environmental Protection Agency (EPA) is soliciting grant applications to provide funding for projects designed to assist in the development and use of innovative activities relating to water workforce development and career opportunities in the drinking water and wastewater utility sector, and (2) expand public awareness about drinking water and wastewater utilities and to connect individuals to careers in the drinking water and wastewater utility sector; and

WHEREAS, the EPA has identified five project areas that are intended to promote cleaner, safer, and healthier environments – Project Area 1: Targeted internship, apprenticeship, pre-apprenticeship, and postsecondary bridge programs for skilled water utility trades; Project Area 2: Education programs designed for elementary, secondary, and higher education students; Project Area 3: Regional industry and workforce development collaborations to address water utility employment needs and coordinate candidate development, particularly in areas of high unemployment or for water utilities with a high proportion of retirement eligible employees; Project Area 4: Integrated learning laboratories in secondary educational institutions; Project Area 5: Leadership development, occupational training, mentoring, or cross-training programs that ensure incumbent drinking water and wastewater utility workers are prepared for higher level supervisory or management-level positions; and

WHEREAS, the City’s Public Works Department is desirous of funding opportunities that support retention of water utility workforce employees through skills development opportunities like leadership development, occupational training, mentoring, or cross-training programs to prepare the City’s drinking water and wastewater utility workers for higher level supervisory or management-level positions; and

WHEREAS, the City’s Public Works Department recommends that it is in the best interest of the citizenry for the City’s Public Works Department to apply for the Innovative Water Infrastructure Workforce Development Grant offered by the U.S. Environmental Protection Agency, Office of Water, and Office of Wastewater Management in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00), and authorize the Mayor to execute all documents necessary for the acceptance and administration of said grant.

IT IS, THEREFORE, ORDERED that the City’s Public Works Department is hereby authorized to apply for the Innovative Water Infrastructure Workforce Development Grant offered by the U.S. Environmental Protection Agency, Office of Water, and Office of Wastewater Management in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00), and the Mayor is hereby authorized to execute all documents necessary for the acceptance and administration of said grant.

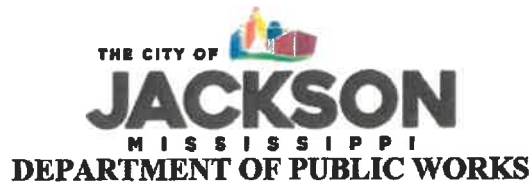
IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary for the acceptance and administration of said grant.

Agenda Item #37
Agenda Date: March 2, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 2, 2020
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO APPLY FOR THE INNOVATIVE WATER INFRASTRUCTURE WORKFORCE DEVELOPMENT GRANT OFFERED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), OFFICE OF WATER, AND OFFICE OF WASTEWATER MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	All of the City's utility customers and citizens
4.	Benefits	To enhance workforce development
5.	Schedule (beginning date)	Work has not been completed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$500,000 in grant funding
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Unknown
10.	EBO participation	ABE _____% WAIVER yes _____ N/A _____ AABE _____% WAIVER yes _____ N/A _____ FBE _____% WAIVER yes _____ N/A _____ HBE _____% WAIVER yes _____ N/A _____ NABE _____% WAIVER yes _____ N/A _____



MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Charles Williams, P.E., Ph.D., Director
Date: March 2, 2020
Subject: Agenda Item for City Meeting

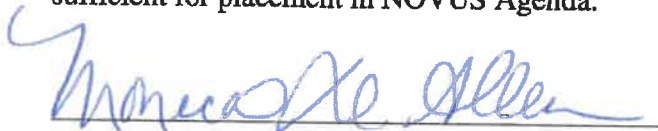
Attached you will find an agenda item outlining the potential grant opportunity with the U.S. Environmental Protection Agency (EPA). The initiative desires to promote education and workforce development within water and wastewater utilities. The Department of Public Works looks to advance and better outfit staffing needs with the grant if it is received. This authorization allows for the submission of and the proper execution of the appropriate documents.

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 APPLY FOR THE INNOVATIVE WATER INFRASTRUCTURE WORKFORCE DEVELOPMENT GRANT OFFERED BY THE U.S. ENVIRONMENT PROTECTION AGENCY (EPA), OFFICE OF WATER, AND OFFICE OF WASTEWATER MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



Date

OFFICE OF THE CITY ATTORNEY
3/2/21 2021

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERT WITNESS IN THE LAWSUIT STYLED, "DANIEL KNOWLES V. CITY OF JACKSON" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CAUSE NO. 251-10-666 CIV

WHEREAS, the City of Jackson is a Defendant in a negligence lawsuit styled "Daniel Knowles v. City of Jackson," in the Circuit Court of Hinds County, Mississippi, First Judicial District; Cause No. 251-10-666 CIV; and,

WHEREAS, it is necessary to defend the interest of the City of Jackson from certain allegations, which are the subject of this lawsuit and, thus, requires the employment, consultation and/or testimony of an expert in the area of reckless disregard under the Mississippi Tort Claims Act; and,

WHEREAS, it is necessary that the Office of City Attorney be authorized to expend other costs which are reasonable and necessary in the defense of the above styled lawsuit.

IT IS HEREBY ORDERED that the Office of the City Attorney be authorized to retain the services of experts necessary for its defense; and expend such cost as are reasonable and necessary but not to exceed Five Thousand Dollars (\$5,000) without further Council approval in the lawsuit styled "Daniel Knowles vs. City of Jackson," in the Circuit Court of Hinds County, Mississippi First Judicial District; Cause No. 251-10-666 CIV.

