



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
September 26, 2017  
AGENDA  
6:00 PM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. REVEREND JAMES BRINSON OF PERRY CHAPEL CME CHURCH

**PUBLIC HEARING**

2. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS. (WARD 7) (KUMAR, LUMUMBA)
3. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS. (WARD 7) (KUMAR, LUMUMBA)
4. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE. (WARD 7) (KUMAR, LUMUMBA)
5. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE. (WARD 7) (KUMAR, LUMUMBA)

**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. ORDER ACCEPTING PAYMENT OF \$3,995.80 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (KEEVES M. JOHNSON) AS A PROPERTY DAMAGE SETTLEMENT. (ALLEN, LUMUMBA)
8. ORDER ACCEPTING PAYMENT OF \$4,541.24 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (LATOYA BARNES) AS A PROPERTY DAMAGE SETTLEMENT. (ALLEN, LUMUMBA)

#### INTRODUCTION OF ORDINANCES

9. ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI REQUIRING CANADIAN NATIONAL RAILWAY COMPANY TO ERECT A VIADUCT ACROSS THE CANADIAN NATIONAL RAILROAD LINE ON LIVINGSTON ROAD AT RIDGEWAY STREET. (STOKES)

#### REGULAR AGENDA

10. CLAIMS (HATCHER, LUMUMBA)
11. PAYROLL (HATCHER, LUMUMBA)
12. ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH IMMIX TECHNOLOGY, INC., FOR THE MAINTENANCE FOR ORACLE TALEO SOFTWARE. (HATCHER, LUMUMBA)
13. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AUDIT AGREEMENT LETTER FROM TANN, RUSS & BROWN TO PROVIDE AUDITING SERVICES FOR FISCAL YEAR 2017. (HATCHER, LUMUMBA)
14. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS. (WARD 7) (KUMAR, LUMUMBA)
15. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS. (WARD 7) (KUMAR, LUMUMBA)
16. ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE. (WARD 7) (KUMAR, LUMUMBA)

17. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE. (WARD 7) (KUMAR, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE CONTRACT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI HOUSING PARTNERSHIP, INC. FOR THE COMPLETION OF THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDED DOWN PAYMENT ASSISTANCE PROGRAM. (ALL WARDS) (KUMAR, LUMUMBA)**
19. **ORDER AUTHORIZING FINAL PAYMENT TO JEFCOAT RECREATION, LLC, FOR THE BATTLEFIELD PARK PROJECT, PROJECT NUMBER 3B8001, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION. (WARD 7) (SMASH, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS RELATED TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, MISSISSIPPI LOCAL MOSQUITO CONTROL SUPPORT GRANT PROGRAM. (ALL WARDS) (SMASH, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT APPLICATION FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM. (ALL WARDS) (SMASH, LUMUMBA)**
22. **ORDER ACCEPTING THE PROPOSAL OF CERES ENVIRONMENTAL TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON. (ALL WARDS) (SMASH, LUMUMBA)**
23. **ORDER ACCEPTING THE PROPOSAL OF TRUE NORTH EMERGENCY MANAGEMENT TO PROVIDE EMERGENCY MANAGEMENT TO PROVIDE EMERGENCY DEBRIS MANAGEMENT TO THE CITY OF JACKSON. (ALL WARDS) (SMASH, LUMUMBA)**
24. **ORDER ACCEPTING THE PROPOSAL OF CROWDER GULF TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON. (ALL WARDS) (SMASH, LUMUMBA)**
25. **ORDER ACCEPTING MYTHICS, INC. TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE, LICENSING, AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM. (SMASH, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, INC. FOR THE GROVE PARK DRAINAGE IMPROVEMENTS PHASE II, CITY PROJECT NUMBER 15B5007.401. (WARD 4) (SMASH, LUMUMBA)**

27. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY FOR THE NRCS EWP DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 16B5002.901. (WARDS 3, 4, & 7) (SMASH, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING, INC. FOR THE MILL STREET PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(001) LPA/107313-711000. (WARD 7) (SMASH, LUMUMBA)**
29. **ORDER AUTHORIZING THE DEMOLITION OF THE FORMER JACKSON POLICE PRECINCT FOUR SUBSTATION. (WARD 7) (SMASH, LUMUMBA)**
30. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE PARHAM BRIDGES PARK ENTRANCE IMPROVEMENTS PROJECT, PROJECT NUMBER 3B8001. (WARD 7) (SMASH, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, DEPARTMENT OF PARKS & RECREATION AND MY BROTHER'S KEEPER, INCORPORATED, APPROVING THE CONSTRUCTION OF A PERMENANT SHADED STRUCTURE AT LAKE HICO PARK, LOCATED AT 4851 WATKINS DRIVE, AND THE CONTINUED USE OF A POP-UP FARMERS MARKET AT BATTLEFIELD PARK, LOCATED AT 953 WEST PORTER STREET, JACKSON, MISSISSIPPI. (WARDS 4 & 7) (HARRIS, LUMUMBA)**
32. **ORDER APPOINTING ROBERT MILLER, DIRECTOR OF THE PUBLIC WORKS DEPARTMENT, CITY OF JACKSON, MISSISSIPPI.(LUMUMBA)**
33. **ORDER APPOINTING ISON HARRIS, DIRECTOR OF PARKS AND RECREATION, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH OCTAGON GROUP, LLC TO PERFORM LOBBYIST SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
35. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JAMES L. HENLEY, JR. TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)**
36. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF LAWANDA HARRIS TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)**
37. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE COMMEMORATION OF ATTORNEY R. JESS BROWN FOR A LIFETIME OF HISTORY-CHANGING ACHIEVEMENT. (STOKES)**

#### **DISCUSSION**

38. **DISCUSSION: FACADE GRANT (STOKES)**
39. **DISCUSSION: HUSTLERS (STOKES)**
40. **DISCUSSION: UPDATE ON THE ONE LAKE PROJECT (FOOTE)**



41. DISCUSSION: UPDATE ON THE DISTRICT AT EASTOVER PROJECT  
(FOOTE)

**PRESENTATION**

**PROCLAMATION**

42. PROCLAMATION HONORING AND COMMENDING MISSISSIPPI NATIVE  
AND OLYMPIC GOLD MEDALIST TORI BOWIE FOR HER  
OUTSTANDING TALENTS AND ATHLETIC ACHIEVEMENTS. (LUMUMBA)

**RESOLUTIONS**

43. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORING AND COMMENDING MR. ISAAC CHARLES FULGHAM, A  
LANIER HIGH SCHOOL SENIOR AND LEADER IN ACADEMIA. (STOKES)

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

## **ALL ITEMS IN COMMITTEE**

### **FINANCE**

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

### **ECONOMIC DEVELOPMENT**

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

## **ALL ITEMS IN COMMITTEE**

### **EDUCATION**

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

### **LEGISLATIVE**

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

### **PLANNING**

1. Ordinance amending re-enacting a City of Jackson Curfew Ordinance, Chapter 86, Article II, of the Code of Ordinances City of Jackson, Mississippi to establish a curfew applicable to juveniles to within the City of Jackson. (Stokes) (07/26/11)
2. Ordinance of the City Council of Jackson, Mississippi renaming Amite Street (from Gallatin Street to Robinson Street) to Dr. John M. Perkins Drive. (Stokes) (08/24/10)
3. Ordinance of the City Council of Jackson, Mississippi renaming of Cleary Street (from Dalton Street to the Dead End) to Rev. Dr. Emmett C. Burns, Jr. Drive. (Stokes) (09/06/11)
4. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Medgar Evers Blvd. (from Ridgeway Street to Martin Luther King, Jr. Drive) to Reverend Curtis W. Houston Drive. (Cooper-Stokes) (07/10/12)
5. Ordinance of the City Council of Jackson, Mississippi requiring sprinkler systems in buildings housing flammable materials. (Cooper-Stokes) (09/4/112)
6. Ordinance of the City Council of Jackson, Mississippi renaming of Flag Chapel Rd. (from Northside Drive to Cynthia Road) to Nathaniel Booker Road. (Bluntson) (05/28/13)
7. Resolution of the City Council of Jackson, Mississippi encouraging the enhanced use of cell phone towers in the City. (Cooper-Stokes) (01/14/14)
8. Ordinance amending the 2008 amendment to the Capital City Smoke-Free Air Ordinance of 2003, codified as Chapter 86, Article VI, of the Code of Ordinances, City of Jackson, Mississippi. (Whitwell) (01/14/14)

## ALL ITEMS IN COMMITTEE

9. A Resolution authorizing the Mayor or his designee to enter into a marketing agreement with Utility Service Partner Private Label, Inc. DBA Service Line Warranties of America, to license the use of the City of Jackson trademark in conjunction with marketing communications to the City of Jackson residents about warranty plans for the repair of water and sewer lines on residential property, to receive trademark licensing fees, and for other purposes. (Stamps) (02/27/14)
10. Ordinance of the City Council of Jackson, Mississippi to rename two streets: Gun Street for Albert Barber, Jr. and Hume Street for Jason Murphy, two teenage African American males who were double homicide victims in the City of Jackson in July 2013. (Cooper-Stokes) (03/11/14)
11. Discussion Item: City Land Bank Operations (Stamps) (03/25/14)
12. Ordinance of the City Council of Jackson, Mississippi renaming Battlefield Park in honor of the late Jackson Mayor Chokwe Lumumba. (Cooper-Stokes) (08/14/14) & (11/18/14)
13. Ordinance of the City Council of Jackson, Mississippi regulating the operation of drones in the city limits and requiring the registration of drones. (Cooper-Stokes) (09/09/14)
14. Ordinance of the City Council of Jackson, Mississippi requiring no-touch temperature checks of passengers arriving at City-owned airports. (Cooper-Stokes) (10/30/14)
15. Ordinance of the City Council of Jackson, Mississippi requiring the closure of nuisance nightclubs. (Cooper-Stokes) (11/04/14)
16. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operation. (Cooper-Stokes) (11/04/14)
17. Discussion: Parking meters and parking in downtown Jackson (Priester) (02/24/15)
18. Ordinance of the City Council of Jackson, Mississippi renaming Gymnasium Drive (from Bullard Street to Dead end) to James Rice, Jr. Drive. (Stokes) (10/06/15)
19. Ordinance of the City Council of Jackson, Mississippi regulating public accommodations for restroom facilities. (Stokes) (11/03/15)
20. Ordinance of the City Council of Jackson, Mississippi renaming Flag Chapel Road (from Clinton Boulevard to Northside Drive) to President Barack Obama Drive. (Stamps) (01/12/16)



## ALL ITEMS IN COMMITTEE

21. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Valley Street from Highway 80 to Raymond Rd. to Rev. Dr. R.L.T. Smith Drive. (Stokes) (02/09/16)
22. Ordinance of the City Council of Jackson, Mississippi regulating the annual water sampling of Municipal water for the detection of contaminants of lead or copper. (Hendrix, Stamps) (02/09/16)
23. Ordinance of the City of Jackson, Mississippi amending Chapter 126 of the Jackson Municipal Code of Ordinances to modernize the regulation of vehicles for hire of the City of Jackson, Mississippi. (Priester) (03/10/16)
24. Ordinance of the City Council of Jackson, Mississippi naming the downtown Jatran Bus Transfer Station in honor of Mrs. Rosa Parks. (Stokes) (04/19/16)
25. Ordinance of the City Council of Jackson, Mississippi renaming Morris Street (from Jefferson Street to Commerce Street to Corrice Collins Drive). (Stokes) (04/19/16)
26. Order authorizing a one year moratorium on certain new business licenses in the City of Jackson. (Stamps) (05/03/16)
27. Ordinance of the City Council of Jackson, Mississippi renaming Tombigbee Street (from Congress Street to West Street) to Travis E. Knight Drive. (Stokes) (07/12/16)
28. Ordinance of the City Council of Jackson, Mississippi renaming a portion of Ridgeway Street (from Bailey Avenue to the Dead End) to Doug L. Anderson Street. (Stokes) (08/23/16)
29. Order requesting the City Council review and vote to approve the sign variance request for Jackson Public Schools to erect a 726 sq. ft. LED Billboard within a SUD zone which does not allow billboards. (Jefferson, Yarber) (09/06/16)
30. Order requesting the City Council review and vote to deny the sign variance request for Jackson Public Schools to erect a 726 sq. ft. LED Billboard within a SUD zone which does not allow billboards. (Jefferson, Yarber) (09/06/16)
31. Order requesting the City Council review and vote to approve the sign variance request for Jackson Public Schools to erect a three sided/faced LED Billboard within a SUD zone which does not allow there sided/faced billboard. (Jefferson, Yarber) (09/06/16)
32. Order requesting the City Council review and vote to deny the sign variance request for Jackson Public Schools to erect a three sided/faced LED Billboard within a SUD zone which does not allow there sided/faced billboard. (Jefferson, Yarber) (09/06/16)

## ALL ITEMS IN COMMITTEE

33. Order of the City Council of Jackson, Mississippi authorizing payment to Lori Swanier for claim number 9555 in an amount not to exceed four hundred sixty-one dollars. (Stokes) (10/04/16)
34. Order authorizing the Mayor to retain Attorney Terris C. Harris for legal services for the City of Jackson, Mississippi against Siemens Industry, Inc. and possibly others. (Stokes) (10/04/16)
35. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operations from 12:00 a.m. to 6:00 a.m. (Stokes) (10/18/16)
36. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Vardaman Street (from Bailey avenue to Bailey Avenue Extension) to Al Joyner Way. (Stokes) (11/01/16)
37. Order rescinding the ordinance of the City Council of Jackson, Mississippi renaming Langley Avenue (from Silas Brown Street to Winter Street) to Dr. Raymond O. Baird Drive. (Stamps) (11/01/16)
38. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Pearl street (from Dalton Street to Prentiss Street) to Coach Paul Covington Drive. (Stokes) (11/29/16)
39. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Pearl Street (from Dalton to Prentiss Street) to Coach Paul Covington Drive. (Stokes) (12/27/16)
40. Ordinance of the City Council of Jackson, Mississippi renaming Bailey Avenue (from Bailey Avenue Extension to Woodrow Wilson) to Tommie Hathorn Way. (Stokes) (12/27/16)
41. Ordinance of the City Council of Jackson, Mississippi to regulate security at apartments with 25 or more rental units. (Stokes) (02/21/17)
42. Ordinance of the City Council of Jackson, Mississippi naming Road of Remembrance Park as Alfredteen Brown Harrison Park. (Stokes) (03/07/17)
43. Ordinance amending Chapter 102 – Signs, Article II. Sign regulations, Section 102-32, Prohibited signs, of the Code of Ordinances of the City of Jackson, Mississippi to prohibit any outdoor sign that contains any message or depiction of a sexually explicit nature. (Stamps) (03/07/17)

## ALL ITEMS IN COMMITTEE

44. Ordinance amending sections of Chapter 62 of the Code of Ordinances City of Jackson, Mississippi, governing Flood Damage Prevention and for related purposes. (Smash, Yarber) (03/21/17)
45. Ordinance of the City Council of Jackson, Mississippi renaming Pear Street to Reverend Jesse Sutton, Jr. Street. (Stamps) (04/04/17)
46. Ordinance of the City Council of Jackson, Mississippi renaming Carnes Street (from Palmyra Street to Martin Luther King, Jr., Dr.) to Reverend Alvin Burton, Sr. Street. (Stokes) (04/18/17)
47. Ordinance of the City Council of Jackson, Mississippi renaming Cohea Street (from Palmyra Street to Lamar Street) to Corporal Allen Harper, Jr., Street. (Stokes) (04/18/17)
48. Ordinance of the City Council of Jackson, Mississippi renaming Todd Street (from Palmyra Street to Martin Luther King, Jr. Dr.) to Andre Lamont Jones Street. (Stokes) (04/18/17)
49. Order declaring parcel 73-26 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
50. Order declaring parcel 72-56 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
51. Order declaring parcel 72-37 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
52. Order declaring parcel 73-29-1 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
53. Order declaring parcel 72-58 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
54. Order declaring parcel 72-52 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
55. Order declaring parcel 72-55 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
56. Order declaring parcel 73-22 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)

## **ALL ITEMS IN COMMITTEE**

57. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Capitol Street from Gallatin Street to State Street to Williams Brothers Drive. (Stokes) (08/29/17)
58. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Brame Street (from Northside Drive to the Dead End of Eubanks Creek) to Bishop Hollis Musgrove Drive. (Stokes) (08/29/17)
59. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Kimball Avenue (from Sunset Drive to Liberty Street) to Johnetta Jurden Drive. (Stokes) (08/29/17)

## **RULES**

### **GOVERNMENT OPERATIONS**

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

Updated: 08/25/15; 08/26/15; 09/09/15; 09/23/15; 10/08/15; 10/27/15; 11/04/15; 11/17/15; 12/01/15; 12/16/15; 01/13/16; 02/02/16; 03/11/16; 04/11/16; 04/18/16; 05/04/16; 05/10/16; 05/18/16; 05/31/16; 06/06/16; 06/14/16; 07/13/16; 08/11/16; 08/24/16; 09/08/16; 09/28/16; 10/07/16; 11/01/16; 11/02/16; 11/09/16; 11/15/16; 11/21/16; 12/22/16; 12/28/16; 01/11/17; 02/07/17; 03/13/17; 03/20/17; 04/05/17; 06/09/17; 06/13/17; 08/10/17; 09/01/17; 09/06/17



OFFICE OF THE CITY CLERK  
9/27/16

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (WARD 7)**

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

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

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

**WHEREAS**, said variance application shall also demonstrate that:

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

**WHEREAS,** The District at Eastover, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

**IT IS THEREFORE, ORDERED** that The District at Eastover is hereby *(approved)* a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

**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: Taylor, Coleman, Lumumba

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

8/14/2017

DATE

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	To erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.						
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A						
4.	<b>Benefits</b>	N/A						
5.	<b>Schedule (beginning date)</b>	N/A						
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	120 District Blvd (WARD 7)						
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division						
8.	<b>COST</b>	N/A						
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	N/A						
10.	<b>EBO participation</b>	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>

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director *EJ*  
Department of Planning & Development

**DATE:** August 14, 2017

**RE:** Sign Variance

---

The District at Eastover, located at 120 District Blvd, is requesting a variance to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft for monument signs.

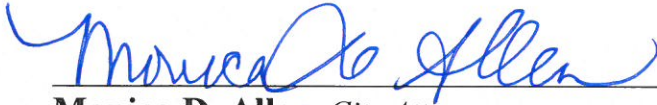


Office of the City Attorney

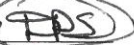
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

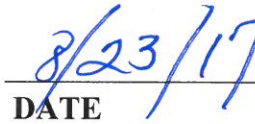
## OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **APPROVE** THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (WARD 7) is legally sufficient for placement in NOVUS Agenda.




Monica D. Allen, City Attorney

Dana Sims, Deputy City Attorney 



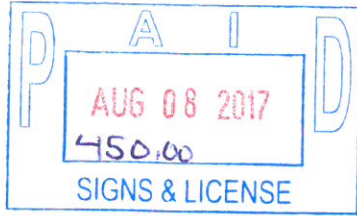
DATE

OFFICE OF THE CITY ATTORNEY  
  
8/24/17

RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION



CK 70160 ke

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: The District at Eastover  
I-55N + Eastover Drive  
Jackson, MS 39211

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

To obtain main ID signage identifying & directing customers to the new mixed-use city center that will be visible on I-55N and its frontage road.