APPROVED FOR AGENDA:	INITIALS	DATE
LEGAL	_____	_____
FINANCE	_____	_____
Budgeted: _____ yes _____ no	Acct# 018.518.20-6722	
CAO	_____	_____
MAYOR'S OFFICE		

Agenda Item #38
Agenda Date: March 2, 2021
(WILLIAMS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 2/22/2021

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERT WITNESS IN THE LAWSUIT STYLED, "DANIEL KNOWLES V. CITY OF JACKSON" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI FIRST JUDICIAL DISTRICT; CAUSE NO. 251-10-666 CIV"
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	Retention of expert witness to refute claim against the City of Jackson
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department _____ Consultant _____	Office of the City Attorney
8.	COST	\$6,000.00
9.	Source of Funding General fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	001.467.94-6419

MEMORANDUM



TO: Chokwe A. Lumumba, Mayor

FROM: Monica D. Allen, City Attorney
Lee Thames, Special Assistant to the City Attorney

RE: **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERT WITNESS IN THE LAWSUIT STYLED, "DANIEL KNOWLES V. CITY OF JACKSON" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI FIRST JUDICIAL DISTRICT; CAUSE NO. 251-10-666 CIV"**

DATE: February 22, 2021

The above lawsuit was filed by the Plaintiff to seek redress for injuries he allegedly sustained resulting from an accident involving former City of Jackson Police Officer Deshaun Howard. There is a dispute as to the facts and liability in this matter. However, the City Attorney has determined that it is in the best interest of the City of Jackson to retain the assistance of experts in the area of reckless disregard to defend the lawsuit.

This matter arises out of allegations that former City of Jackson Police Officer Howard negligently collided with another vehicle while transporting Plaintiff Knowles to the Hinds County Jail. Knowles filed this lawsuit to seek redress for injuries he allegedly sustained as a result of the accident. It is respectfully recommended that the Council adopt this Order.

Please contact me if you have any questions.

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

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN EXPERT WITNESS IN THE LAWSUIT STYLED, "DANIEL KNOWLES V. CITY OF JACKSON, ET AL" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI FIRST JUDICIAL DISTRICT; CAUSE NO. 251-10-666 CIV" is legally sufficient for placement in NOVUS Agenda.



Monica Allen, City Attorney

Kristen Love, Deputy City Attorney *KL*

2/23/21
DATE

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "RYAN SONNER, ET AL. V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Civil Action No.: 20-219.

OFFICE OF THE CITY ATTORNEY
Allen
Lumumba

WHEREAS, on or about April 13, 2020 , a Complaint was filed naming the City of Jackson, Mississippi, alleging that Officer Ragsdale acted in reckless disregard for the safety of Pamela Sonner when he struck Ms. Sonner's vehicle causing her death, in the suit styled, "Ryan Sonner, et al. v. City of Jackson, Mississippi", In the Circuit Court of the First Judicial District of Hinds County, Mississippi; Civil Action No. 20-219; and,

WHEREAS, on Nov. 24, 2020, the parties, through counsel, participated in a mediation where the parties negotiated and after which reached a proposed agreement to settle the aforementioned lawsuit styled RYAN SONNER, ET AL. V. CITY OF JACKSON, MISSISSIPPI, IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CIVIL ACTION NO. 20-219; and,

WHEREAS, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiffs and their attorney William E. Ballard, in return for a complete release of the City of Jackson and Entry of an Agreed Order of Dismissal; and,

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

WHEREAS, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle all claims in an amount not to exceed \$93,000 in attorney's fees and other compensatory damages.

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum not to exceed \$93,000.00 to Plaintiffs and their attorney in return for a complete release of the City of Jackson from any and all liability.

Agenda Item #39
Agenda Date: March 2, 2021
(ALLEN, LUMUMBA)

MEMORANDUM



Office of the City Attorney
(601) 960-1799

PRIVILEGED AND CONFIDENTIAL

TO: CHOKWE ANTAR LUMUMBA , MAYOR
MEMBERS OF THE CITY COUNCIL

FROM: MONICA D. ALLEN

DATE: February 23, 2021

RE: *Ryan Sonner, et al. v. City of Jackson*
In the Circuit Court of the First Judicial District of Hinds County, Mississippi
Civil Action Number: 20-219

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

The Office of the City Attorney (OCA) has been successful in negotiations and the Plaintiffs are willing to accept the sum of \$93,000.00 as full and final settlement of all claims against the City of Jackson.

On May 9, 2019, while responding to an officer needs assistance regarding a domestic disturbance call, Officer Ragsdale was traveling North on Terry Road in the right lane. Terry Road is a four lane road, two lanes for north bound travel and two lanes for southbound travel. Officer Ragsdale was traveling approximately thirty miles above the posted speed limit and failed to engage his blue lights and siren. As Officer Ragsdale approached the intersection of Terry Road and Santa Claire Drive, he slowed down and proceeded through the intersection. A vehicle, traveling in the opposite direction, attempted to make a left hand turn in front of Officer Ragsdale's vehicle. The turning vehicle was being driven by Pamela Sonner. The vehicle being driven by Officer Ragsdale collided with the vehicle being driven by Ms. Sonner. Ms. Sonner died as a result. The Jackson Police Department conducted an investigation and the department's Accident Investigation Unit issued a Collision Report. In that report, Officer Gary Arthur concluded that Ms. Sonner's death was the direct result of Officer Ragsdale "operating his vehicle in a negligent manner by deriving more than 30 MPH over the speed limit without using emergency lights or sirens."

In addition to the report that was authored by the Jackson Police Department, Officer Ragsdale

was criminally investigated regarding the automobile accident and has been indicted for Culpable Negligence Manslaughter. His criminal case is currently pending.

On November 24, 2020, the City and Plaintiffs participated in a mediation. Plaintiffs' original demand was \$500,000.00. Considering this is a wrongful death case, after a trial, attorney's fees could be anywhere from \$50,000 to \$60,000 alone. With that said, a settlement in the amount of \$93,000.00 under the facts and circumstances presented herein, is in the best interest of the City. The OCA is now seeking approval to settle this claim for \$93,000.00.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 02/23/2021

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT OF FULL AND FINAL JUDGMENT OF ALL CLAIMS IN THE MATTER OF "RYAN SONNER, ET AL. V. CITY OF JACKSON, MISSISSIPPI" IN THE HINDS COUNTY CIRCUIT COURT; Civil Action No.: 20-219.
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	Settlement of a certain claim involving the City of Jackson
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department ____ Consultant _____	Office of the City Attorney
8.	COST	\$93,000
9.	Source of Funding General fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

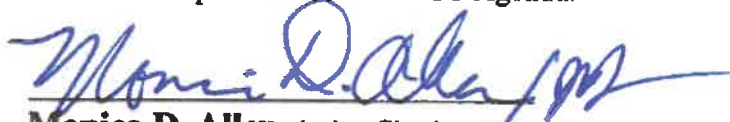
10.	E. B.O. Participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
2/23/21

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "RYAN SONNER, ET AL. V. CITY OF JACKSON, MISSISSIPPI" IN THE HINDS COUNTY CIRCUIT COURT; Cause No.: 20-219 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Acting City Attorney*
LaShundra Jackson-Winters, *Deputy City Attorney*

2-23-21

DATE

FILED

JAN 19 2021

**IN THE CHANCERY COURT THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI**

EDDIE JEAN CARR, CHANCERY CLERK

BY *[Signature]* D.C.

**IN THE MATTER OF THE ESTATE OF
PAMELA SONNER, DECEASED**

CAUSE NO. P2019-331 T/1

**ORDER DETERMINING HEIRS AT LAW AND
WRONGFUL DEATH BENEFICIARIES PURSUANT TO THE
MISSISSIPPI WRONGFUL DEATH STATUTE**

THIS MATTER, having come before the Court on the *Petition for Determination of Heirs at Law and Wrongful Death Beneficiaries Pursuant to the Mississippi Wrongful Death Statute*, filed by Petitioner, Ryan Sonner, and the Court finding that it has jurisdiction over the parties and the subject matter, hereby finds and orders the following:

1. Pamela Sonner departed this life on or about May 9, 2019. So far as the Petitioner, Ryan Sonner, knows or believes, after diligent search and inquiry, Pamela Sonner left no Last Will & Testament. At the time of her death, Pamela Sonner was a resident of the First Judicial District of Hinds County, Mississippi.

2. Petitioner, alleges that the sole heirs at law and statutory wrongful death beneficiaries of Pamela Sonner are:

- a. Ryan Sonner - surviving son
- b. Laura Weber - surviving daughter
- c. Kristin Eassa - surviving daughter

3. After diligent search and inquiry, the names of other heirs at law or wrongful death beneficiaries of Pamela Sonner and/or their post office addresses and/or their street addresses are not known to the Petitioner. Petitioner provided proper notice by publication to The Unknown Heirs at Law and Wrongful Death Beneficiaries of Pamela Sonner, Deceased.

4. Kristin Eassa and Laura Weber have joined in the petition and have consented to the relief requested in the petition.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the sole heirs at law and wrongful death beneficiaries of Pamela Sonner are:

- a. Ryan Sonner - surviving son
- b. Laura Weber - surviving daughter
- c. Kristin Eassa - surviving daughter

SO ORDERED AND ADJUDGED, this the 19th day of January, 2021.



CHANCELLOR

Prepared and Presented By:



William E. Ballard, Esq.
BALLARD LAW, PLLC
108 S. President Street
Jackson, Mississippi 39201
P: (769) 572-5111
F: (601) 813-0845
E: will@ballardlaw.ms
Attorney for Petitioner, Ryan Sonner

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI

ORDER AUTHORIZING THE ENGAGEMENT OF CASUALTY ACTUARIAL CONSULTANTS, INC TO PROVIDE PROFESSIONAL ACTUARY SERVICES FOR THE CITY OF JACKSON'S SELF-INSURED STATE TORT CLAIMS FUND AND SELF-INSURED WORKERS COMPENSATION FUND

WHEREAS, Section 11-46-17(3) of the Mississippi Code of 1972 as amended requires all political subdivisions to obtain a policy or policies of insurance, establish self-insurance reserves or provide a combination of insurance and reserves as necessary to cover all risks of claims and suits for which political subdivisions may be liable under the chapter from and after October 1, 1993; and

WHEREAS, the governing authorities for the City of Jackson established self-insurance reserve in order to comply with Section 11-46-17(3); and