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? \_\_\_\_\_ 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: The District Land Development Company, LLC <sup>Ted</sup> Duckworth

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Contact Phone: 601-914-0800 Fax: 601-949-7882

Email: ted@duckworthrealty.com

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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.

TED J. DUCKWORTH

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

The District at Eastover  
308 E. Pearl St, Suite 300 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

Personally came and appeared before me, the within named:

TED J. DUCKWORTH

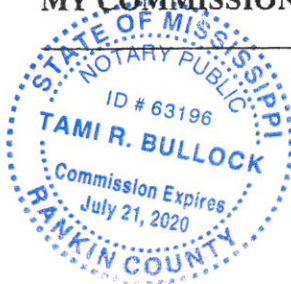
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3

Day of Aug, 2017.

MY COMMISSION EXPIRES:

Tami R. Bullock  
NOTARY PUBLIC





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SIGNS/LICENSE DIVISION



August 3, 2017

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for New Development at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Throughout the process the developers have been very careful to implement practices that are attractive and useful for the development and community. Along with that thought, they have envisioned a new sign that will be the signature for the development, and attracting clients and residents to the area. The new sign will face I-55 North and be visible from both Frontage Road and I-55. There will be no other freestanding tenant signage for the development.

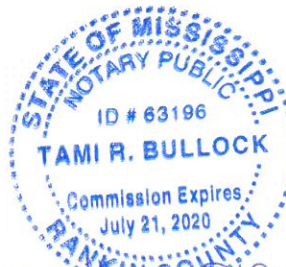
Signage is an important part of a business' vitality. We feel that allowing The District to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of this request.

Sincerely,

Ted J. Duckworth

TJD/gd



Witness this signature 8<sup>th</sup> of Aug, 2017.  
Tami Bullock



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AUG 10 2017

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. Includes handwritten entries for Mitchell Signs, The District @ Eastover, and various measurements.

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.

Kim Watts - project mgr 8/8/2017
Applicant's Signature Date

Sign and License Division Manager

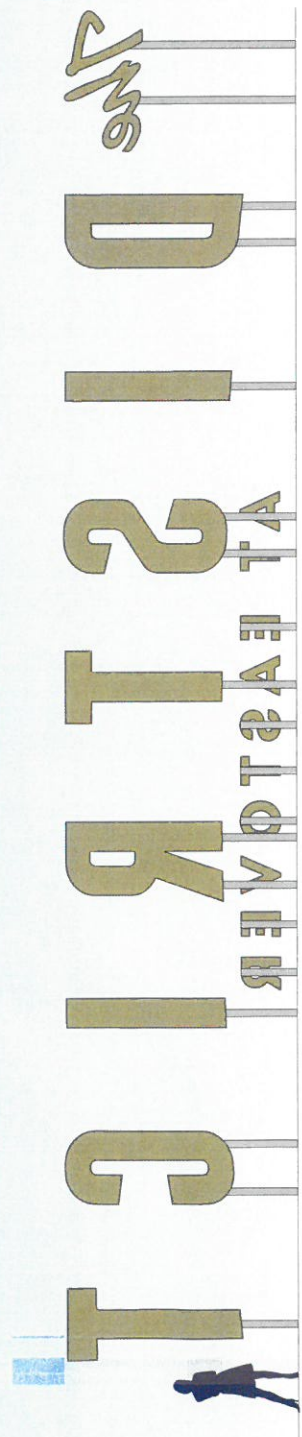
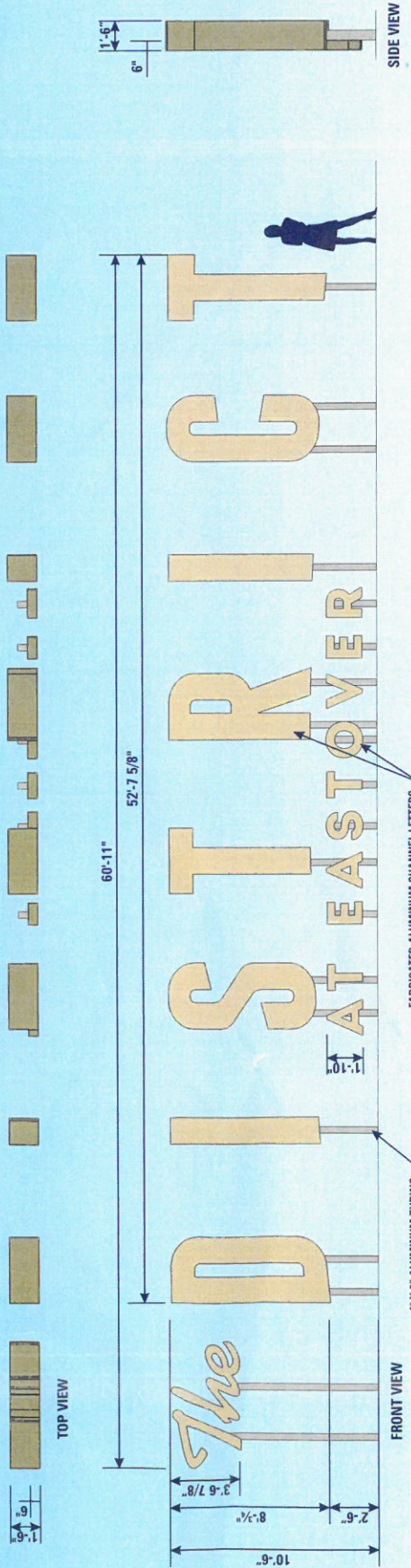
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SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

SCALE  
3/16" = 1'-0"



MANUFACTURE & INSTALL (1-QTY) INDIVIDUAL MOUNTED, NON-ILLUMINATED, OVERSIZED CHANNEL LETTERS, LETTERS ARE 18" DEEP.  
SUPPORTS TO BE PAINTED BRUSHED ALUMINUM.  
LETTERS TO BE PAINTED PMS 7502 ON THE FACES AND PMS 7503 ON THE RETURNS & BACKS.



**CUSTOMER:** The District @ Eastover  
**ADDRESS:** Eastover Drive  
**FILE:** 2907198\_The\_District\_AT\_Eastover\_letters\_mtl.cdp

**JOB NAME:** CHANNEL LETTERS  
**CITY/STATE:** Jackson, MS  
**SALES:** POLLY TALLEY

**DATE:** 05-01-17  
**REV:** 07-14-17  
**W.O. #:** 00000

**APPROVALS:**

**MITCHELL SIGNS**  
 2017 BY MITCHELL SIGNS  
 1000 W. GULF BLVD. SUITE 100  
 JACKSON, MS 39201  
 TEL: 601-957-1111  
 WWW.MITCHELLSIGNS.COM



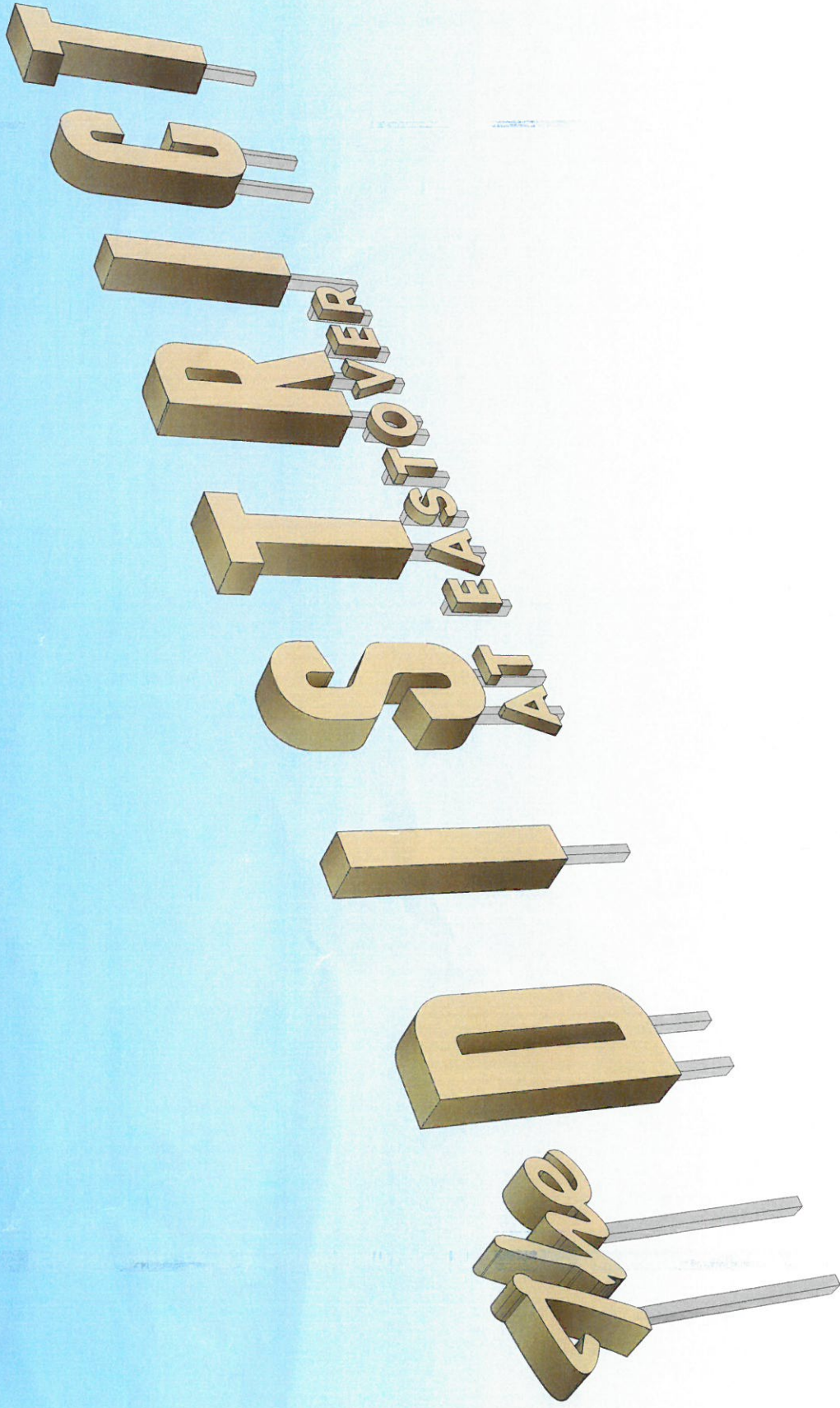
RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



CUSTOMER: The District @ Eastover  
 ADDRESS: Eastover Drive  
 FILE: 2941185\_THE\_DISTRICT\_AT\_EASTOVER\_(final)\_ltn.dwg

JOB NAME: CHANNEL LETTERS  
 CITY/STATE: JACKSON, MS  
 SALES: POLLY TALLEY

DATE: 08-01-17  
 REV: 07-14-17

W.O. #: 00000

APPROVALS:

This work is provided as a sample of our work. It is not to be used for any other purpose without the express written consent of Mitchell Signs.

Mitchell Signs, Inc. is a registered provider of continuing education for the International Sign Association (ISA).



This is a registered trademark of Mitchell Signs, Inc. It is intended for your personal use only. It is not to be used for any other purpose without the express written consent of Mitchell Signs, Inc. Mitchell Signs, Inc. is a registered provider of continuing education for the International Sign Association (ISA).

**MITCHELL SIGNS**  
 2017 BY MITCHELL SIGNS  
<http://www.mitchellsigns.com>







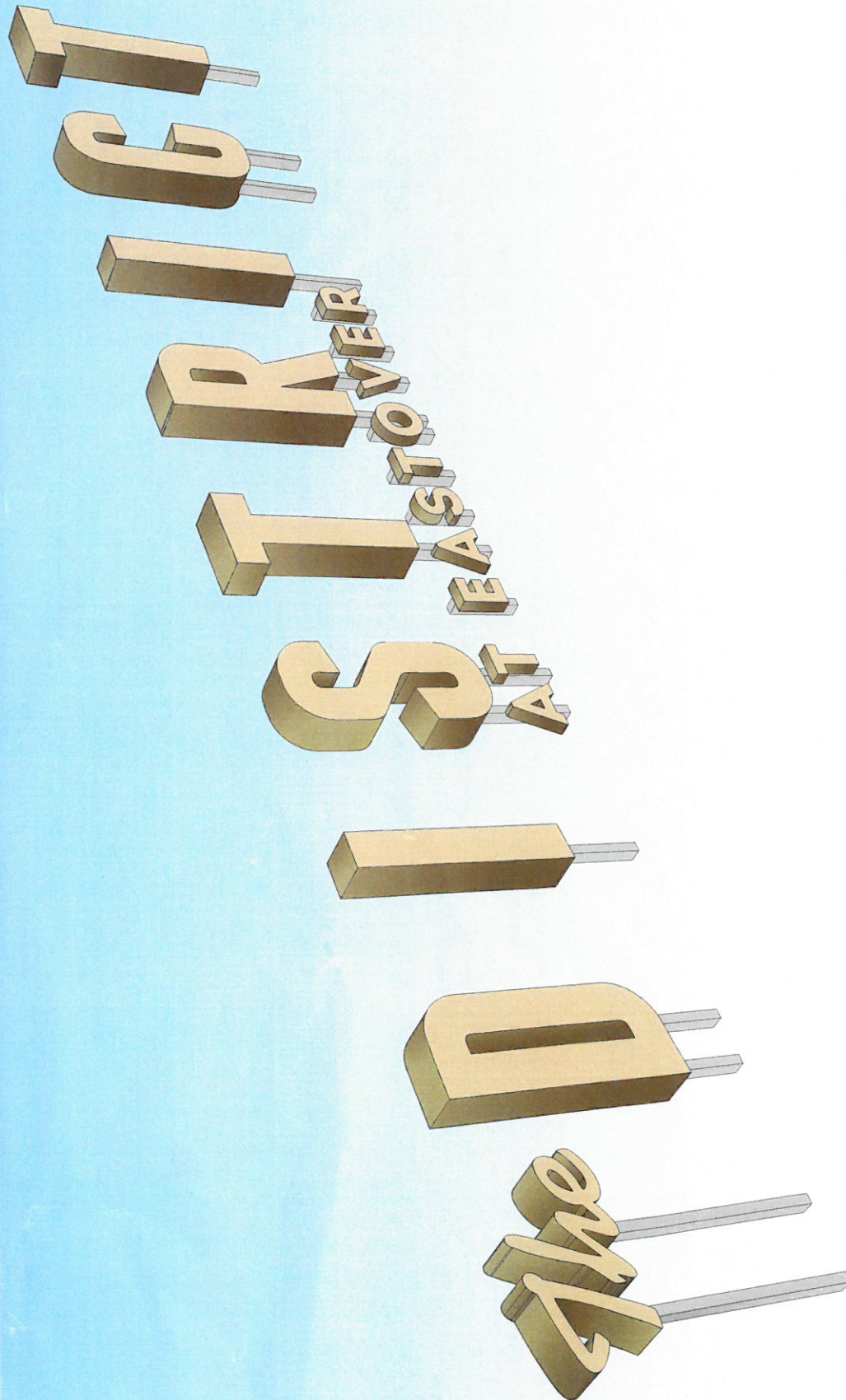
RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



CUSTOMER: The District @ Eastover  
 ADDRESS: Eastover Drive  
 FILE: 29417BF\_THE\_DISTRICT\_AT\_EASTOVER\_(chrl\_189).csh

JOB NAME: CHANNEL LETTERS  
 CITY/STATE: JACKSON, MS  
 SALES: POLLY TALLEY

DATE: 08-01-17  
 REV: 07.14.17  
 W.G. #: 0000

APPROVALS:

This order is a 3D rendering of a sign. The actual sign may vary slightly from the rendering. Please allow 4-6 weeks for production and delivery. The customer is responsible for obtaining all necessary permits and approvals. The customer is responsible for providing a suitable location for the sign. The customer is responsible for providing a suitable location for the sign. The customer is responsible for providing a suitable location for the sign.

UL LISTED  
 LSCC  
 ICA  
 MITCHELL SIGNS  
 www.mitchellcompanies.com

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SIGNS/LICENSE DIVISION

Legal Description

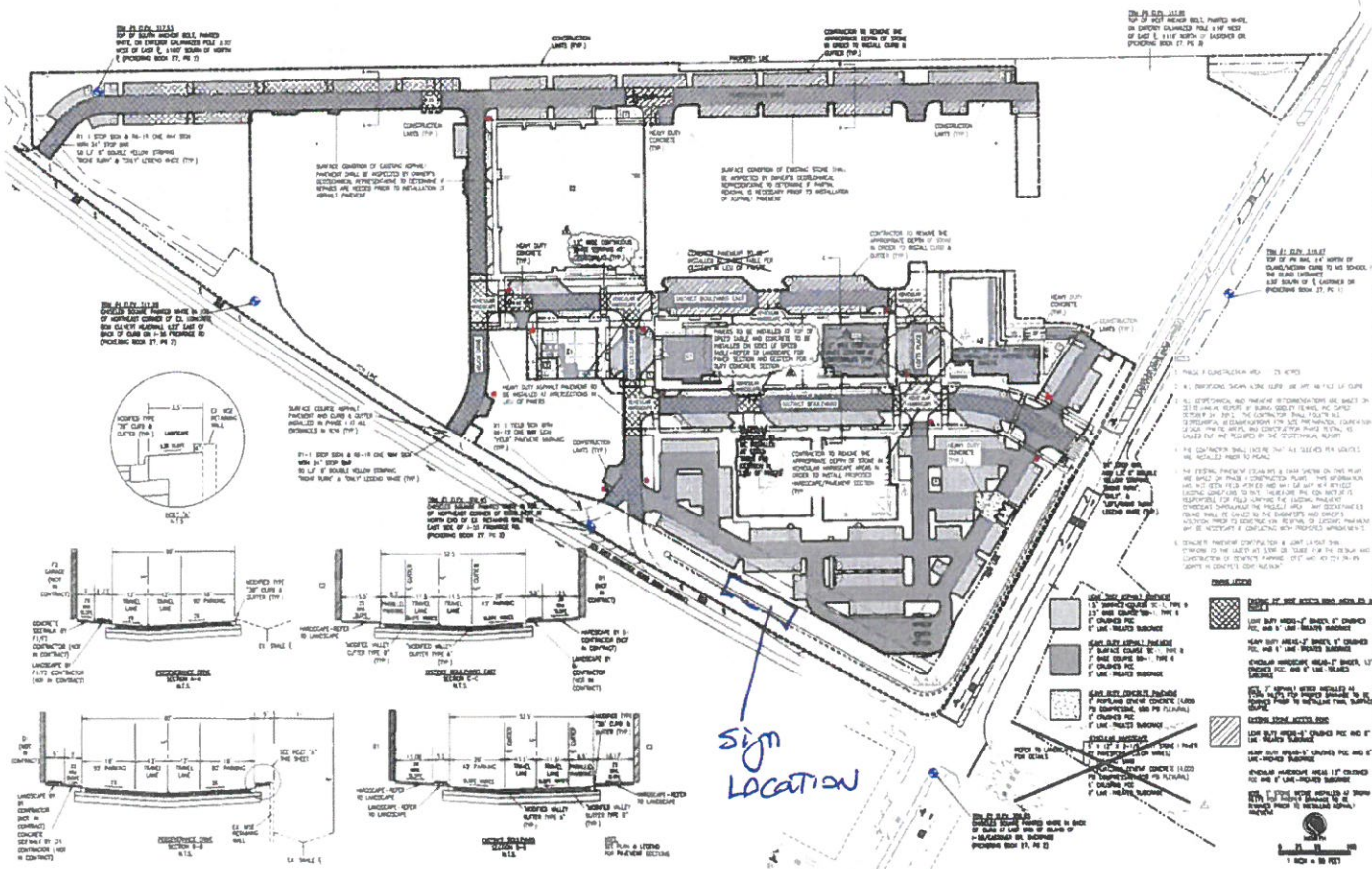
The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.

RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION

On-Site Stop Sign Recommended Locations 03-10-17



BRAD J. NELEEN ARCHITECT, LLC

1000 Highway 100  
Jackson, MS 39208  
601.978.1234



THE DISTRICT AT EASTOVER  
PHASE TWO  
JACKSON, MISSISSIPPI

**Legend**

- ▲ Stop Sign
- ▲ Yield Sign
- ▲ Advance Stop Sign
- ▲ No Left Turn Sign
- ▲ No Right Turn Sign
- ▲ No U-Turn Sign
- ▲ No Left Turn on Red Sign
- ▲ No Right Turn on Red Sign
- ▲ No U-Turn on Red Sign
- ▲ No Left Turn on Red Sign with Arrow
- ▲ No Right Turn on Red Sign with Arrow
- ▲ No U-Turn on Red Sign with Arrow
- ▲ No Left Turn on Red Sign with Arrow and Sign
- ▲ No Right Turn on Red Sign with Arrow and Sign
- ▲ No U-Turn on Red Sign with Arrow and Sign
- ▲ No Left Turn on Red Sign with Arrow and Sign and Sign
- ▲ No Right Turn on Red Sign with Arrow and Sign and Sign
- ▲ No U-Turn on Red Sign with Arrow and Sign and Sign

**Notes**

1. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
2. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
3. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
4. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
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6. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
7. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
8. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
9. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.
10. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MISSISSIPPI SIGNAGE MANUAL.

**Scale**

1" = 10' (HORIZONTAL)  
1" = 20' (VERTICAL)

**Sheet No.** C2.0  
**Project No.** 17-0000000000



# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

LINE TABLE		CURVE TABLE	
LINE	BEARING	CURVE	BEARING
L1	45.52° N89.784252° W	C1	24.50° 9.05° 8.00° N89.731747° W
L2	202.97° N00.442252° W	C2	59.50° 53.21° 51.46° N89.714207° W
L3	229.90° N89.731747° W	C3	84.49° 58.77° 28.77° N89.742147° W
L4	233.25° S00.442252° W	C4	57.03° 58.59° 85.58° S13.712121° W
L5	175.00° N89.731747° W	C5	14.00° 22.38° 28.15° S89.751252° W
L6	26.87° N87.504242° W	C6	107.50° 61.47° 60.63° N74.215242° W
L7	24.49° S07.584242° W	C7	24.50° 4.91° 10.00° N89.248282° W
L8	25.03° N02.002252° W	C8	142.93° 87.30° 57.20° N02.044242° W
L9	7.39° S07.584242° W	C9	56.49° 58.59° 35.52° S5.52° N84.252242° W
L10	28.74° N89.731747° W	C10	133.00° 75.76° 74.74° S74.212121° W
L11	17.00° S00.442252° W	C11	76.07° 50.52° 48.41° S72.442121° W
L12	19.58° N89.731747° W	C12	24.50° 3.52° 51.54° N89.731747° W
L13	54.00° S00.442252° W	C13	142.93° 110.28° 110.28° N02.044242° W
L14	19.58° N89.731747° W	C14	24.50° 3.52° 51.54° N89.731747° W
L15	87.50° N89.731747° W	C15	142.93° 99.38° 99.38° N02.044242° W
L16	102.50° S00.442252° W	C16	74.50° 26.92° 26.47° S42.702252° W
L17	19.58° N89.731747° W	C17	142.93° 99.38° 99.38° N02.044242° W
L18	108.14° S02.132252° W	C18	74.584242° 185.14° 195.13° N89.372252° W
L19	25.88° N00.002252° W	C19	3.428424° 53.50° 53.90° N00.002252° W
L20	15.50° N89.731747° W	C20	221.50° 88.88° 88.06° N13.502242° W
L21	17.13° N89.731747° W	C21	221.50° 80.60° 30.57° N89.731747° W
L22	15.75° N89.731747° W	C22	87.382242° 112.91° 112.91° N89.292252° W
L23	50.00° N15.244242° W	C23	220.50° 44.88° 44.82° N89.372252° W
L24	17.30° S07.584242° W	C24	19.382242° 403.68° 403.68° N00.002252° W
L25	28.62° N12.212242° W	C25	97.582242° 85.94° 85.94° N07.412252° W
L26	8.90° N89.731747° W	C26	14.00° 17.57° 17.58° N89.742147° W
L27	102.50° N00.442252° W	C27	24.50° 8.94° 8.99° S41.312252° W
L28	133.82° S00.132252° W	C28	157.032242° 28.27° 28.27° N89.731747° W
L29	438.52° S00.442252° W	C29	157.032242° 5.45° 5.45° N89.802242° W
L30	105.00° N89.731747° W	C30	188.00° 106.44° 105.52° N89.502242° W
L31	83.86° N03.352242° W	C31	212.50° 120.25° 118.85° N10.302242° W
L32	105.00° N89.731747° W	C32	57.00° 86.82° 78.74° N89.252242° W
L33	110.50° S00.442252° W	C33	33.00° 50.32° 45.58° S13.332242° W
L34	105.00° S02.132252° W	C34	142.93° 26.08° 26.07° N13.142242° W
L35	110.50° S00.442252° W		
L36	12.73° N44.152242° W		
L37	25.63° N89.731747° W		
L38	12.73° N44.152242° W		
L39	89.71° N00.442252° W		
L40	105.00° S02.132252° W		
L41	12.73° N44.152242° W		
L42	25.63° N89.731747° W		
L43	25.63° N89.731747° W		
L44	12.73° N44.152242° W		
L45	38.04° N00.442252° W		
L46	133.82° S00.442252° W		
L47	105.00° S02.132252° W		
L48	133.82° S00.442252° W		
L49	163.50° S02.132252° W		
L50	37.00° N89.731747° W		
L51	51.63° N89.731747° W		
L52	65.14° N03.352242° W		
L53	77.77° N89.731747° W		
L54	7.88° S08.742242° W		
L55	109.33° S08.742242° W		
L56	100.89° S00.442252° W		
L57	93.00° N89.731747° W		
L58	20.00° N00.442252° W		
L59	222.00° N89.731747° W		
L60	43.00° N89.731747° W		
L61	33.50° N89.731747° W		
L62	22.72° S00.442252° W		
L63	20.38° S08.432242° W		
L64	56.50° N89.731747° W		
L65	90.50° N00.442252° W		
L66	44.50° N89.731747° W		
L67	5.00° N89.731747° W		
L68	37.00° N00.442252° W		
L69	227.00° N89.731747° W		
L70	226.33° N00.442252° W		
L71	222.00° N89.731747° W		
L72	226.33° S00.442252° W		
L73	125.00° S00.442252° W		
L74	1288.06° N00.442252° W		
L75	49.10° N13.362242° W		
L76	1588.74° N00.442252° W		
L77	151.62° N10.002242° W		
L78	54.38° S12.422242° W		
L79	188.98° S00.442252° W		
L80	188.98° S00.442252° W		
L81	58.43° S13.432242° W		
L82	819.34° S08.742242° W		
L83	381.46° S20.072242° W		
L84	327.24° S20.072242° W		
L85	819.34° S08.742242° W		
L86	175.35° S00.212242° W		
L87	17.00° S00.442252° W		
L88	17.00° S00.442252° W		
L89	19.26° N89.731747° W		

THIS IS A CLASS "A" SURVEY ACCORDING TO STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-10(1) MISSISSIPPI CODE OF 1972 AND AMENDMENTS.

ALL BEARINGS ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM WITH THE NORTH A CORNER POINT OF THE COORDINATE SYSTEM AS DEVELOPED NEAR THE APPROXIMATE CENTER OF THE COUNTY LOCATED TO THE SOUTHERN END OF INTERSTATE HIGHWAY 55. NO ADJUSTMENT HAS BEEN MADE TO CORRECT FOR DISTORTION TO ONE VALUE. ALL DISTANCES ARE MEASURED AT GROUND LEVEL.

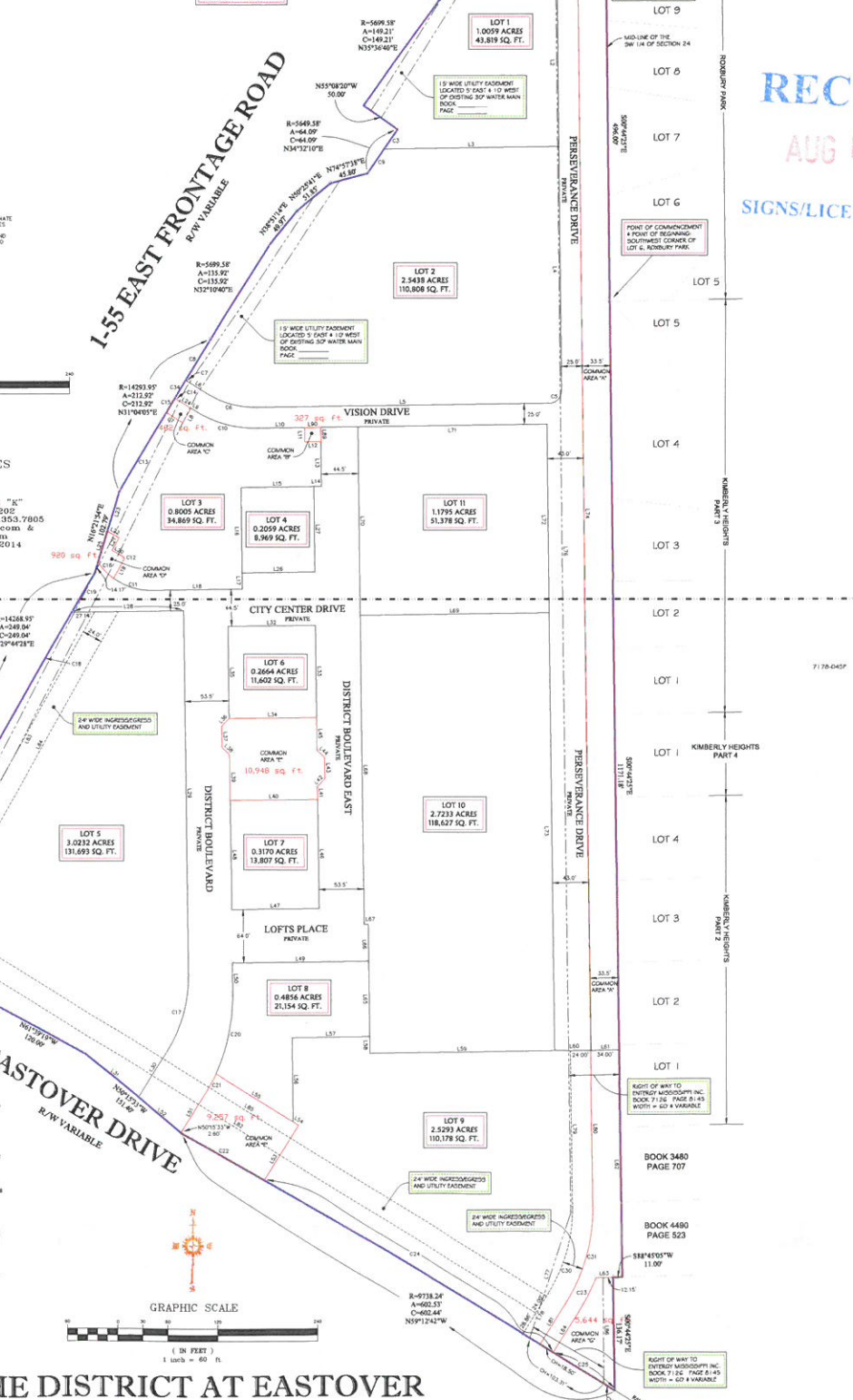
ALL BEARINGS ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM WITH THE NORTH A CORNER POINT OF THE COORDINATE SYSTEM AS DEVELOPED NEAR THE APPROXIMATE CENTER OF THE COUNTY LOCATED TO THE SOUTHERN END OF INTERSTATE HIGHWAY 55. NO ADJUSTMENT HAS BEEN MADE TO CORRECT FOR DISTORTION TO ONE VALUE. ALL DISTANCES ARE MEASURED AT GROUND LEVEL.

BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "K"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601-353-7878 FAX: 601-353-7805  
 EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014

GENERAL NOTES:  
 1. The City of Jackson shall have an easement across the property shown herein for purposes of making water repairs.  
 2. The maintenance, repair and replacement of all sewer, storm water and drainage structures, and detention facilities shall be the responsibility of the owners and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.  
 3. All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, its officers, directors and employees and the owners of lots within the subdivision. The assignment of any streets, drives, parking areas and/or easements on this Plat shall not create or imply that the public at large acquires any easement of use or right of enjoyment with respect thereto.  
 4. The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, under, into and across the lots designated as Common Area A - G, inclusive.  
 5. The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, under, into and across the lots designated as Common Area A - G, inclusive.  
 6. Private drives with a width in excess of 25 feet include certain adjacent parking areas between the drive lane and adjacent lot.

SURVEYED & MAPPED BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "K"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601-353-7878 FAX: 601-353-7805  
 EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014

GRAPHIC SCALE  
 1 inch = 60 feet



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 AUG 08 2017  
 SIGNS/LICENSE DIVISION

7176-045P

7176-045P



OFFICE OF THE CITY ATTORNEY  
3/24/12

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (WARD 7)**

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

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

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

**WHEREAS**, said variance application shall also demonstrate that:

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

**WHEREAS,** The District at Eastover, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

**IT IS THEREFORE, ORDERED** that The District at Eastover is hereby *(denied)* a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs, 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: Taylor, Coleman, Lumumba

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

8/14/2017

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	To erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.								
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A								
4.	<b>Benefits</b>	N/A								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	120 District Blvd (WARD 7)								
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division								
8.	<b>COST</b>	N/A								
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A								
10.	<b>EBO participation</b>	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>


Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director   
Department of Planning & Development

**DATE:** August 14, 2017

**RE:** Sign Variance

---

The District at Eastover, located at 120 District Blvd, is requesting a variance to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

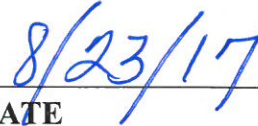
OFFICE OF THE CITY ATTORNEY  
8/24/17  
PS

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **DENY** THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Dana Sims, Deputy City Attorney 



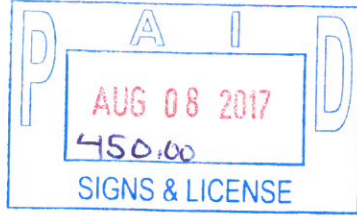
DATE



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FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: The District at Eastover  
I-55N + Eastover Drive  
Jackson, MS 39211

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

To obtain main ID signage identifying & directing customers to the new mixed-use city center that will be visible on I-55N and its frontage road.

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? \_\_\_\_\_ 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: The District Land Development Company, LLC <sup>Ted</sup> Duckworth  
 Mailing Address: 308 East Pearl Street, Suite 200  
 City: Jackson State: MS Zip: 39201  
 Contact Phone: 601-914-0800 Fax: 601-949-7882  
 Email: ted@duckworthrealty.com

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VII. APPLICANT WILL BE REPRESENTED BY: Same as above

Name: Mitchell Signs - Polly Talley, sales

Mailing Address: 3200 Highway 45 N

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Fax: 601-482-7474

Email: polly.talley@mitchellcompanies.com

VIII. CURRENT PROPERTY OWNER(S): Same as above

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthrealty.com

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

X Variance(s) \$450.00

Kim Watts - project manager  
8/4/17

Bailey Price  
8/4/17



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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.

TED J. DUCKWORTH

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

The District at Eastover  
308 E. Pearl St, Suite 300 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. DUCKWORTH

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3

Day of Aug, 2017.

MY COMMISSION EXPIRES:

Tami R. Bullock  
NOTARY PUBLIC





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August 3, 2017

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for New Development at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Throughout the process the developers have been very careful to implement practices that are attractive and useful for the development and community. Along with that thought, they have envisioned a new sign that will be the signature for the development, and attracting clients and residents to the area. The new sign will face I-55 North and be visible from both Frontage Road and I-55. There will be no other freestanding tenant signage for the development.

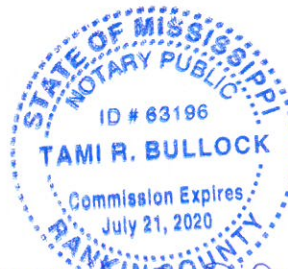
Signage is an important part of a business' vitality. We feel that allowing The District to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of this request.

Sincerely,

Ted J. Duckworth

TJD/gd



Witness this signature 8<sup>th</sup> 01 Aug, 2017.

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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. Includes handwritten entries for Mitchell Signs, The District @ Eastover, and sign specifications.

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.