WHEREAS, Section 71-3-5 of the Mississippi Code of 1972 as amended subjected counties and municipalities to provisions of the Mississippi Workers Compensation Law after October 1, 1990; and

WHEREAS, Section 71-3-5 of the Mississippi Code of 1972 authorized municipalities of the State of Mississippi having a population of forty thousand (40,000) or more desiring to do so to elect to become a self-insurer; and

WHEREAS, the City of Jackson elected and remains a self-insurer for workers compensation for claims arising before August 1, 2018; and

WHEREAS, the Governmental Accounting Standard Board (GASB) Statement 10 establishes accounting and financial reporting standards for risk financing and insurance related activities of state and local governmental entities; and

WHEREAS, the GASB Statement 10 allows an entity except a pool which uses an internal fund to use an actuarial method for calculating liabilities; and

WHEREAS, Casualty Actuarial Consultants, Inc. has previously provided actuary services necessary for the GASB Statement 10 for the City's self-insured State Tort Claim Fund and self-funded workers compensation fund; and

WHEREAS, the Risk Management Division recommends that Casualty Actuarial Consultants, Inc be engaged to provide actuary services for the City's self-insured State Tort Claim Fund and self-funded workers compensation fund so that there is continuity in the reporting;

WHEREAS, Casualty Actuarial Consultants, Inc. has agreed to provide actuary reports for the following: (1) workers compensation reserve analysis estimating the

Agenda Item #40
Agenda Date: March 2, 2021
(ALLEN, LUMUMBA)

required reserves for the City of Jackson as of September 30, 2020; (2) a workers compensation loss projection for the October 1, 2020-21 period; (3) A general liability reserve analysis estimated the required reserves under the State Tort Claims Act for the City of Jackson as of September 30, 2020; and (4) A general liability loss projection for the October 1, 2020-21 period; and

WHEREAS, the cost for the above described services will be \$11,000 payable upon delivery of the reports; and

WHEREAS, Casualty Actuarial Consultants, Inc. is also amenable to providing the same reports using data as of September 30, 2021, September 30, 2022 and September 30, 2023 for the same cost of \$11,000 per year if the City desires; and

WHEREAS, continuity of the actuarial consulting services, serves the best interest of the City of Jackson and its self-insured programs;

IT IS, THEREFORE, ORDERED that Casualty Actuarial Consultants, Inc. be engaged to provide (1) workers compensation reserve analysis estimating the required reserves for the City of Jackson as of September 30, 2020; (2) a workers compensation loss projection for the October 1, 2020-21 period; (3) A general liability reserve analysis estimated the required reserves under the State Tort Claims Act for the City of Jackson as of September 30, 2020; and (4) A general liability loss projection for the October 1, 2020-21 period; and

IT IS THEREFORE ORDERED that Casualty Actuarial Consultants be paid a sum not to exceed \$11,000 upon delivery of the reports set forth in the preceding paragraph order.

IT IS FURTHER ORDERED that Casualty Actuarial Consultants, Inc. may be engaged to provide the same service using data as of September 30, 2021, September 30, 2022, and September 30, 2023 if agreeable and desired by the Executive Branch provided that the sum paid for the service does not exceed \$11,000, and the sum is paid upon delivery of the reports.

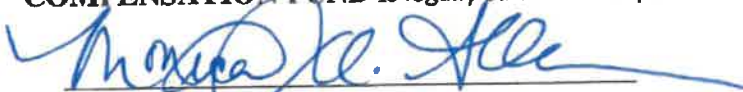
Allen, Lumumba

Office of the City Attorney

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 ENGAGEMENT OF CASUALTY
ACTUARIAL CONSULTANTS, INC., TO PROVIDE PROFESSIONAL
ACTUARIAL CONSULTING SERVICES FOR THE CITY OF JACKSON'S SELF-
INSURED STATE TORT CLAIMS FUND AND SELF-INSURED WORKERS
COMPENSATION FUND** is legally sufficient for placement in NOVUS Agenda.



Monica Allen, Interim City Attorney



Carrie Johnson, Senior Deputy City Attorney

2/23/21

DATE

FILED
Monica Allen
OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 23, 2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizes engagement of Casualty Actuarial Consultants Inc to Provide Professional Actuary Services for City of Jackson's Self-Insured State Tort Claims Fund and Self Insured Workers Compensation Fund
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	No public policy initiative – general government operations action
3.	Who will be affected	City of Jackson and Casualty Actuarial Consultants
4.	Benefits	Allows continuity of calculating liabilities for the funds
5.	Schedule (beginning date)	Upon council approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	No area – general government operations action concerning the self-insured workers compensation program and State Tort Claims Fund
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Risk Management Division of the Office of the City Attorney
8.	COST	\$11,000 annually
9.	<input type="checkbox"/> Source of Funding X General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	

MEMO

**TO: Mayor Chokwe Antar Lumumba,
City of Jackson**

FROM: Monica Allen, Interim City Attorney

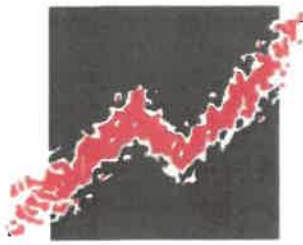


DATE: February 23, 2021

RE: Order Authorizing Engagement of Casualty Actuarial Consultants

The attached item requests that the Council approve the engagement of Casualty Actuarial Consultants, Inc to provide actuary services for the City of Jackson's self-funded State Tort Claim Fund and the Workers Compensation Fund, which is necessary for preparing GASB Statement 10.

Casualty Actuarial Consultants has previously provided the reports for the City of Jackson, and the Risk Manager recommends that the firm be engaged to insure continuity of reporting.



Casualty Actuarial Consultants, Inc.

October 28, 2020

MacDarrell Poullard | Risk Manager
Risk Management Division | City of Jackson Legal Department
218 South President Street, Jackson, MS 39201
P.O. Box 17, Jackson, MS 39205-0017

Dear Mr. Poullard:

We are pleased to have the opportunity to present this engagement letter for actuarial services to the City of Jackson, Mississippi ("the City of Jackson") Specifically, through an evaluation of the underlying reserving and exposure data, we will provide the City of Jackson with actuarial reports for workers compensation and general liability using data valued as of 9/30/20. In the paragraphs that follow, we will outline our understanding of the project scope, and our planned project personnel, and our proposed professional fees.

PROJECT SCOPE

The 9/30/20 Actuarial Reports will include the following:

- A workers compensation reserve analysis estimating the required reserves for the City of Jackson as of 9/30/20.
- A workers compensation loss projection for the 10/1/20-21 period.
- A general liability reserve analysis estimating the required reserves under the State Tort Claims Act for the City of Jackson as of 9/30/20.
- A general liability loss projection for the 10/1/20-21 period.

PROJECT PERSONNEL

P. Keith Wooley, ACAS, MAAA will act as the Engagement Manager, responsible for the daily work flow on the project including the planning and communication of results.

Tom Langer, FCAS, MAAA will act as the peer review actuary, responsible for a detailed check of the calculations and assumptions made in the report.

J. Edward Costner, ACAS, MAAA, President of Casualty Actuarial Consultants, Inc. will act as the final review actuary.

Mr. MacDarrell Poullard
October 28, 2020
Page Two

FEES

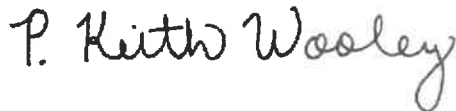
Our proposed professional fees for the services we have described will be \$11,000. We will present our invoice upon delivery of the reports.

CONTINUATION OF ENGAGEMENT

We agree to provide the actuarial services listed under the PROJECT SCOPE Section of this letter for three additional years (using data as of 9/30/21, 9/30/22, and 9/30/23). The fee for these services will continue to be \$11,000 per year.

The above paragraphs present our proposal to serve your actuarial consulting needs based on our current understanding of your requirements. Please do not hesitate to contact me with any questions or to discuss the proposal further. We look forward to working with you on this project.

Sincerely,



P. Keith Wooley, ACAS, MAAA
Vice President

October, 2020

Casualty Actuarial Consultants, Inc.

ORDER AUTHORIZING THE ENGAGEMENT OF WIMBERLY CLAIMS SERVICE TO PROVIDE CLAIMS AUDITING SERVICES FOR THE CITY OF JACKSON'S SELF-INSURED STATE TORT CLAIMS FUND

OFFICE OF THE CITY ATTORNEY
WIMBERLY CLAIMS SERVICE

WHEREAS, Section 11-46-17(3) of the Mississippi Code of 1972 as amended requires all political subdivisions to obtain a policy or policies of insurance, establish self-insurance reserves or provide a combination of insurance and reserves as necessary to cover all risks of claims and suits for which political subdivisions may be liable under the chapter from and after October 1, 1993; and

WHEREAS, the governing authorities for the City of Jackson established self-insurance reserve in order to comply with Section 11-46-17(3); and

WHEREAS, the Self-Insured State Tort Claims Fund must be audited; and

WHEREAS, Wimberly Claims Service has provided the auditing services for the Self-Insured State Tort Claims Fund in previous years; and

WHEREAS, the Risk Manager recommends that the company be engaged to audit the State Tort Claims Fund in order to ensure continuity of the audit and its findings and the timely receipt of the audit report; and

WHEREAS, Wimberly Claims Service has indicated that it will audit open and closed liability claim files and provide a report to the Risk Management Division explaining its findings and recommendations using data as of September 30, 2020, September 30, 2021 and September 30, 2022 if desired at a cost of \$6,000 per year; and

WHEREAS, the cost stated includes travel expenses, lodging, and the auditing services;

WHEREAS, continuity of the auditing services, serves the best interest of the City of Jackson and its general liability self-insured program;

IT IS, THEREFORE, ORDERED that Wimberly Claims Services may be engaged to perform the audit of open and closed liability claim files using data as of September 30, 2020, September 30, 2021, and September 30, 2022 at a cost not to exceed \$6,000 per year if desired.

Agenda Item #41
Agenda Date: March 2, 2021
(ALLEN, LUMUMBA)

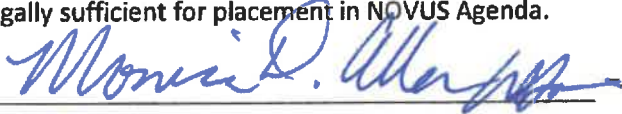
City Attorney

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

OFFICE OF THE CITY ATTORNEY
Monica Allen

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE ENGAGEMENT OF WIMBERLY CLAIMS SERVICE TO PROVIDE PROFESSIONAL CLAIMS AUDITING SERVICES FOR THE CITY OF JACKSON'S SELF-INSURED STATE TORT CLAIMS FUND** is legally sufficient for placement in NOVUS Agenda.