Kim Watts - project mgr 8/8/2017
Applicant's Signature Date

Sign and License Division Manager



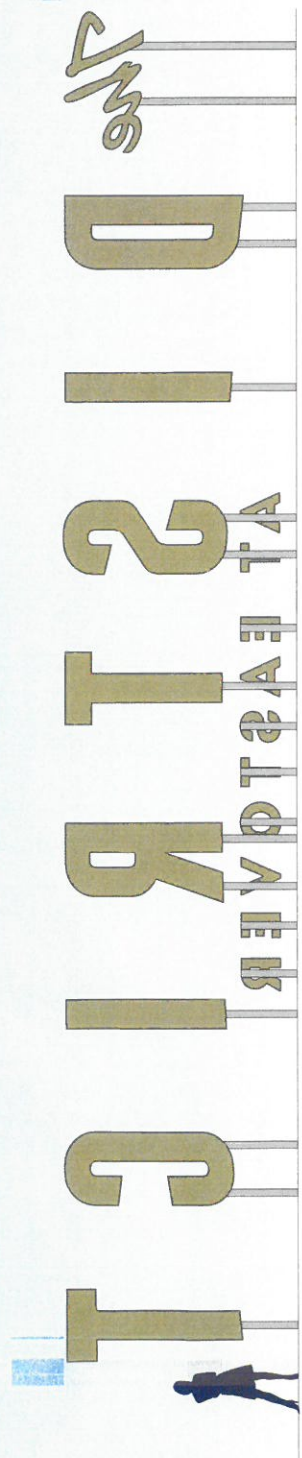
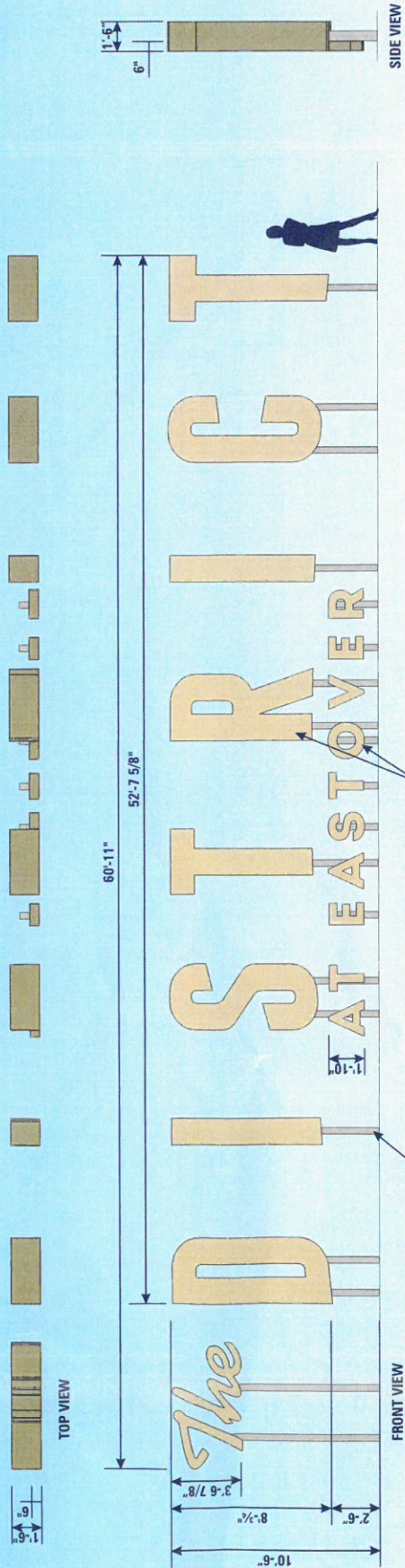
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SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

SCALE 3/16" = 1'-0"



MANUFACTURE & INSTALL (1-QTY) INDIVIDUAL MOUNTED, NON-ILLUMINATED, OVERSIZED CHANNEL LETTERS, LETTERS ARE 18" DEEP.  
 SUPPORTS TO BE PAINTED BRUSHED ALUMINUM.  
 LETTERS TO BE PAINTED PMS 7502 ON THE FACES AND PMS 7503 ON THE RETURNS & BACKS.



**CUSTOMER:** The District @ Eastover  
**ADDRESS:** Eastover Drive  
**FILE:** 2017108\_THE\_DISTRICT\_AT\_EASTOVER\_(chm\_3m).csp

**JOB NAME:** CHANNEL LETTERS  
**CITY/STATE:** JACKSON, MS  
**SALES:** POLLY TALLEY

**DATE:** 08/01/17  
**REP:** 07/14/17  
**W.O. #:** 00000

**APPROVALS:**

**MITCHELL SIGNS**  
 1000 W. STATE ST. SUITE 100  
 JACKSON, MS 39201  
 TEL: 601.955.1111 FAX: 601.955.1117  
 WWW.MITCHELLSIGNS.COM



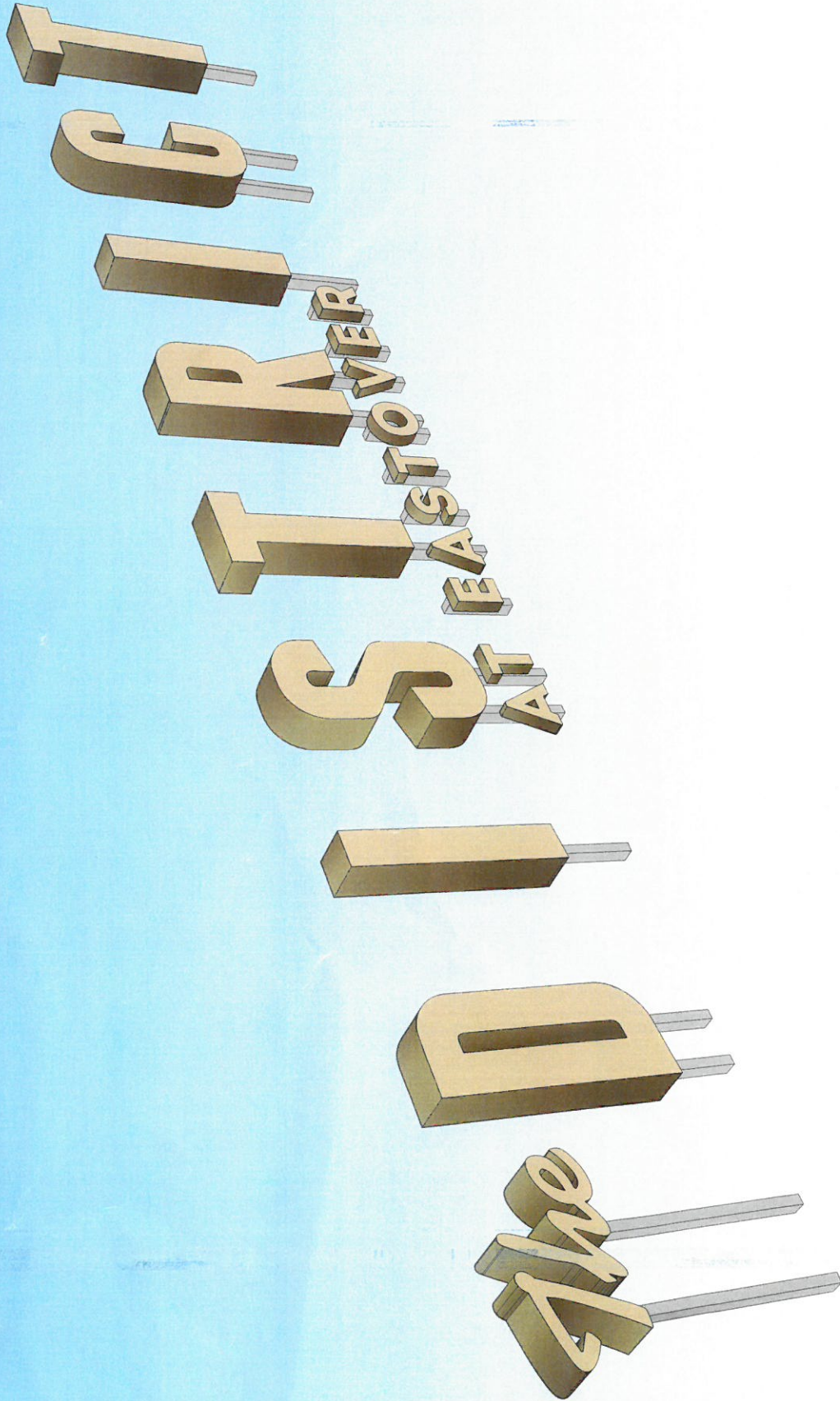
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SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



CUSTOMER: The District of Columbia  
 ADDRESS: Eastover Drive  
 FILE: 2017185\_THE\_DISTRICT\_OF\_COLUMBIA\_080817\_001.cdr

JOB NAME: CHANNEL LETTERS  
 CITY/STATE: JACKSON, MS  
 SALES: POLY TALLEY

DATE: 08/01/17  
 REV: 07/14/17  
 W.O. #: 00000

We warrant that the materials provided in this sample of work are in accordance with the contract and become property of our client. Please do not reuse these materials without our written consent.



This is a digital rendered image created by Mitchell Signs Co. It is intended for your personal use in connection with the project shown in the image. It is not to be used, reproduced, copied, or distributed in any manner without the written permission of Mitchell Signs Co. Any unauthorized use of this image is strictly prohibited. Mitchell Signs Co. is not responsible for any damage or loss of data that may occur as a result of using this image. © 2017 BY MITCHELL SIGNS

**MITCHELL SIGNS**  
 2000 W. NEW BRUNSWICK, NJ 07102  
 PHONE: 908.734.1111 FAX: 908.734.1111  
<http://www.mitchellsigns.com>







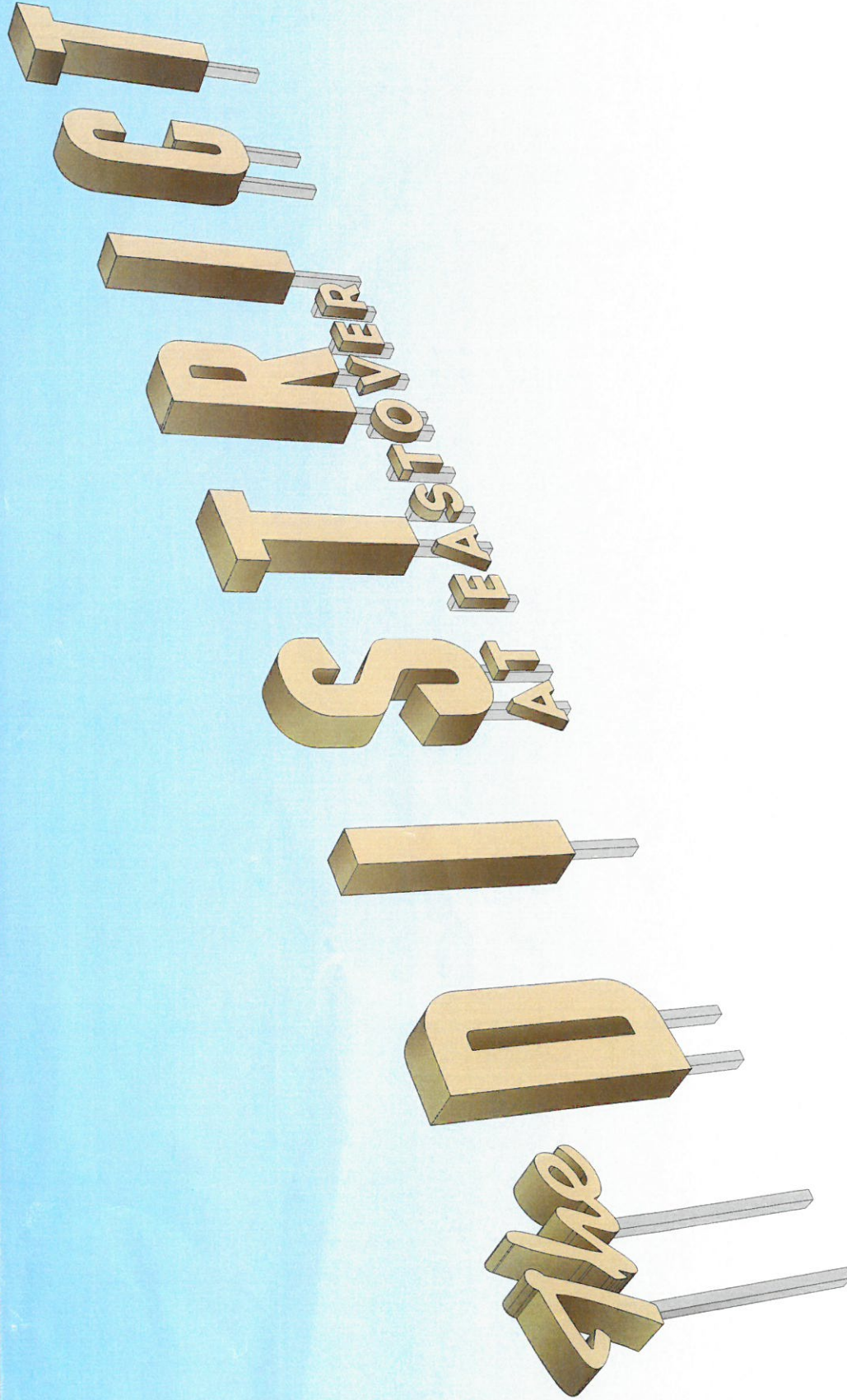
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AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



DATE: 05/01/17  
REV: 01/14/17

JOB NAME: CHANNEL LETTERS  
CITY/STATE: JACKSON, MS  
SALES: POLY TALLEY | W.O. #: 00000

CUSTOMER: The District @ Estover  
ADDRESS: Estover Drive  
FILE: 201708\_1THE\_DISTRICT\_AT\_ESTOVER\_(ch\_170).obj  
APPROVALS:

Mitchell Signs is a primary contractor for the design and fabrication of signs and graphics. This color sketch is provided as an example of the final product. Please advise if any changes are needed. © 2017 MITCHELL SIGNS



MITCHELL SIGNS, INC. is a primary contractor for the design and fabrication of signs and graphics. This color sketch is provided as an example of the final product. Please advise if any changes are needed. © 2017 MITCHELL SIGNS  
http://www.mitchellsigns.com

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Legal Description

The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.

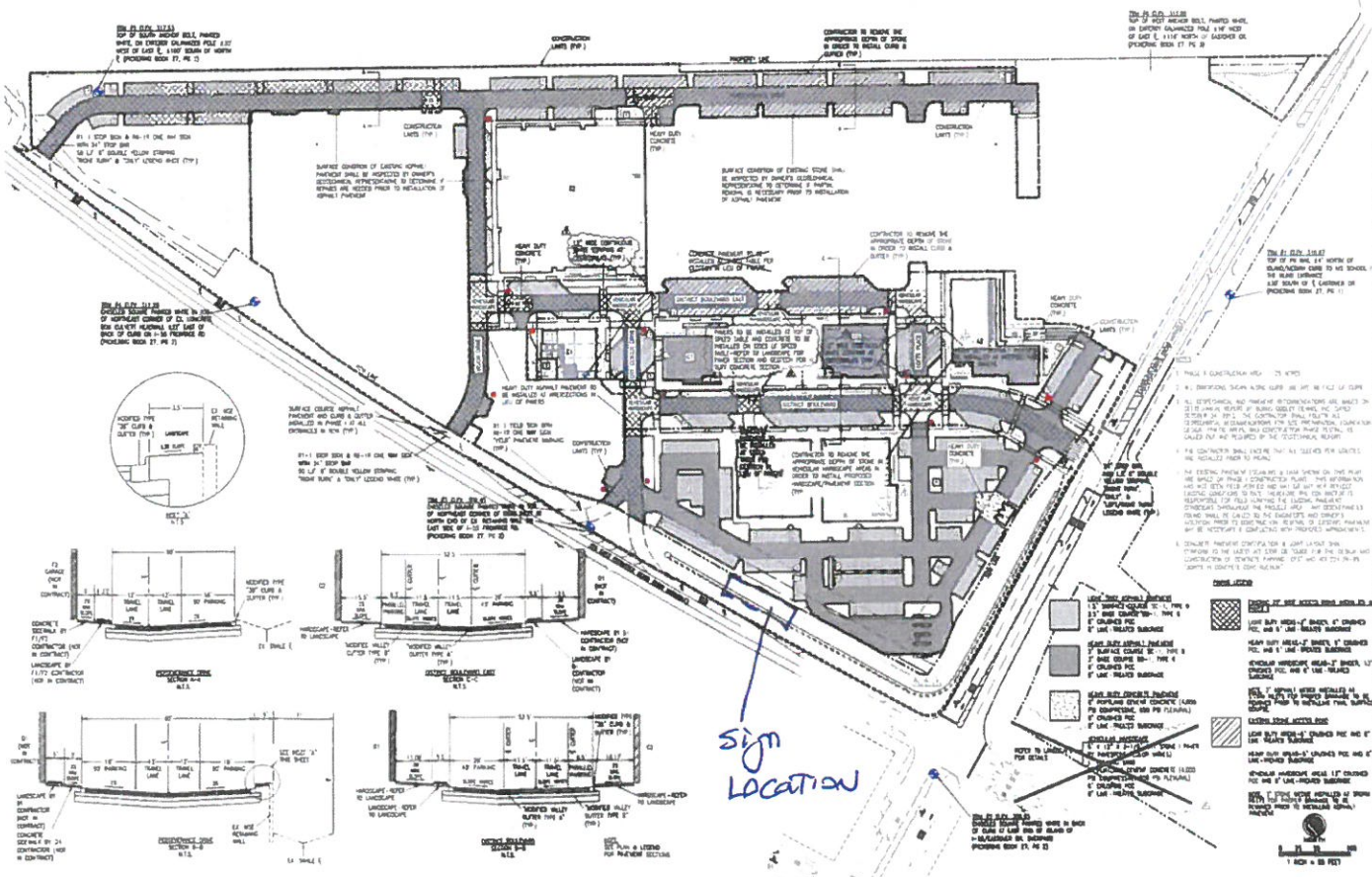


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On-Site Stop Sign Recommended Locations 03-10-17



BRAD J. NELSEN ARCHITECT, LLC

1100 Highway 90  
Bldg 2000  
Jackson, MS 39201  
601.978.1100



THE DISTRICT AT EASTOVER  
PHASE TWO  
JACKSON, MISSISSIPPI

Legend table with symbols for various construction elements like concrete, masonry, and landscaping.