Monica Allen, Interim City Attorney



Carrie Johnson, Senior Deputy City Attorney


2/23/21
DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 23, 2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizes engagement of Wimberly Claims Service to audit the open and closed liability claims files of the Self-Insured State Tort Claim Fund
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	No public policy initiative – general government operations action
3.	Who will be affected	City of Jackson Risk Management Division and Office of City Attorney
4.	Benefits	Allows continuity of audit findings and recommendations
5.	Schedule (beginning date)	Upon council approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	No area – general government operations action concerning the self-insured State Tort Claims Fund
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Risk Management Division of the Office of the City Attorney
8.	COST	\$6,000 for each year of the audit for three (3) year period
9.	<input type="checkbox"/> Source of Funding X General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	

MEMO

TO: Mayor Chokwe Antar Lumumba,
City of Jackson

FROM: Monica Allen, Interim City Attorney 

DATE: February 23, 2021

RE: Order Audit of Self Insured State Tort Claim Fund

The Order which accompanies this Memo requests that the Council authorize the engagement of Wimberly Claims Service to audit open and closed liability claim files of the Self-Insured State Tort Claim Fund.

Wimberly Claims Service has audited the City's claim files for the Self-Insured State Tort Claim Fund previously. The Risk Manager has recommended that the engagement continue so that there is continuity in the findings and recommendations from previous audits.



December 16, 2020

Mr. MacDarrell Poullard - Risk Manager
Office of the City Attorney
218 South President Street
Jackson, MS 39205-0017

Dear Mr. Poullard,

Thank you for the opportunity to submit a quote for providing **professional claims auditing services** for the City of Jackson's Self-Insured State Tort Claims Fund Program.

Project Scope:

The services provided by our company will include two knowledgeable claims professionals with at least 40 total years of claims experience, including management and supervisory positions. These claims professionals will present to the offices of the risk management department at a time mutually convenient for all involved, but no later than February of the year following the fiscal year being audited. The audit will be conducted during a full work day or 8 hour time frame providing a combined total of 16 hours to include auditing and meeting with Risk Management and City Attorney's Office staff. The claims that will be audited include both open and closed liability files. At the end of this audit, a wrap up discussion with the city's Risk Management Department and City Attorney's office representative will be held in order to relay the findings of the audit. Within 60 days of the audit completion, a report will be forwarded to the Jackson Risk Management Department outlining our findings and recommendations.

Continuation of Engagement:

We agree to provide the Claims Audit services listed under the above project scope section of this letter for three additional years using data as of 9/30/2020, 9/30/2021, and 9/30/2022. The fees including all travel expenses, lodging, audit services and reporting will continue to be \$6,000 per year.

The above proposal to serve as your Claims auditing needs is based on our current understanding of your requirements. Please feel free to contact our office with any questions or to discuss our proposal further. We look forward to continuing our contract for services with the City of Jackson.

Thanking you for your consideration,

Sincerely,

John S. Wimberly, AIC
President – Wimberly Claims Service
Chuck Wimberly
V.P. – Wimberly Claims Service
561 Maitland Avenue
Altamonte Springs, FL 32701
Phone: 904-745-5471 Fax: 866-658-9797

FILE OF THE CITY ATTORNEY
- 1015 -
H. Jones

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF A FORMER POLICE OFFICER OF THE JACKSON POLICE DEPARTMENT FOR FUTURE MEDICAL EXPENSE IN UNCONTROVERTED MWCC #0807188

WHEREAS, on July 8, 2008, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

WHEREAS, in addition to the self-insured fund, the City of Jackson also had a policy of Excess Risk coverage with Safety National Insurance Company; and

WHEREAS, on July 8, 2008, an officer with the Jackson Police Department was shot in the head, stomach, and shoulder during the pursuit of armed robbery suspects; and

WHEREAS, the officer received inpatient treatment and rehabilitation at local hospitals and was eventually discharged in October 2008; and

WHEREAS, subsequent to discharge, the officer attempted to return to work in sedentary capacity with the Jackson Police Department but the work trial was not successful; and

WHEREAS, medical professionals opined that the officer was not capable of gainful employment, and the officer retired; and

WHEREAS, the claim was deemed to be compensable under the Mississippi Workers Compensation Act the maximum indemnity benefits were paid; and

WHEREAS, Section 71-3-15 of the Mississippi Code requires an employer to furnish medical, surgical, and other attendance or treatment, nurse and hospital service, medicine, crutches, artificial members, and other apparatus for such period as the process of recovery may require; and

WHEREAS, the City of Jackson has paid for medical services and treatment but has a continuing obligation to provide medicals; and

WHEREAS, a motion was filed with the Mississippi Workers Compensation Commission seeking payment retroactively for services provided by a family member for attendant care services; and

WHEREAS, a response was filed to the motion noting that the City of Jackson had not received a request for attendant care services and based on medical reports, the City did not have an understanding that assistance with daily living activities was required; and

WHEREAS, the Administrative Law Judge ordered an evaluation of the former officer with a local neurologist, who opined that the officer presently does require assistance for two (2) hours per day; and

Agenda Item #42
Agenda Date: March 2, 2021
(ALLEN, LUMUMBA)

WHEREAS, the Administrative Law Judge entered an order on September 22, 2020, requiring the City to reimburse the family member for two (2) hours per day at the rate of \$8.00 per hour based on the Mississippi Workers Compensation Fee Schedule from December 2019 until the present and encouraged the parties to mediate the retroactive attendant care issue; and