C2.0  
SHEET 1 OF 1  
DATE: 03-10-17

# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

LINE TABLE		CURVE TABLE				
LINE	LENGTH	CURVE	RADIUS	ARC	CHORD	BEARING
L1	43.52	C1	24.50	9.05	9.00	N02°21'11"W
L2	202.97	C2	59.50	53.21	51.46	N82°24'40"W
L3	209.95	C3	364.51	28.77	28.77	N14°44'41"E
L4	283.25	C4	370.58	85.59	85.58	S37°12'42"W
L5	101.00	C5	44.00	12.28	12.28	N45°15'35"E
L6	23.87	C6	107.50	61.47	60.63	N72°42'33"W
L7	23.49	C7	24.50	4.70	4.69	N02°28'26"W
L8	23.03	C8	4293.95	0.20	0.20	S33°24'48"E
L9	7.30	C9	5649.58	35.32	35.32	N34°20'24"E
L10	284.74	C10	332.00	75.76	74.74	S74°24'34"E
L11	17.90	C11	76.07	50.32	49.41	S72°44'32"E
L12	19.26	C12	3.00	3.93	3.94	N48°40'40"E
L13	54.00	C13	4429.32	110.28	110.26	N03°14'47"E
L14	1.00	C14	24.50	5.35	5.35	N02°10'32"E
L15	87.50	C15	14293.92	19.38	19.38	N02°10'32"E
L16	102.50	C16	74.50	26.62	26.47	S47°02'09"E
L17	15.50	C17	168.00	35.00	34.92	N02°10'32"E
L18	108.14	C18	4268.95	195.14	195.13	N02°27'29"E
L19	25.88	C19	4268.95	53.90	53.90	N02°27'29"E
L20	15.50	C20	221.50	98.88	98.06	N14°02'44"E
L21	17.33	C21	221.50	30.60	30.57	N48°40'40"E
L22	15.75	C22	8738.24	112.91	112.91	N02°20'07"W
L23	50.00	C23	230.50	44.89	44.83	N48°40'40"E
L24	17.30	C24	8738.24	403.68	403.65	N02°20'07"W
L25	38.62	C25	8738.24	85.94	85.94	N02°20'07"W
L26	87.50	C26	14.00	15.57	15.08	N02°10'32"E
L27	102.50	C27	24.50	8.94	8.99	S47°02'09"E
L28	133.82	C28	8738.24	28.27	28.27	N02°20'07"W
L29	438.52	C29	5703.58	5.45	5.45	N48°40'40"E
L30	105.00	C30	188.00	106.14	105.22	N02°10'32"E
L31	81.86	C31	212.00	120.25	118.85	N02°10'32"E
L32	105.00	C32	33.00	46.89	46.14	S43°20'22"E
L33	110.50	C33	33.00	50.32	45.58	S14°20'22"E
L34	105.00	C34	4293.92	26.08	26.07	N01°12'47"E
L35	110.50	C35	110.50	0.00	0.00	N02°10'32"E
L36	12.73	C36	14423.20	0.00	0.00	N02°10'32"E
L37	224.63	C37	14423.20	0.00	0.00	N02°10'32"E
L38	12.73	C38	14423.20	0.00	0.00	N02°10'32"E
L39	110.50	C39	110.50	0.00	0.00	N02°10'32"E
L40	105.00	C40	110.50	0.00	0.00	N02°10'32"E
L41	11.71	C41	14423.20	0.00	0.00	N02°10'32"E
L42	17.33	C42	14423.20	0.00	0.00	N02°10'32"E
L43	25.39	C43	14423.20	0.00	0.00	N02°10'32"E
L44	12.73	C44	14423.20	0.00	0.00	N02°10'32"E
L45	38.04	C45	14423.20	0.00	0.00	N02°10'32"E
L46	120.50	C46	14423.20	0.00	0.00	N02°10'32"E
L47	105.00	C47	14423.20	0.00	0.00	N02°10'32"E
L48	135.50	C48	14423.20	0.00	0.00	N02°10'32"E
L49	163.50	C49	14423.20	0.00	0.00	N02°10'32"E
L50	191.50	C50	14423.20	0.00	0.00	N02°10'32"E
L51	51.63	C51	14423.20	0.00	0.00	N02°10'32"E
L52	66.14	C52	14423.20	0.00	0.00	N02°10'32"E
L53	77.77	C53	14423.20	0.00	0.00	N02°10'32"E
L54	7.68	C54	14423.20	0.00	0.00	N02°10'32"E
L55	109.33	C55	14423.20	0.00	0.00	N02°10'32"E
L56	100.89	C56	14423.20	0.00	0.00	N02°10'32"E
L57	91.00	C57	14423.20	0.00	0.00	N02°10'32"E
L58	20.00	C58	14423.20	0.00	0.00	N02°10'32"E
L59	222.00	C59	14423.20	0.00	0.00	N02°10'32"E
L60	43.00	C60	14423.20	0.00	0.00	N02°10'32"E
L61	33.50	C61	14423.20	0.00	0.00	N02°10'32"E
L62	22.72	C62	14423.20	0.00	0.00	N02°10'32"E
L63	20.38	C63	14423.20	0.00	0.00	N02°10'32"E
L64	48.50	C64	14423.20	0.00	0.00	N02°10'32"E
L65	90.50	C65	14423.20	0.00	0.00	N02°10'32"E
L66	44.50	C66	14423.20	0.00	0.00	N02°10'32"E
L67	5.00	C67	14423.20	0.00	0.00	N02°10'32"E
L68	371.00	C68	14423.20	0.00	0.00	N02°10'32"E
L69	222.00	C69	14423.20	0.00	0.00	N02°10'32"E
L70	226.33	C70	14423.20	0.00	0.00	N02°10'32"E
L71	222.00	C71	14423.20	0.00	0.00	N02°10'32"E
L72	278.37	C72	14423.20	0.00	0.00	N02°10'32"E
L73	529.00	C73	14423.20	0.00	0.00	N02°10'32"E
L74	1788.06	C74	14423.20	0.00	0.00	N02°10'32"E
L75	45.70	C75	14423.20	0.00	0.00	N02°10'32"E
L76	1588.74	C76	14423.20	0.00	0.00	N02°10'32"E
L77	157.82	C77	14423.20	0.00	0.00	N02°10'32"E
L78	58.38	C78	14423.20	0.00	0.00	N02°10'32"E
L79	188.98	C79	14423.20	0.00	0.00	N02°10'32"E
L80	188.98	C80	14423.20	0.00	0.00	N02°10'32"E
L81	58.43	C81	14423.20	0.00	0.00	N02°10'32"E
L82	819.34	C82	14423.20	0.00	0.00	N02°10'32"E
L83	381.48	C83	14423.20	0.00	0.00	N02°10'32"E
L84	282.24	C84	14423.20	0.00	0.00	N02°10'32"E
L85	819.34	C85	14423.20	0.00	0.00	N02°10'32"E
L86	173.85	C86	14423.20	0.00	0.00	N02°10'32"E
L87	17.00	C87	14423.20	0.00	0.00	N02°10'32"E
L88	19.26	C88	14423.20	0.00	0.00	N02°10'32"E

THIS IS A CLASS "A" SURVEY ACCORDING TO STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-1001, MISSISSIPPI CODE OF 1972 AND AMENDMENTS.

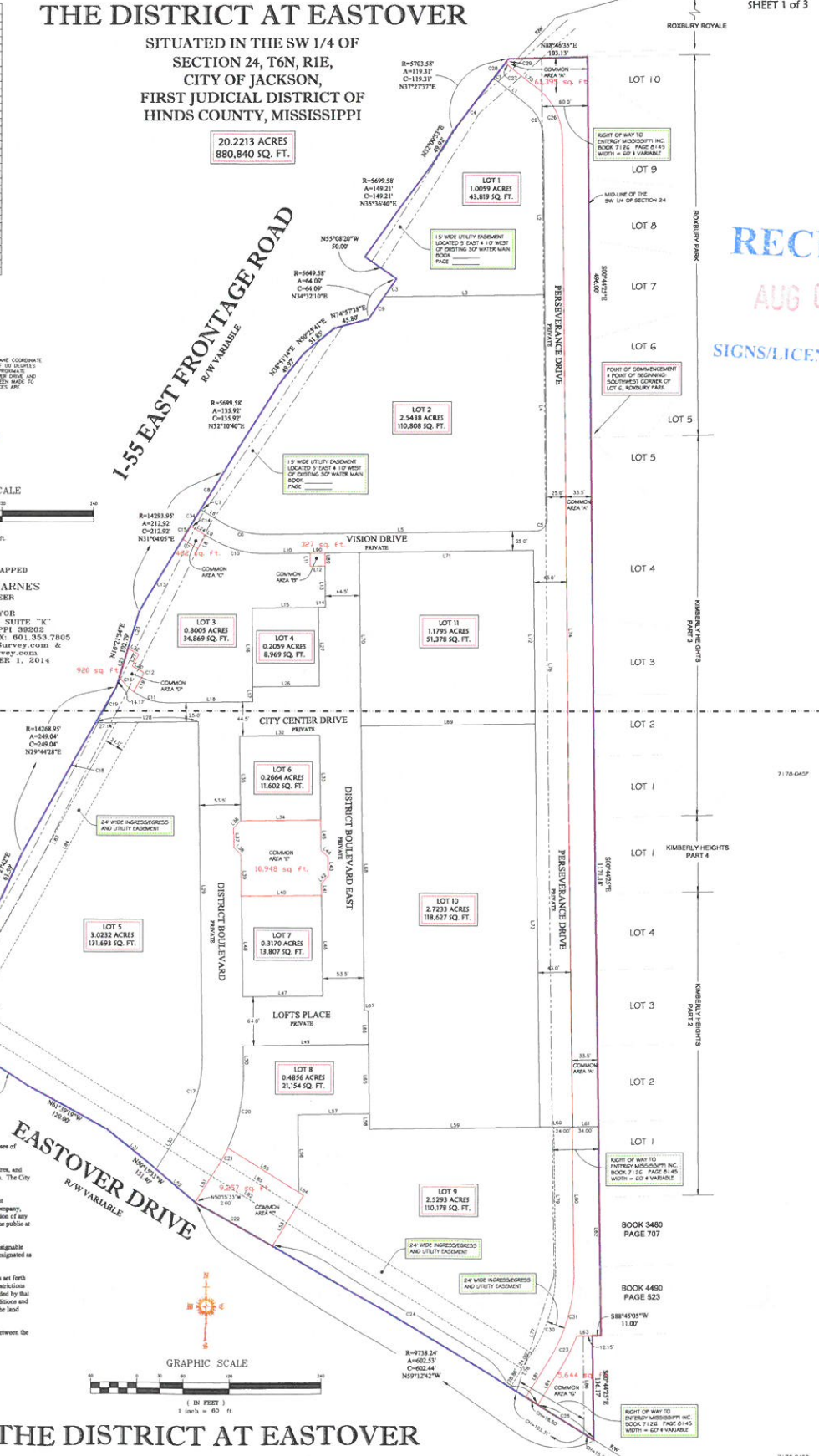
ALL BEARINGS ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM WITH THE NAD83. A CORRECTION OF UP TO 0.00 FEET IS APPLIED TO ALL BEARINGS AND DISTANCES. THE ADJUSTMENT OF ANY STREETS, DRIVES, PARKING AREAS AND OR OTHER FEATURES ON THIS PLAN SHALL NOT BE CONSIDERED AS AN ADJUSTMENT TO THE ORIGINAL RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI. ALL DISTANCES ARE MEASURED AT GROUND LEVEL.

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**GENERAL NOTES:**

- The City of Jackson shall have an easement across the property shown herein for purposes of reading water meters.
- The maintenance, repair and replacement of all sewer, storm water and drainage structures, and detention facilities shall be the responsibility of the owners and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.
- All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, its owners and associates and the common areas within the subdivision. The assignment of any streets, drives, parking areas and/or easements on this Plan shall not be construed to imply that the public at large requires any easement of use or right of enjoyment with respect thereto.
- The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, under, into and across the lots designated as Common Area lots A - G, inclusive.
- The District Land Development Company, LLC reserves the easements and other rights set forth in that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover filed September 11, 2013 in Book 7150, Page 4810, as amended by that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover filed May 26, 2014 in Book 7163, Page 274 of the land records in the Chancery Clerk of Hinds County, Mississippi.
- Private drives with a width in excess of 25 feet include certain adjacent parking areas between the drive lanes and adjacent lots.



# THE DISTRICT AT EASTOVER

SURVEYED & MAPPED BY **ROBERT B. BARNES** CIVIL ENGINEER & LAND SURVEYOR. 2 OLD RIVER PLACE, SUITE "K" JACKSON, MISSISSIPPI 38202. PHONE: 601.353.7878 FAX: 601.353.7805. EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com. PLAT DATE: DECEMBER 1, 2014.

RECEIVED  
AUG 08 2017  
SIGNS/LICENSE DIVISION



OFFICE OF THE CITY ATTORNEY  
9/29/17

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE (WARD 7)**

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

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

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

**WHEREAS**, said variance application shall also demonstrate that:

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

**WHEREAS**, Orange Theory Fitness, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.

**IT IS THEREFORE, ORDERED** that Orange Theory Fitness is hereby *(approved)* a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.

**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: Taylor, Coleman, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/17/2017

DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	To erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.	
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A	
4.	<b>Benefits</b>	N/A	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	120 District Blvd (WARD 7)	
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	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>


Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director   
Department of Planning & Development

**DATE:** August 17, 2017

**RE:** Sign Variance

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Orange Theory Fitness, located at 120 District Blvd, is requesting a variance to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft for building signage.



Office of the City Attorney

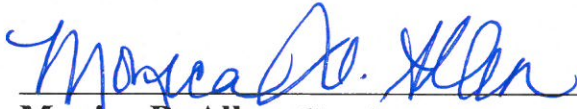
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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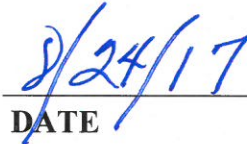
This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **APPROVE** THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USED ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE (WARD 7)

is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Dana Sims, Deputy City Attorney 

  
DATE

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AUG 16 2017

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

## CITY OF JACKSON, MS

### Application for Sign Variance

I. Subject Property Address: 120 District Blvd., Suite D-106

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

to allow for larger sign to fit space and needs for  
visibility by customers

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? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CMU

If yes, please attach copies of agency findings and decisions.

#### VI. APPLICANT'S INFORMATION:

Name: Orange Theory Fitness / Dale Kilpatrick

Mailing Address: 120 District Blvd

City: Jackson State: MS Zip: 39211

Contact Phone: 850-266-3456 Fax: \_\_\_\_\_

Email: dale.kilpatrick@yahoo.com

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AUG 16 2017

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: Mitchell Signs / Polly Talley

Mailing Address: 3200 Hwy 45 North

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Fax: 601-482-7474

Email: polly.talley@mitchellcompanies.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthrealty.com

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

X Variance(s) \$450.00

RECEIVED

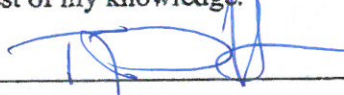
AUG 16 2017

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

the District at Eastover  
308 E. Pearl St., Suite 200 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

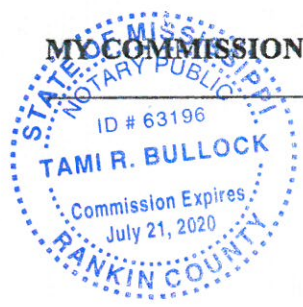
TED J. DUCKWORTH

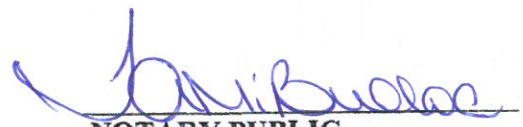
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14

Day of Aug, 2017.

MY COMMISSION EXPIRES:



  
NOTARY PUBLIC





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AUG 16 2017

SIGNS/LICENSE DIVISION

EPOC Fitness Venture II, LLC
Orangetheory® Fitness
120 District Blvd, Suite 105
Jackson, MS. 39211

August 7, 2017

City of Jackson
Department of Planning & Development
Sign and License Division
200 South President Street / P.O. Box 17
Jackson, MS 39205-0017

Re: Permanent Signage for Orangetheory Fitness at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Orangetheory Fitness is in the process of opening a new location within the development. The new location will face I-55 North, and signage will be vital to reaching our target market. However, due to the current zoning of this particular development, the size of signage for our tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business vitality. We feel that allowing Orangetheory Fitness to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to our customers. Thank you for consideration of our request.

Respectfully,

EPOC FITNESS VENTURE II, LLC

[Handwritten signature of Dale F. Kilpatrick]

Dale F. Kilpatrick,
Its: Administrative Member

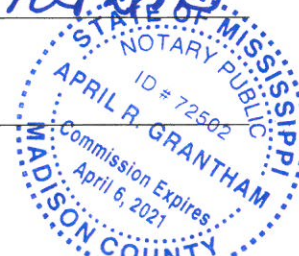
STATE OF MISSISSIPPI §
COUNTY OF MADISON §

I, the undersigned, a Notary Public, in and for said county and state, hereby certify that, Dale F. Kilpatrick, whose name as Authorized Member of EPOC FITNESS VENTURE II, LLC, a Mississippi limited liability company, has signed the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily, and as an act of said limited liability company.

Given under my hand and official seal, this the 9th day of August, 2017.

[Handwritten signature of April R. Grantham]

Notary Public
My Commission Expires: 1





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AUG 16 2017

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. Includes fields for Name, Address, Business Name, Height, Length, etc.

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: [Handwritten Signature] Date: 8-14-17

Sign and License Division Manager







RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

**Legal Description**

A portion of Lot 10 of The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.

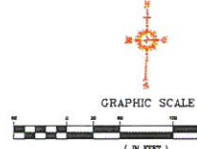
# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

LINE TABLE	CURVE TABLE
L1 110.00 0.00000000	C1 24.50 9.25 8.00 N42°31'17"E
L2 110.00 0.00000000	C2 25.00 9.50 8.50 N42°31'17"E
L3 110.00 0.00000000	C3 25.50 9.75 9.00 N42°31'17"E
L4 110.00 0.00000000	C4 26.00 10.00 9.50 N42°31'17"E
L5 110.00 0.00000000	C5 26.50 10.25 10.00 N42°31'17"E
L6 110.00 0.00000000	C6 27.00 10.50 10.50 N42°31'17"E
L7 110.00 0.00000000	C7 27.50 10.75 11.00 N42°31'17"E
L8 110.00 0.00000000	C8 28.00 11.00 11.50 N42°31'17"E
L9 110.00 0.00000000	C9 28.50 11.25 12.00 N42°31'17"E
L10 110.00 0.00000000	C10 29.00 11.50 12.50 N42°31'17"E
L11 110.00 0.00000000	C11 29.50 11.75 13.00 N42°31'17"E
L12 110.00 0.00000000	C12 30.00 12.00 13.50 N42°31'17"E
L13 110.00 0.00000000	C13 30.50 12.25 14.00 N42°31'17"E
L14 110.00 0.00000000	C14 31.00 12.50 14.50 N42°31'17"E
L15 110.00 0.00000000	C15 31.50 12.75 15.00 N42°31'17"E
L16 110.00 0.00000000	C16 32.00 13.00 15.50 N42°31'17"E
L17 110.00 0.00000000	C17 32.50 13.25 16.00 N42°31'17"E
L18 110.00 0.00000000	C18 33.00 13.50 16.50 N42°31'17"E
L19 110.00 0.00000000	C19 33.50 13.75 17.00 N42°31'17"E
L20 110.00 0.00000000	C20 34.00 14.00 17.50 N42°31'17"E
L21 110.00 0.00000000	C21 34.50 14.25 18.00 N42°31'17"E
L22 110.00 0.00000000	C22 35.00 14.50 18.50 N42°31'17"E
L23 110.00 0.00000000	C23 35.50 14.75 19.00 N42°31'17"E
L24 110.00 0.00000000	C24 36.00 15.00 19.50 N42°31'17"E
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L27 110.00 0.00000000	C27 37.50 15.75 21.00 N42°31'17"E
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L30 110.00 0.00000000	C30 39.00 16.50 22.50 N42°31'17"E
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L61 110.00 0.00000000	C61 54.50 24.25 38.00 N42°31'17"E
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L71 110.00 0.00000000	C71 59.50 26.75 43.00 N42°31'17"E
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L84 110.00 0.00000000	C84 66.00 30.00 49.50 N42°31'17"E
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L87 110.00 0.00000000	C87 67.50 30.75 51.00 N42°31'17"E
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L97 110.00 0.00000000	C97 72.50 33.25 56.00 N42°31'17"E
L98 110.00 0.00000000	C98 73.00 33.50 56.50 N42°31'17"E
L99 110.00 0.00000000	C99 73.50 33.75 57.00 N42°31'17"E
L100 110.00 0.00000000	C100 74.00 34.00 57.50 N42°31'17"E

THIS IS A CLASS "A" SURVEY ACCORDING TO THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS OF THE STATE OF MISSISSIPPI ESTABLISHED BY THE ACTS OF THE LEGISLATURE OF MISSISSIPPI, CHAP. 107, SECTION 1, AS AMENDED.

ALL BEARING ANGLES ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, NAD 83, ZONE 18N. A CONVERSION TABLE IS PROVIDED ON SHEET 2 OF THIS SURVEY. THE COORDINATE SYSTEM IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, NAD 83, ZONE 18N. ALL BEARING ANGLES ARE BASED ON THIS SYSTEM. THE COORDINATE SYSTEM IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, NAD 83, ZONE 18N. ALL BEARING ANGLES ARE BASED ON THIS SYSTEM.

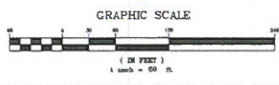


SURVEYED & MAPPED BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "A"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: rb@barnes-survey.com  
 Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014

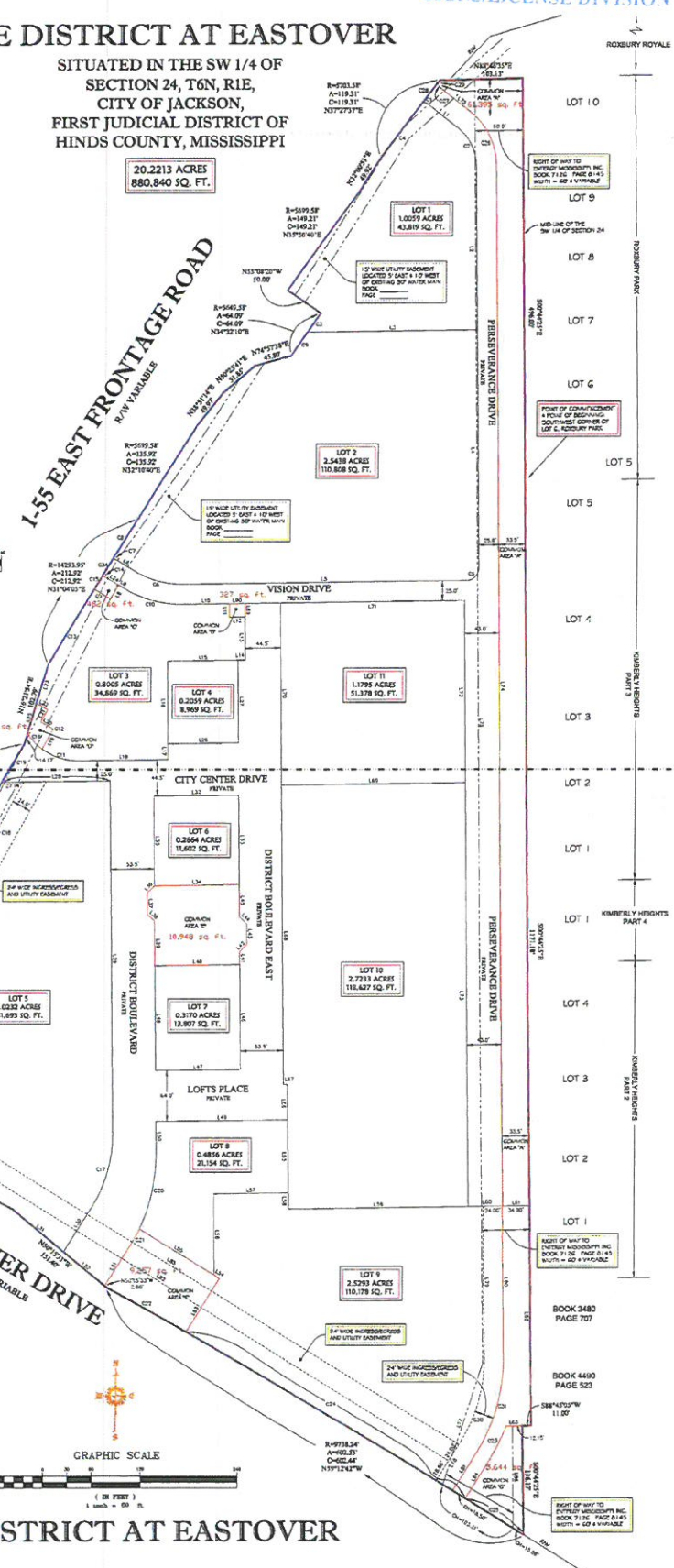
MATCH LINE SHEET 1 SHEET 2

- General Notes:
- The City of Jackson shall have an easement across the property shown herein for purposes of routing water mains.
  - The maintenance, repair and replacement of all sewer, storm water and drainage structures, and detention facilities shall be the responsibility of the owners and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.
  - All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, its owners associations and the owners of the lots within the subdivision. The designation of any streets, drives, parking areas and/or easements on this Plat shall not mean or imply that the public at large acquire any easement of use or right of enjoyment with respect thereto.
  - The District Land Development Company, LLC reserves its exclusive, perpetual and assignable easements for drainage, utilities and other purposes over, under, into and across the lots depicted on Common Area A-C, hereinafter.
  - The District Land Development Company, LLC reserves the easements and other rights set forth in that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated September 11, 2013 as Book 7156, Page 4818, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated May 26, 2014 as Book 7163, Page 274 of the land records to the Chancery Clerk of Hinds County, Mississippi.
  - Private drives with a width in excess of 25 feet include return adjacent parking areas between the drive lanes and adjacent lots.

SURVEYED & MAPPED BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 LAND SURVEYOR  
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 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: rb@barnes-survey.com  
 Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014



# THE DISTRICT AT EASTOVER



OFFICE OF THE CITY ATTORNEY  
8/21/13

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE (WARD 7)**

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

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

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

**WHEREAS**, said variance application shall also demonstrate that:

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



**WHEREAS,** Orange Theory Fitness, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.

**IT IS THEREFORE, ORDERED** that Orange Theory Fitness is hereby *(denied)* a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. 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 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: Taylor, Coleman, Lumumba

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

08/17/2017

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
1. <b>Brief Description/Purpose</b>	To erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.																																													
2. <b>Public Policy Initiative</b> 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. <b>Who will be affected</b>	N/A																																													
4. <b>Benefits</b>	N/A																																													
5. <b>Schedule (beginning date)</b>	N/A																																													
6. <b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE</b> (yes or no) (area) ■ <b>Project limits if applicable</b>	120 District Blvd (WARD 7)																																													
7. <b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. <b>COST</b>	N/A																																													
9. <b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	N/A																																													
10. <b>EBO participation</b>	<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>																																						


Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director   
Department of Planning & Development

**DATE:** August 17, 2017

**RE:** Sign Variance

---

Orange Theory Fitness, located at 120 District Blvd, is requesting a variance to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.



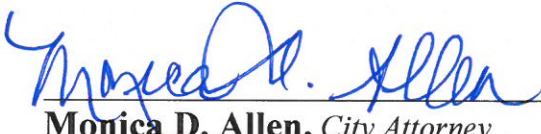
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
8/24/17  
PPS

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **DENY** THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USED ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Dana Sims, Deputy City Attorney 

8/24/17

DATE

RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

**FOR OFFICE USE ONLY**

CASE NO.: \_\_\_\_\_

## CITY OF JACKSON, MS

### Application for Sign Variance

I. Subject Property Address: 120 District Blvd., Suite D-106

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

to allow for larger sign to fit space and needs for  
visibility by customers

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? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CMU

If yes, please attach copies of agency findings and decisions.

#### VI. APPLICANT'S INFORMATION:

Name: Orange Theory Fitness / Dale Kilpatrick

Mailing Address: 120 District Blvd

City: Jackson State: MS Zip: 39211

Contact Phone: 850-266-3456 Fax: \_\_\_\_\_

Email: dale.kilpatrick@yahoo.com

RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: Mitchell Signs / Polly Talley

Mailing Address: 3200 Hwy 45 North

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Fax: 601-482-7474

Email: polly.talley@mitchellcompanies.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthrealty.com

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

X Variance(s) \$450.00



RECEIVED

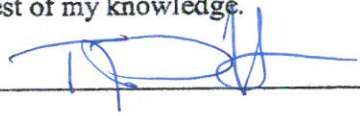
AUG 16 2017

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

Old District at Eastover  
308 E. Pearl St., Suite 200 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. DUCKWORTH

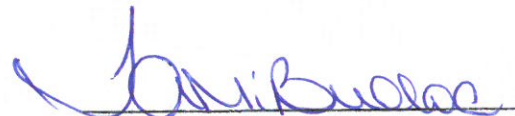
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14

Day of Aug, 2017.

MY COMMISSION EXPIRES:



  
NOTARY PUBLIC



RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

EPOC Fitness Venture II, LLC  
Orangetheory® Fitness  
120 District Blvd, Suite 105  
Jackson, MS. 39211

August 7, 2017

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for Orangetheory Fitness at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Orangetheory Fitness is in the process of opening a new location within the development. The new location will face I-55 North, and signage will be vital to reaching our target market. However, due to the current zoning of this particular development, the size of signage for our tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business vitality. We feel that allowing Orangetheory Fitness to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to our customers. Thank you for consideration of our request.

Respectfully,

EPOC FITNESS VENTURE II, LLC

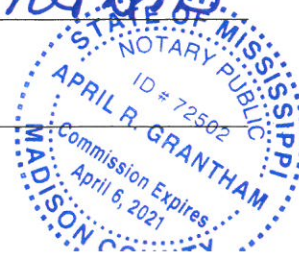
Dale F. Kilpatrick,  
Its: Administrative Member

STATE OF MISSISSIPPI §  
§  
COUNTY OF MADISON §

I, the undersigned, a Notary Public, in and for said county and state, hereby certify that, Dale F. Kilpatrick, whose name as Authorized Member of EPOC FITNESS VENTURE II, LLC, a Mississippi limited liability company, has signed the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily, and as an act of said limited liability company.

Given under my hand and official seal, this the 9th day of August, 2017.

Notary Public  
My Commission Expires: 1





RECEIVED

AUG 16 2017

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. Includes fields for Name, Address, Business Name, Height, Length, etc.

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.

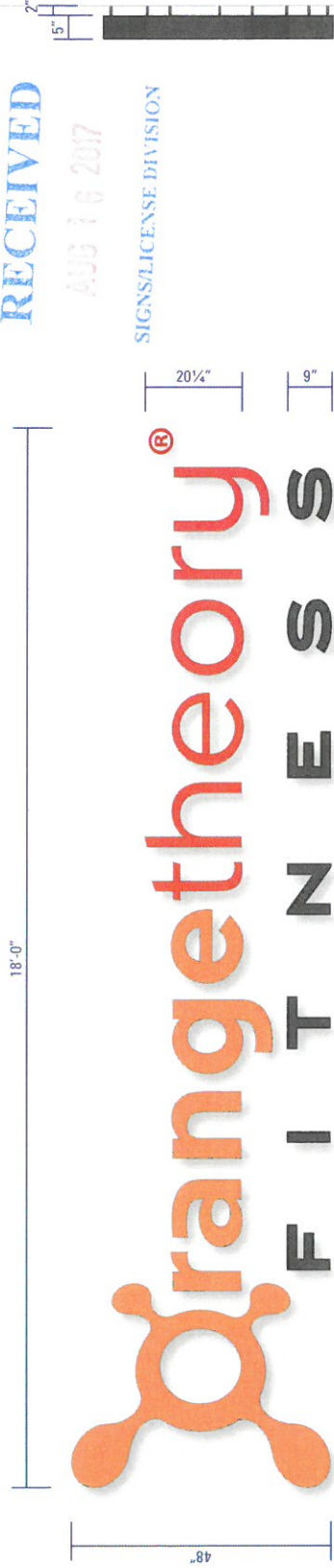
Signature: Polly Jolley, Date: 8-14-17

Sign and License Division Manager



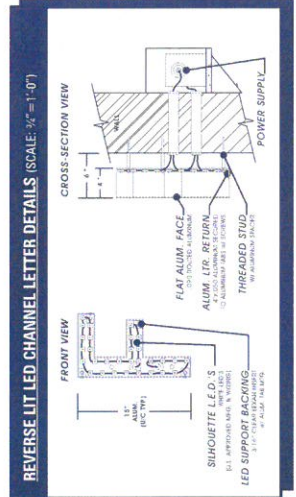
SCALE  
1/2" = 1'-0"

WALL AREA : 18'(h) x 50'(w) = 900.0' sq.ft.  
SIGN AREA : 4'(h) x 18'(w) = 72.0' sq.ft.

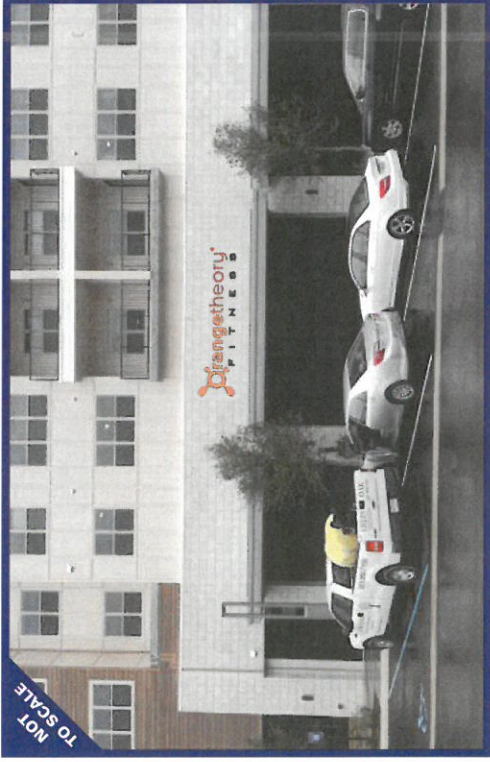


**SIGN DESCRIPTION:**  
MANUFACTURE/INSTALL (OITY) REVERSE ILLUMINATED CHANNEL LETTERS.  
FABRICATED ALUMINUM CHANNEL LETTERS WITH PAINTED FACES AND BLACK REINFORCING AND CLEAR P.E.T. BACKING.  
REVERSE ILLUMINATION WITH 12VDC LED STRIP LIGHTS.  
① TO BE ROUTED, 1/2" ALUMINUM PAINTED PMS 1797c (RED) WITH OPACQUE WHITE VINYL APPLIED FIRST SURFACE.  
② ALUMINUM 1/2" REINFORCING.  
③ ALUMINUM 1/2" REINFORCING.  
④ WALL BE STUD MOUNTED TO EXTERIOR WALL.

- PMS 1575c (TANGERINE)
- PMS 1797c (RED)
- PMS COOL GREY11c (SMOKE GRAY)



SUPERIMPOSED PHOTO APPROXIMATE / OPTION #1



The color sketch is provided as an example of color. There is not exact match between process ink and paint. Please choose between Matching System colors to print.

1. Check for correct dimensions and correct details. 2. Check for correct materials. 3. Check for correct colors. 4. Check for correct finish. 5. Check for correct mounting hardware. 6. Check for correct sign location. 7. Check for correct sign content. 8. Check for correct sign placement. 9. Check for correct sign size. 10. Check for correct sign orientation. 11. Check for correct sign visibility. 12. Check for correct sign safety. 13. Check for correct sign durability. 14. Check for correct sign maintenance. 15. Check for correct sign removal.

**MITCHELL SIGNS**  
 2018 BY MITCHELL SIGNS  
 2018 BY MITCHELL SIGNS  
<http://www.mitchellsigns.com>

CUSTOMER: ORANGE THEORY/FITNESS	JOB NAME: REVERSE CH LETTERS/LED	DATE: 7/31/17
ADDRESS: THE DISTRICT	CITY/STATE: JACKSON, MS	REV: 00/00/17
FILE: 30370AM ORANGE THEORY/FITNESS (Jackson)	SALES: POLLY TULLY	W.O.#: 93803
APPROVALS:		



RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

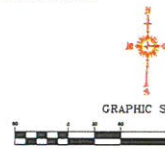
**Legal Description**

A portion of Lot 10 of The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.

# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

LINE TABLE		CURVE TABLE	
LINE NUMBER	BEARING	CURVE NUMBER	BEARING
L1	N11°15'00"W	C1	N11°15'00"W
L2	N11°15'00"W	C2	N11°15'00"W
L3	N11°15'00"W	C3	N11°15'00"W
L4	N11°15'00"W	C4	N11°15'00"W
L5	N11°15'00"W	C5	N11°15'00"W
L6	N11°15'00"W	C6	N11°15'00"W
L7	N11°15'00"W	C7	N11°15'00"W
L8	N11°15'00"W	C8	N11°15'00"W
L9	N11°15'00"W	C9	N11°15'00"W
L10	N11°15'00"W	C10	N11°15'00"W
L11	N11°15'00"W	C11	N11°15'00"W
L12	N11°15'00"W	C12	N11°15'00"W
L13	N11°15'00"W	C13	N11°15'00"W
L14	N11°15'00"W	C14	N11°15'00"W
L15	N11°15'00"W	C15	N11°15'00"W
L16	N11°15'00"W	C16	N11°15'00"W
L17	N11°15'00"W	C17	N11°15'00"W
L18	N11°15'00"W	C18	N11°15'00"W
L19	N11°15'00"W	C19	N11°15'00"W
L20	N11°15'00"W	C20	N11°15'00"W
L21	N11°15'00"W	C21	N11°15'00"W
L22	N11°15'00"W	C22	N11°15'00"W
L23	N11°15'00"W	C23	N11°15'00"W
L24	N11°15'00"W	C24	N11°15'00"W
L25	N11°15'00"W	C25	N11°15'00"W
L26	N11°15'00"W	C26	N11°15'00"W
L27	N11°15'00"W	C27	N11°15'00"W
L28	N11°15'00"W	C28	N11°15'00"W
L29	N11°15'00"W	C29	N11°15'00"W
L30	N11°15'00"W	C30	N11°15'00"W
L31	N11°15'00"W	C31	N11°15'00"W
L32	N11°15'00"W	C32	N11°15'00"W
L33	N11°15'00"W	C33	N11°15'00"W
L34	N11°15'00"W	C34	N11°15'00"W
L35	N11°15'00"W	C35	N11°15'00"W
L36	N11°15'00"W	C36	N11°15'00"W
L37	N11°15'00"W	C37	N11°15'00"W
L38	N11°15'00"W	C38	N11°15'00"W
L39	N11°15'00"W	C39	N11°15'00"W
L40	N11°15'00"W	C40	N11°15'00"W
L41	N11°15'00"W	C41	N11°15'00"W
L42	N11°15'00"W	C42	N11°15'00"W
L43	N11°15'00"W	C43	N11°15'00"W
L44	N11°15'00"W	C44	N11°15'00"W
L45	N11°15'00"W	C45	N11°15'00"W
L46	N11°15'00"W	C46	N11°15'00"W
L47	N11°15'00"W	C47	N11°15'00"W
L48	N11°15'00"W	C48	N11°15'00"W
L49	N11°15'00"W	C49	N11°15'00"W
L50	N11°15'00"W	C50	N11°15'00"W
L51	N11°15'00"W	C51	N11°15'00"W
L52	N11°15'00"W	C52	N11°15'00"W
L53	N11°15'00"W	C53	N11°15'00"W
L54	N11°15'00"W	C54	N11°15'00"W
L55	N11°15'00"W	C55	N11°15'00"W
L56	N11°15'00"W	C56	N11°15'00"W
L57	N11°15'00"W	C57	N11°15'00"W
L58	N11°15'00"W	C58	N11°15'00"W
L59	N11°15'00"W	C59	N11°15'00"W
L60	N11°15'00"W	C60	N11°15'00"W
L61	N11°15'00"W	C61	N11°15'00"W
L62	N11°15'00"W	C62	N11°15'00"W
L63	N11°15'00"W	C63	N11°15'00"W
L64	N11°15'00"W	C64	N11°15'00"W
L65	N11°15'00"W	C65	N11°15'00"W
L66	N11°15'00"W	C66	N11°15'00"W
L67	N11°15'00"W	C67	N11°15'00"W
L68	N11°15'00"W	C68	N11°15'00"W
L69	N11°15'00"W	C69	N11°15'00"W
L70	N11°15'00"W	C70	N11°15'00"W
L71	N11°15'00"W	C71	N11°15'00"W
L72	N11°15'00"W	C72	N11°15'00"W
L73	N11°15'00"W	C73	N11°15'00"W
L74	N11°15'00"W	C74	N11°15'00"W
L75	N11°15'00"W	C75	N11°15'00"W
L76	N11°15'00"W	C76	N11°15'00"W
L77	N11°15'00"W	C77	N11°15'00"W
L78	N11°15'00"W	C78	N11°15'00"W
L79	N11°15'00"W	C79	N11°15'00"W
L80	N11°15'00"W	C80	N11°15'00"W
L81	N11°15'00"W	C81	N11°15'00"W
L82	N11°15'00"W	C82	N11°15'00"W
L83	N11°15'00"W	C83	N11°15'00"W
L84	N11°15'00"W	C84	N11°15'00"W
L85	N11°15'00"W	C85	N11°15'00"W
L86	N11°15'00"W	C86	N11°15'00"W
L87	N11°15'00"W	C87	N11°15'00"W
L88	N11°15'00"W	C88	N11°15'00"W
L89	N11°15'00"W	C89	N11°15'00"W
L90	N11°15'00"W	C90	N11°15'00"W
L91	N11°15'00"W	C91	N11°15'00"W
L92	N11°15'00"W	C92	N11°15'00"W
L93	N11°15'00"W	C93	N11°15'00"W
L94	N11°15'00"W	C94	N11°15'00"W
L95	N11°15'00"W	C95	N11°15'00"W
L96	N11°15'00"W	C96	N11°15'00"W
L97	N11°15'00"W	C97	N11°15'00"W
L98	N11°15'00"W	C98	N11°15'00"W
L99	N11°15'00"W	C99	N11°15'00"W
L100	N11°15'00"W	C100	N11°15'00"W