WHEREAS, in addition to ordering the City to reimburse the family member for two (2) hours per day, an evaluation with a neuropsychologist was ordered; and

WHEREAS, the parties entered into mediation on the retroactive attendant care; and

WHEREAS, the former officer's attorney also inquired if the City would be amenable to mediating future medical liability and attendant care; and

WHEREAS, the Safety National Insurance was interested in mediating the future medical liability and attendant care because the City reached the threshold for its out of pocket expense resulting in Safety National reimbursing the City for its expenditures; and

WHEREAS, Safety National Insurance and the Third Party Administrator, Sedgwick secured a Medicare Set Aside Allocation to aid in the mediation because the former officer is Medicare eligible; and

WHEREAS, the Medicare Set Aside Allocation indicated that future costs reimbursable to Medicare including prescriptions would total \$178,615.95; and

WHEREAS, Safety National reported that an annuity professionally administered by Arcadia would cost approximately \$141,637.82 to fund the covered Medicare reimbursable costs; and

WHEREAS, the cost to fund the annuity is subject to change based on interest rates and market changes; and

WHEREAS, the City of Jackson would be obligated to pay for the non-Medicare covered attendant care for the duration of the former officer's life, which was expected to be 23 years; and

WHEREAS, the reimbursement or costs for attendant care has the potential for increasing from \$8.00 per hour based on the advanced age of the family member currently providing it, which may necessitate the use of an agency or other professionals; and

WHEREAS, Safety National provided the Office of the City Attorney with authority to negotiate the attendant care from the past and the future; and

WHEREAS, the Office of the City Attorney was successful in mediating the attendant care from the past and the future for the sum of \$200,000.00; and

WHEREAS, the payment of the sum of \$200,000.00 is within the range of the authority provided by Safety National to the Office of the City Attorney; and

WHEREAS, the payment of the sum of \$200,000.00 is in addition to the purchase of an annuity for the Medicare Set Aside; and

WHEREAS, compromise and settlement of the City's liability for future medical serves the best interest of the City of Jackson because the City's exposure for payment of medicals after any coverage limit afforded by the Excess Risk Policy is exhausted will be extinguished and insulated from changes in the rate for attendant care into the future

WHEREAS, the sums paid for the annuity to purchase the Medicare Set Aside and the attendant care claim is subject to the Excess Risk Policy coverage is anticipated to be reimbursed by Safety National;

WHEREAS, according to the report of the neuropsychologist, the former officer requires assistance with financial and legal affairs but is cognizant enough to have input in decision making; and

WHEREAS, the former officer had the assistance of counsel and also a family member during the mediation and agreed to accept the sum of \$200,000.00 and the Medicare Set Aside annuity which will be professionally administered by Arcadia;

IT IS HEREBY ORDERED that subject to the approval of the Mississippi Workers Compensation Commission, the Office of the City Attorney is authorized to compromise and settle the employee's claim for medicals by procurement of an annuity from Arcadia and also the payment of \$200,000.00 for the non-Medicare covered attendant care.

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.

Allen Lumumba

M E M O R A N D U M



Office of the City Attorney
(601) 960-1799

Privileged Communication

TO: Mayor Chokwe Lumumba

FROM: Monica Allen 

DATE: February 24 2021

RE: Settlement of Former Employee's Claim for Medical Services and Supplies pursuant to Mississippi Workers Compensation Act

The Order which accompanies this memo requests that the governing authorities approve the compromise and settlement of the City's liability for future medical services and supplies in an uncontroverted workers' compensation claim of a former police officer.

The compromise and settlement consist of the purchase of an annuity to fund a Medicare Set Aside and the payment of \$200,000.00 in retroactive and future attendant care services. The injuries sustained by the former officer reached the threshold for out of pocket expenditures and is now subject to reimbursement by an Excess Risk Policy underwritten by Safety National. It is anticipated that Safety National will reimburse the City the sums for the Medicare Set Aside and the \$200,000.00.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
2021**

**February 24
DATE**

POINTS		COMMENTS																																																																						
1.	Brief Description/Purpose	Order Authorizes the Office of the City Attorney to settle and compromise a former police officer's claim for future medical and attendant care expenses																																																																						
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 – compromise and settlement of a claim against municipality under the Mississippi Workers Compensation Act																																																																						
3.	Who will be affected	City of Jackson, former employee, attorney for former employee, Mississippi Workers Compensation Commission																																																																						
4.	Benefits	City's exposure for future medicals extinguished.																																																																						
5.	Schedule (beginning date)	Upon approval of Mississippi Workers Compensation Commission																																																																						
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	No specific area - general government																																																																						
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Office City Attorney																																																																						
8.	COST	\$200,000 plus the cost of purchasing an annuity for Medicare Set Aside estimated to be \$141,637.51.																																																																						
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General fund allocation for workers compensation benefits and medicals • Excess Risk Carrier anticipated to reimburse after payment																																																																						
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>					
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Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY
Monica Allen

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE A FORMER POLICE OFFICER OF THE JACKSON POLICE DEPARTMENT FOR FUTURE MEDICAL EXPENSE IN UNCONTROVERTED MWCC #0807188 has been reviewed by me and is legally sufficient for adoption by the governing authorities.

Monica Allen

Monica Allen, Interim City Attorney

2/24/21

Date

Carrie Johnson

Carrie Johnson, Deputy City Attorney

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE CITY LEGAL DEPARTMENT TO INSTITUTE LEGAL ACTION AGAINST THE OWNERS AND OPERATORS OF JASCO BAILEY AVENUE, 1038 WOODROW WILSON AVENUE, JACKSON, MISSISSIPPI 39213 (INTERSECTING WITH MARTIN LUTHER KING JR. DRIVE), AS A PUBLIC NUISANCE.

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

WHEREAS, the Jackson City Council understands and acknowledges the importance of protecting its citizens from exposure to nuisances; and

WHEREAS, the establishment known as Jasco Bailey Avenue, located at 1038 Woodrow Wilson Avenue, Jackson, Mississippi 39213 (intersecting with Martin Luther King Jr. Drive) has been operating in a manner where the Jackson Police Department has responded to numerous calls for service for various criminal activity; and

WHEREAS, it is in the best interests of the citizens that the City Legal Department be given authority to proceed with the institution of legal action against the owners and operators of Jasco Bailey Avenue, located at 1038 Woodrow Wilson Avenue, Jackson, Mississippi 39213 (intersecting with Martin Luther King Jr. Drive), as a public nuisance.

IT IS, THEREFORE, ORDERED that the City Legal Department is hereby authorized to proceed with the institution of legal action against the owners and operators of Jasco Bailey Avenue, located at 1038 Woodrow Wilson Avenue, Jackson, Mississippi 39213 (intersecting with Martin Luther King Jr. Drive), as a public nuisance.

Agenda Item #43
Agenda Date: March 2, 2021
(STOKES)

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND HINDS COUNTY, MISSISSIPPI, TO PROVIDE FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) TO HINDS COUNTY, MISSISSIPPI, TO ENGAGE DEPUTIES OF THE SHERIFF OF HINDS COUNTY TO ASSIST WITH PUBLIC SAFETY ACTIVITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, during the City Council meeting on October 13, 2020, the City of Jackson, by resolution (Item #65), declared a crisis of violence within the City of Jackson; and

WHEREAS, by way of the afore-mentioned resolution (Item #65) and another resolution, Item #66, passed during that same meeting, the City recognizes the fact that the Jackson Police Department (JPD) is presently understaffed and in need of tangible assistance; and

WHEREAS, pursuant to the afore-mentioned resolutions passed on October 13, 2020, and in consideration of the public health, safety and welfare of the citizens of the City of Jackson, the City should enter into an interlocal cooperative agreement with Hinds County, Mississippi to engage Deputies of the Sheriff of Hinds County, Mississippi to assist with public safety activities within the City of Jackson, Mississippi.; and

WHEREAS, under the proposed interlocal agreement the City of Jackson would provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi; and

WHEREAS, the proposed interlocal cooperative agreement would continue from the effective date as until such time as the crisis has been abated, the funds have been expended, and activities contemplated by the interlocal agreement have been completed.

THEREFORE, IT IS HEREBY ORDERED that pursuant to the Interlocal Cooperation Act of 1974 and other applicable law, the Mayor is authorized to execute an interlocal agreement between the City of Jackson, Mississippi and the Hinds County to provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi.

Agenda Item #44
Agenda Date: March 2, 2021
(STOKES)

OFFICE OF THE CITY CLERK
 3/16/20
 12:11

ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

WHEREAS, the Mayor of the City of Jackson declared a civil emergency in the City of Jackson pursuant to Section 45-17-3 of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, the Jackson City Council declared a state of local emergency throughout the City of Jackson, and the areas encompassed by the boundaries of the City of Jackson pursuant to Section 33-15-17(d) of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

WHEREAS, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

WOLSELEY 5259 GREENWAY DRIVE EXT. JACKSON, MS 39204-3212	COVID-19 Disinfecting Supplies and Equipment	\$65,369.38
STAFFERS POST OFFICE BOX 16466 JACKSON, MS 39236-6466	COVID-19 Temporary Staff	\$1,057.98
MCGRAW "GOTTA GO" P O BOX 267 FLORA, MS 39071	Porta Potty Rental	\$1,800.00
CINTAS POST OFFICE BOX 630921 CINCINNATI, OH 45263-0921	Weekly Spray and Hand Sanitizing Services	\$15,327.01
L&N ENTERPRISES 123 BICKHAM LANE FLORENCE, MS 39073	Weekly Spray Service	\$87,410.10

IT IS, THEREFORE, ORDERED, payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.

Agenda Item #45
 Agenda Date: March 2, 2021
 (SANDERS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 9, 2021
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.																																													
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	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
4. Benefits	Authoring payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.																																													
5. Schedule (beginning date)	Upon council approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department 7. <input type="checkbox"/> ▪ Consultant	Mayor's Office																																													
8. COST	\$62,616.83																																													
<input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond 9. <input type="checkbox"/> ▪ Other	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

MEMORANDUM

Office of the Mayor
(601) 960-1084



TO: Honorable Members of the Jackson City Council

FROM: Keyshia E. Sanders, Constituent Services

DATE: February 25, 2021

RE: **Order authorizing payment of invoices for certain services and commodities purchased for the purpose of advancing the public health, safety, and welfare of the City of Jackson during the COVID-19 Pandemic.**

The Department of Constituent Services is requesting that said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*



Date

OFFICE OF THE CITY ATTORNEY
2/26/21