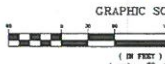


SURVEYED & MAPPED  
 BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 &  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "K"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014

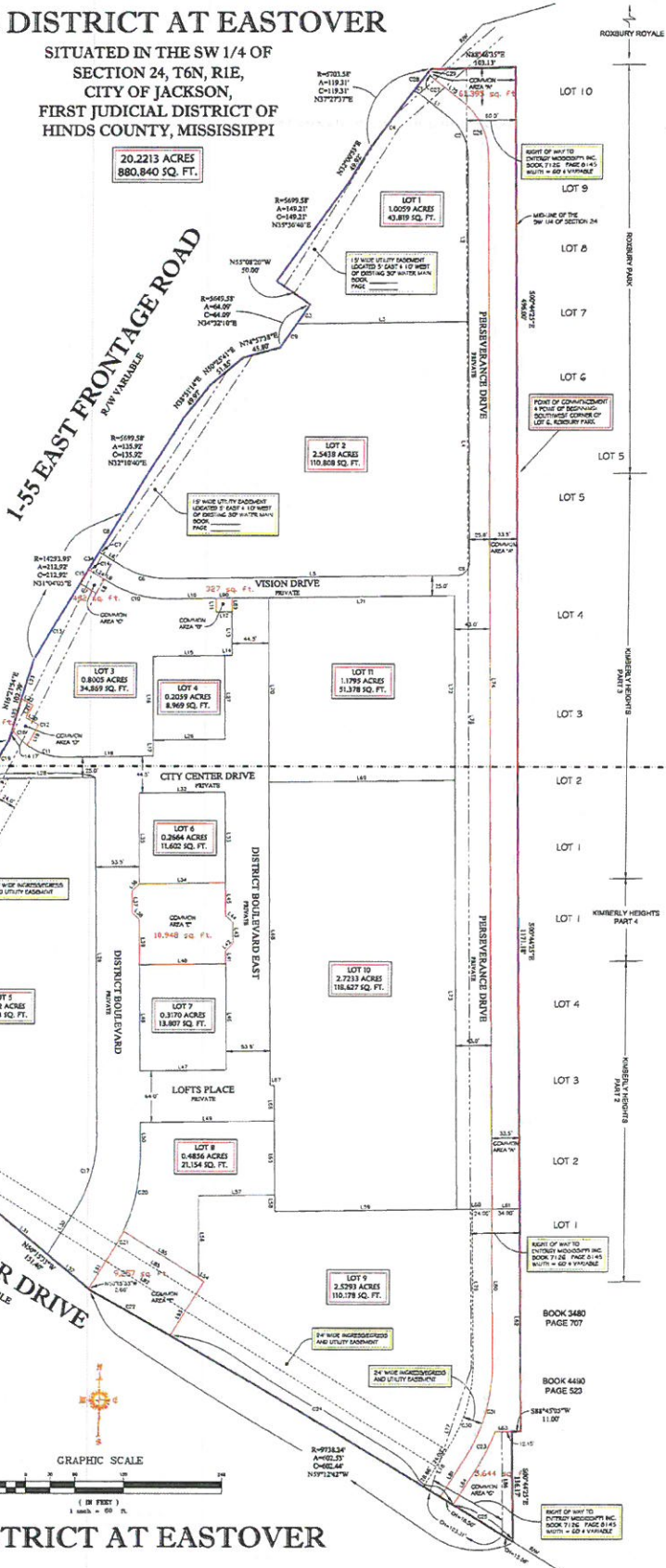
MATCH LINE --- SHEET 1 --- SHEET 2 ---

- General Notes:
- The City of Jackson shall have an easement across the property shown herein for purposes of reading meter records.
  - The maintenance, repair and replacement of all sewer, storm water and drainage structures and detentions facilities shall be the responsibility of the owners and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.
  - All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, the owners association and the owners of lots within the subdivision. The designation of any sewer, storm, parking area and/or easements on this Plat shall not mean or imply that the public at large acquires any easement of use or right of enjoyment with respect thereto.
  - The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, into, under and across the lots designated as Common Area on a C-1 subdivision.
  - The District Land Development Company, LLC reserves the easement and other rights set forth in the certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated September 11, 2013 as Book 7116, Page 114, as amended by the certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated May 26, 2014 as Book 7116, Page 214 of the last records in the Chancery Clerk of Hinds County, Mississippi.
  - Private drives with a width in excess of 25 feet include certain adjacent parking areas between the drive lanes and adjacent lots.

SURVEYED & MAPPED  
 BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 &  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "K"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014



# THE DISTRICT AT EASTOVER



OFFICE OF THE CITY ATTORNEY  
9/14/17 [Signature]

**ORDER ACCEPTING PAYMENT OF \$3,995.80 FROM STATE FARM MUTUAL  
AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED  
(KEEVES M. JOHNSON) AS A PROPERTY DAMAGE SETTLEMENT.**

**IT IS, HEREBY, ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$3,995.80 as a property damage settlement for damage sustained to a City of Jackson vehicle (PC-1739) on April 26, 2017.

**APPROVED FOR AGENDA:**

City Attorney  
Risk Manager  
CAO  
Mayor's Office

<b>Initials</b>	<b>Date</b>
<u>    <i>rd</i>    </u>	<u>    9-17-17    </u>
_____	_____
_____	_____

Item # 7  
Agenda Date: 26SEPTEMBER2017  
By: Lumumba, Allen, Poullard

09/06/2017  
{TBP}



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

09/06/2017

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>						
1.	1. <b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING PAYMENT OF \$3,995.80 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (KEEVES M. JOHNSON) AS A PROPERTY DAMAGE SETTLEMENT</b>						
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	City of Jackson						
4.	<b>Benefits</b>	N/A						
5.	<b>Schedule (beginning date)</b>	N/A						
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	N/A						
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Office of the City Attorney						
8.	<b>COST</b>	<b>3,995.80</b>						
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>							
10.	<b>EBO participation</b>	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>

**MEMO**

**TO: Chokwe Antar Lumumba, Mayor  
City of Jackson**

**DATE: September 06, 2017**

**RE: Damage to City Vehicle (PC-1739) and Recovery of Repair Cost from  
State Farm Mutual Automobile Insurance Company**

On April 26, 2017, Keeves M. Johnson was traveling west on Northside Drive. Claimant entered the left turn lane to make a left turn onto Bailey Avenue. Claimant's attempt was to make a left turn across traffic. The front bumper of City vehicle made contact with the front right quarter panel and front passenger door. Claimant states that he had the right of way to make a left turn at a yellow light. City driver {Officer Angela Adams} stated that the light was green as she proceeded through the intersection. Claimant was unlicensed. City driver was transported by AMR to ST. Dominic and has a personal injury claim. Claimant has insurance with State Farm Insurance. Received estimates from Stanton Body Shop in the amount of \$3,745.80.

State Farm Mutual Automobile Insurance Company issued a payment in the amount of \$3,995.80 for damage to the City vehicle. The payment is based upon the estimate provided by State Farm Mutual Automobile Insurance Company.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.

---

**Monica Allen, City Attorney  
Office of the City Attorney**

**MJ/tbp**

**Attachments**

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

OFFICE OF THE CITY ATTORNEY  
M/17/17  
BB

This ORDER ACCEPTING PAYMENT OF \$3,995.80 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (KEEVES M. JOHNSON) AS A PROPERTY DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica Allen, City Attorney

9/11/17  
\_\_\_\_\_  
DATE



PER-26 (REV. 12-08)  
5/17/17

OFFICE OF JACKSON  
ACCIDENT REPORT INVOLVING CITY VEHICLE

8

ENTERED  
5/17/17  
100

Date of Accident 4/26/17 Time 0801 AM/PM  
Date this form completed 4/26/17 Time 1200 AM/PM

SECTION I. VEHICLE #1 (CITY-VEHICLE)

1. Vehicle# 1739 Year 2012 Make Dodge/Charger Type (Sedan, Pick-up, etc.) Sedan Dept. Police  
2. Operator's Name Officer Angela Adams Employee# 101447 SSN 425-51-7482 Date of Birth 7/25/84  
3. City Driver License# 098380 State Driver License# 802276590  
4. Home address 755 Glencross Dr. Apt. 237 City/State/Zip Code Jackson, Ms. 39206 Phone# 601-960-1732  
5. Parts of vehicle damaged Front passenger side corner panel, hood and front area Approximate cost of repairs \$ UNK  
6. Location of Accident Northside Dr. / Bailey Ave.  
7. Were the appropriate law enforcement officials notified immediately? Yes (Y) No (N)  
8. If not, why? N/A  
9. Name of Investigating Officer Sgt. William Bright Badge# 1125 Employee# 96945 Case# 201700065263  
10. Vehicle # 1 was going (North, East, Parked, etc.) East on Northside Dr. (Street)  
11. Name, Address, Zip Code & Phone # of Witness (s) NONE

COPY  
RECEIVED

MAY 03 2017

RISK MANAGEMENT DIVISION

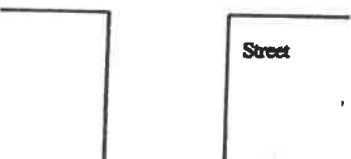
SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year 2004 Make Chevrolet Type (Sedan, Pick-up, etc.) Tahoe  
2. Operator's Name Keeves M. Johnson Phone# 601-278-7501  
3. Street address 4050 Newport Rd. City/State/Zip Code Pickens, Ms. 39146  
4. Parts of vehicle damaged Front passenger side door, pass. side corner panel and pass. side tire Approximate cost of repairs \$ UNK  
5. Vehicle # 2 was going (North, East, Parked, etc.) Southwest on Northside Dr. (Street)

INDICATE  
NORTH  
BY ARROW

Remarks: V1 was traveling east on Northside Drive and V2 was traveling west when V2 attempted a left turn across traffic. V1 said her light was green as she hit the intersection. V2 said he had a yellow light. V1 hit V2 as he pulled in front of her car.

SEE ATTACHED DIAGRAM



NOTE: Please attach a separate sheet of paper, if necessary.

I certify that I have supplied all facts pertaining to this accident and the above information is true and correct to the best of my knowledge.

EMPLOYEES SIGNATURE [Signature] DATE 4/26/17

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

Was the City Employee injured? If yes has the Personal Injury Report been completed? Yes (Y) No (N)

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable ( ) Non-Preventable (X) Undetermined at this time ( )

Supervisor's Signature [Signature]  
Supervisor's Printed Name Sgt. William Bright Supervisor's Employee# 96945 Date 4/26/17

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

In my opinion the accident is: Preventable ( ) Non-Preventable ( ) Undetermined at this time ( )

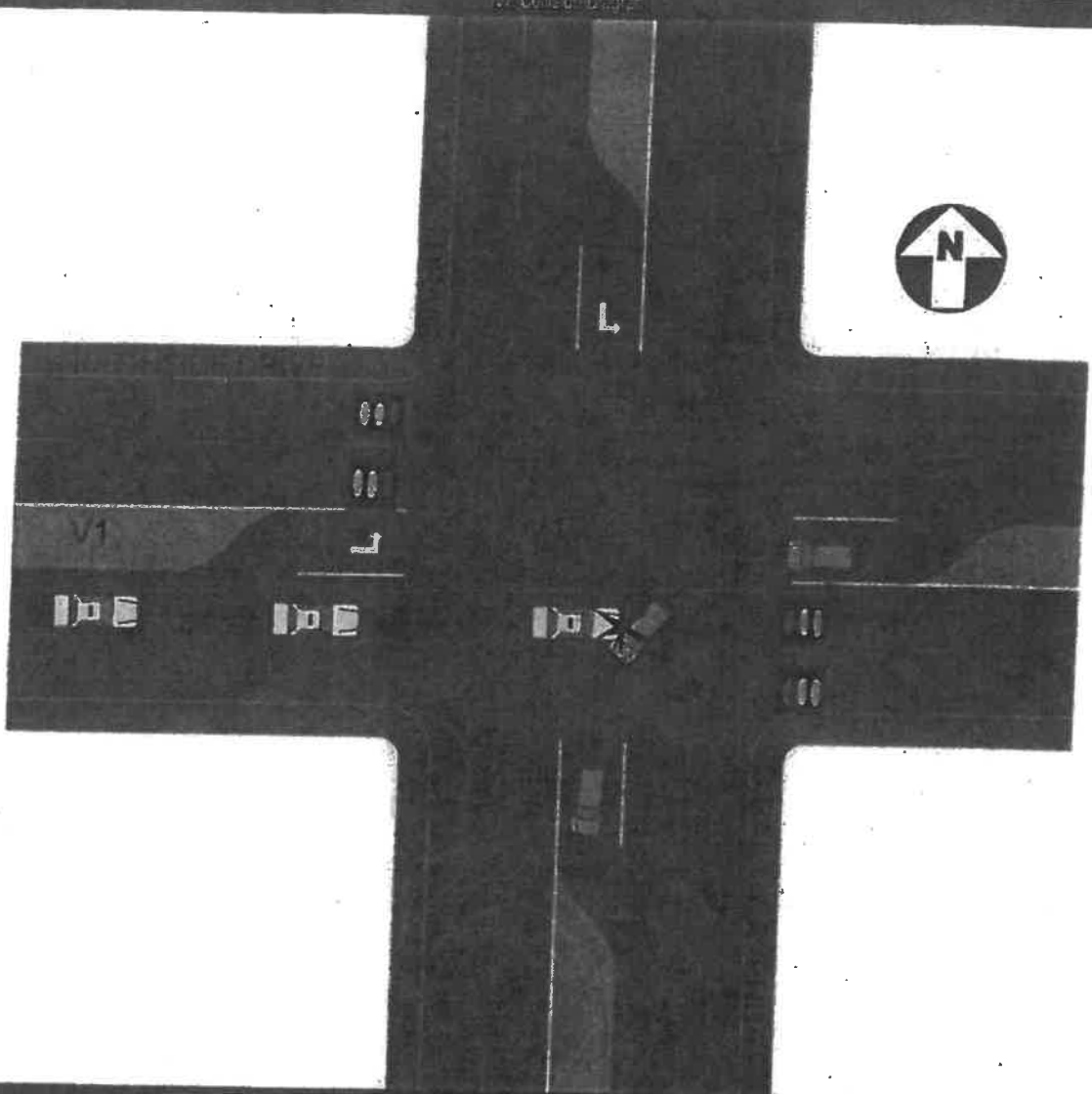
Department Head's Signature \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_  
Department Head's Printed Name \_\_\_\_\_

Original Copy - Risk Management Division    2nd Copy - Department    3rd Copy - Timekeeper    4th Copy - Employee

PCA  
5/3/17

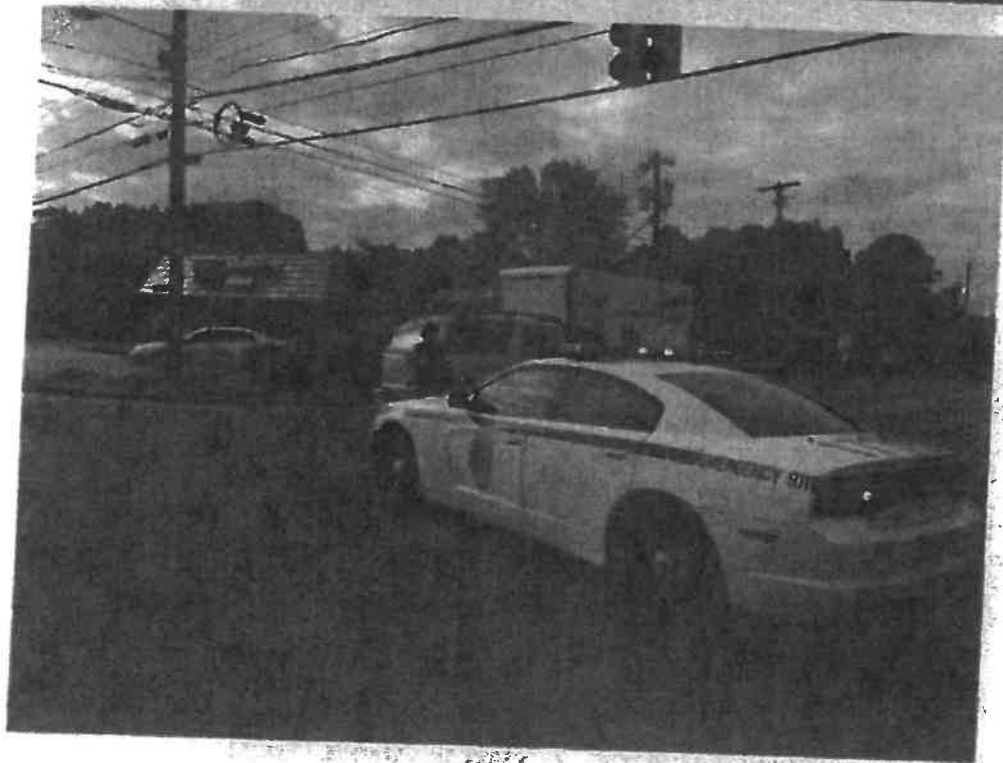
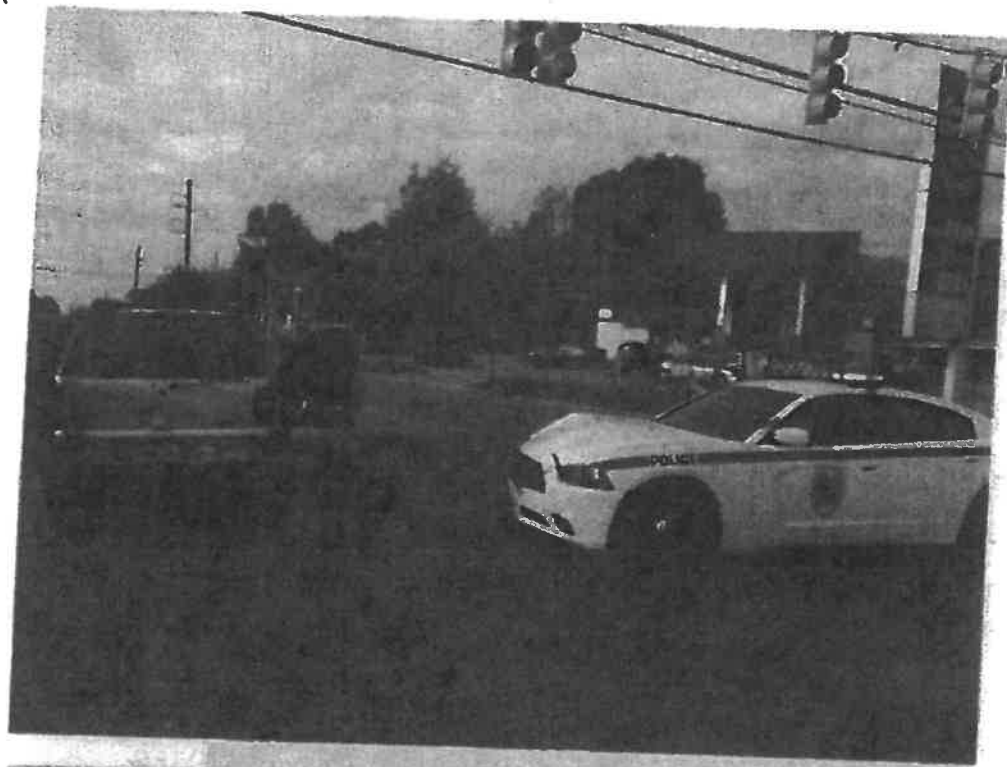


V1 Collision Diagram

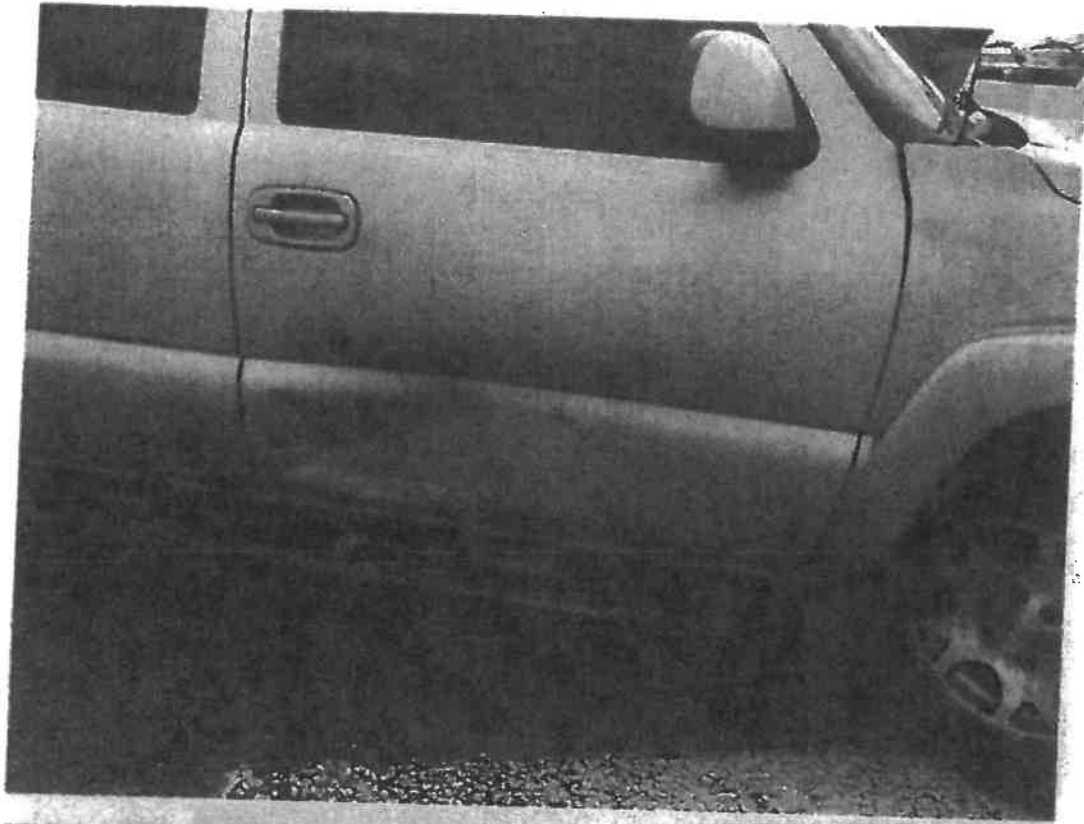


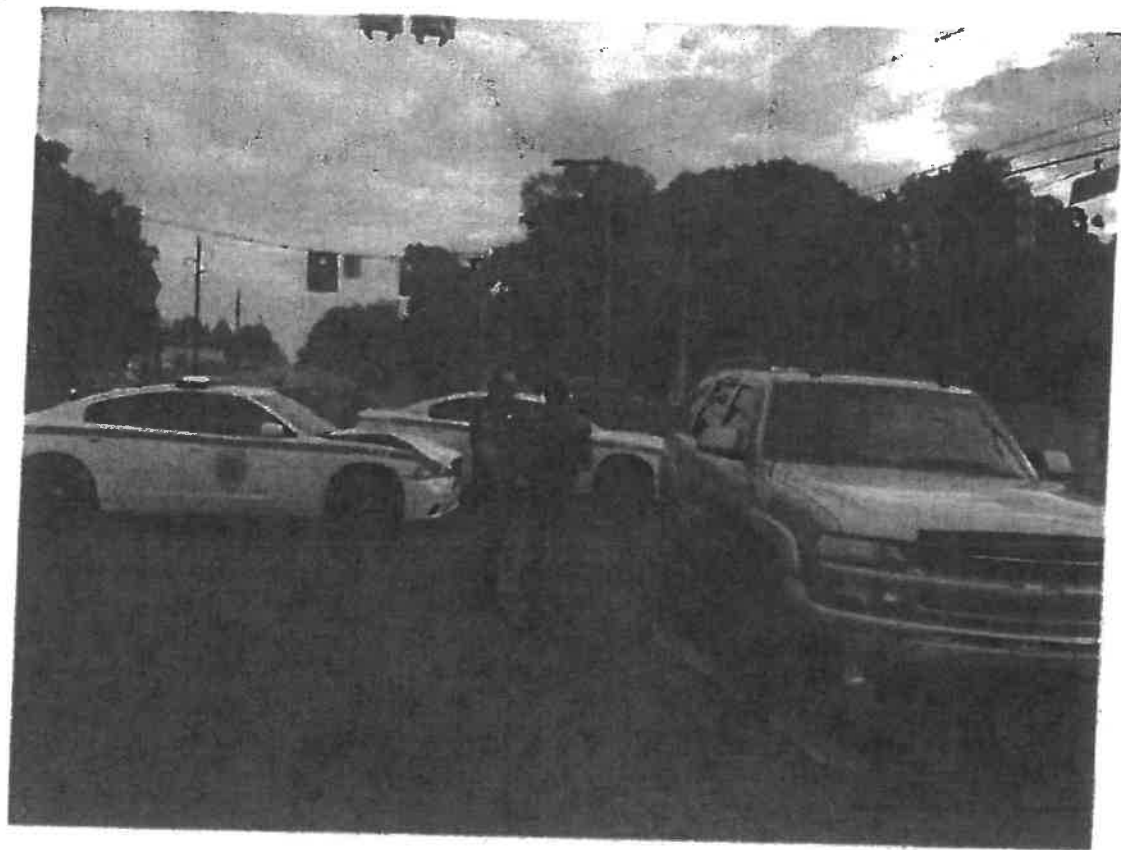
V2 Collision Narrative

V1 WAS TRAVELING EAST ON NORTHSIDE DRIVE AND V2 WAS TRAVELING WEST ON NORTHSIDE DR. V2 ENTERED THE LEFT TURN LANE TO MAKE A LEFT TURN ONTO BAILEY AVENUE. V2 ATTEMPTED TO MAKE THE LEFT TURN ACROSS TRAFFIC. THE FRONT BUMPER OF V1 MADE CONTACT WITH THE FRONT RIGHT QUARTER PANEL AND FRONT PASSENGER DOOR. THE DRIVER OF V2 STATED THAT HE HAD THE RIGHT OF WAY TO MAKE THE LEFT TURN AT A YELLOW LIGHT. THE DRIVER OF V1 STATED THAT THE LIGHT WAS GREEN AS SHE PROCEEDED THROUGH THE INTERSECTION. THE DRIVER OF V2 WAS UNLICENSED. THE DRIVER OF V1 WAS TRANSPORTED TO ST DOMINIC BY AMR.











Date: 4/27/2017 07:57 AM
Estimate ID: 116
Estimate Version: 0
Preliminary
Profile ID: Mitchell

Powell Body Shop

200 Presto Lane, Jackson, MS 39206
(601) 981-0401
Fax: (601) 981-6861
Email: James.powellbodyshop@gmail.com

Damage Assessed By: MITCHELL MITCHELL
Classification: None

Deductible: UNKNOWN

Insured: JACKSON POLICE PC 1700 DEPARTMENT
Address: JACKSON, MS

Mitchell Service: 911370

Description: 2010 Dodge Charger SE
Body Style: 4D 84d
VIN: 2C3CDXA0XDH568335
Mileage: 12,630
OEMALT: 0
Options:

Drive Train: 3.6L Inj 6 Cyl 8A RWD
License: 062627

Search Code: None

PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, REAR (DUAL-ZONE) AC
FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
ALUMINUM WHEELS, TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT, CD PLAYER
POWER ADJUSTABLE EXTERIOR MIRROR, FIRST ROW BUCKET SEAT, CLOTH SEAT
SIDE AIRBAGS, AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
MP3 PLAYER, DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL
KEYLESS ENTRY SYSTEM, REAR BENCH SEAT, STEERING WHEEL AUDIO CONTROLS

Table with columns: Line Item, Entry Number, Labor Type, Operation, Line Item Description, Part Type/Part Number, Dollar Amount, Labor Units. Contains 22 rows of repair estimates.

ESTIMATE RECALL NUMBER: 04/27/2017 07:47:45 116
Mitchell Data Version: OEM: FEB\_17\_V

Date: 4/27/2017 07:57 AM  
 Estimate ID: 118  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell

23 AUTO REF ADD'L OPR Clear Coat  
 24 933007 REF ADD'L OPR Feather, Prime & Block

2.3  
 12.00

\* - Judgment Item  
 # - Labor Note Applies  
 C - Included In Clear Coat Calc

### Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary	
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals		Amount
Body	9.9	66.00	0.00	0.00	670.00	Taxable Parts	2,848.48
Refinish	12.8	65.00	12.00	0.00	844.00		
Mechanical	0.5	70.00	0.00	0.00	35.00	Total Replacement Parts Amount	2,848.48
Taxable Labor					1,480.50		
Labor Summary					22.2	1,480.50	
III. Additional Costs						IV. Adjustments	
Taxable Costs						Amount	Amount
Total Additional Costs						13.00	Customer Responsibility
							0.00
						I. Total Labor:	1,480.50
						II. Total Replacement Parts:	2,848.48
						III. Total Additional Costs:	13.00
						Gross Total:	4,119.98
						IV. Total Adjustments:	0.00
						Net Total:	4,119.98

This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

4-27-2017  




OFFICE OF THE CITY CLERK  
2/18/17  
BB

**ORDER ACCEPTING PAYMENT OF \$4,541.24 FROM STATE FARM MUTUAL  
AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED  
(LATOYA BARNES) AS A PROPERTY DAMAGE SETTLEMENT.**

**IT IS, HEREBY, ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$4,541.24 as a property damage settlement for damage sustained to a City of Jackson vehicle (SUV-68) on February 01, 2017.

**APPROVED FOR AGENDA:**

City Attorney  
Risk Manager  
CAO  
Mayor's Office

<b>Initials</b>	<b>Date</b>
<u>201</u>	<u>9-13-17</u>
_____	_____
_____	_____

Item # 8  
Agenda Date: 26SEPTEMBER2017  
By: Lumumba, Allen, Poullard

09/13/2017  
{TBP}

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

09/13/2017  
DATE

<b>POINTS</b>		<b>COMMENTS</b>							
1.	<b>1. Brief Description/Purpose</b>	<b>ORDER ACCEPTING PAYMENT OF \$4,541.24 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (LATOYA BARNES) AS A PROPERTY DAMAGE SETTLEMENT</b>							
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	City of Jackson							
4.	<b>Benefits</b>	N/A							
5.	<b>Schedule (beginning date)</b>	N/A							
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	N/A							
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Office of the City Attorney							
8.	<b>COST</b>	<b>4,541.24</b>							
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>								
10.	<b>EBO participation</b>	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>	

MEMO

**TO: Chokwe Antar Lumumba, Mayor  
City of Jackson**

**DATE: September 13, 2017**

**RE: Damage to City Vehicle (SUV-68) and Recovery of Repair Cost from  
State Farm Mutual Automobile Insurance Company**

On February 01, 2017, City driver {James Davis, JPD-SUV-68} 2014 Ford Explorer was stopped at a stop sign facing east on Byram Drive and was struck by claimant's vehicle driven by Latoya Barnes {owned by Fredrick Barnes 2002 Lexus 350} causing damage to the rear end of City vehicle. Claimant was traveling east on Byram Drive and struck City vehicle causing damage to the front end.

State Farm Mutual Automobile Insurance Company issued a payment in the amount of \$4,541.24 for damage to the City vehicle. The payment is based upon the estimate provided by State Farm Mutual Automobile Insurance Company.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



**Monica Allen, City Attorney  
Office of the City Attorney**

**MA/tbp**

**Attachments**

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 PAYMENT OF \$4,541.24 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (LATOYA BARNES) AS A PROPERTY DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY  
9/18/17  
BB

  
\_\_\_\_\_  
Monica Allen, City Attorney

9/18/17  
\_\_\_\_\_  
DATE





**STANTON BODY SHOP & WRECKER  
SERVICE, LLC**

Workfile ID: 9885316  
Federal ID: 64-0752655

"We're Not Satisfied Until You're Satisfied!"  
2691 LIVINGSTON RD, JACKSON, MS 39213  
Phone: (601) 366-8797  
FAX: (601) 366-8713

**Preliminary Estimate**

**RECEIVED**  
APR 04 2011  
RISK MANAGEMENT DIVISION

**Customer: City Of Jackson**

Written By: Edwyn Stanton

Insured: City Of Jackson  
Type of Loss:  
Point of Impact: 06 Rear

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
City Of Jackson  
  
(601) 454-2527 Cell

**Inspection Location:**  
STANTON BODY SHOP & WRECKER  
SERVICE, LLC  
2691 LIVINGSTON RD  
JACKSON, MS 39213  
Repair Facility  
(601) 366-8797 Business

**Insurance Company:**

**VEHICLE**

2014 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Sequential MPI BLACK

VIN: 1FM5K8AR9EGB38268	Interior Color:	Mileage In:	Vehicle Out:
License: CBA--623	Exterior Color: BLACK	Mileage Out:	
State: MS	Production Date:	Condition: Good	Job #:

**TRANSMISSION**

4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat  
Power Adjustable Pedals

**DECOR**

Dual Mirrors  
Privacy Glass

Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper

**RADIO**

AM Radio  
FM Radio

Stereo

Search/Seek

CD Player

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Rear Spoiler

**TRUCK**

Rear Step Bumper

Get live updates at [www.carwise.com/e/37q7WB](http://www.carwise.com/e/37q7WB)

**Preliminary Estimate**

**Customer: City Of Jackson**

2014 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Sequential MPI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	PC 68					
2		<b>REAR LAMPS</b>		1			
3	R&I	LT Tail lamp assy					
4		<b>LIFT GATE</b>				0.3	
5	Repl	Lift gate	8B5Z7840010B	1	1,284.82	4.5	3.5
6		Add for Clear Coat					
7		Add for trnsfr glass					1.4
8	*	R&I Rear molding w/Police Interceptor w/o camera				1.0	
9	R&I	Handle					
10	Repl	Nameplate "POLICE INTERCEPTOR"	XW7Z5442528AA	1	14.62	Incl.	
11	#	Repl Cover car				0.2	
12	#	Setup & measure		1	5.00		
13	#	Rpr Unibody structural repair		1		2.0	
14	#	Repl Flex additive				2.0	F
15	R&I	Lower trim panel w/o power lift gate charcoal		1	5.00		
16	R&I	Upper trim panel charcoal					Incl.
17		<b>REAR BODY &amp; FLOOR</b>					Incl.
18	*	Rpr Rear body panel (HSS)					
19		Overlap Major Adj. Panel				2.0	1.1
20		Add for Clear Coat					-0.4
21	*	Rpr <u>Rear floor pan AFTER PULL</u>					0.1
22	*	Rpr LT Rear sidemember (HSS)				5.0	1.5
23		Add for Clear Coat				2.0	1.5
24		<b>PILLARS, ROCKER &amp; FLOOR</b>					0.3
25	Blnd	LT Aperture panel					
26		<b>QUARTER PANEL</b>					2.0
27	*	Rpr LT Quarter panel					
28		Overlap Major Adj. Panel				6.0	2.6
29		Add for Clear Coat					-0.4
<b>SUBTOTALS</b>					<b>1,309.44</b>	<b>25.0</b>	<b>13.6</b>

**Preliminary Estimate**

**Customer: City Of Jackson**

2014 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Sequential MPI BLACK

**ESTIMATE TOTALS**

<b>Category</b>	<b>Basis</b>	<b>Rate</b>	<b>Cost \$</b>
Parts			1,309.44
Body Labor	23.0 hrs @	\$ 65.00 /hr	1,495.00
Paint Labor	13.6 hrs @	\$ 65.00 /hr	884.00
Frame Labor	2.0 hrs @	\$ 100.00 /hr	200.00
Paint Supplies	13.6 hrs @	\$ 48.00 /hr	652.80
<b>Subtotal</b>			<b>4,541.24</b>
<b>Grand Total</b>			<b>4,541.24</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>4,541.24</b>

ESTIMATE VALID FOR THIRTY DAYS.

**RECEIVED**  
APR 04 2017  
RISK MANAGEMENT DIVISION



**Preliminary Estimate**

**Customer: City Of Jackson**

2014 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Sequential MPI BLACK

**ALTERNATE PARTS USAGE**

2014 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Sequential MPI BLACK

VIN: 1FM5K8AR9EGB38268 Interior Color: Mileage In: Vehicle Out:  
License: CBA--623 Exterior Color: BLACK Mileage Out:  
State: MS Production Date: Condition: Good Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	0	0

**RECEIVED**

APR 04 2017

RISK MANAGEMENT DIVISION

RECEIVED

APR 04 2017

**STANTON BODY SHOP & WRECKER SERVICE, LLC**

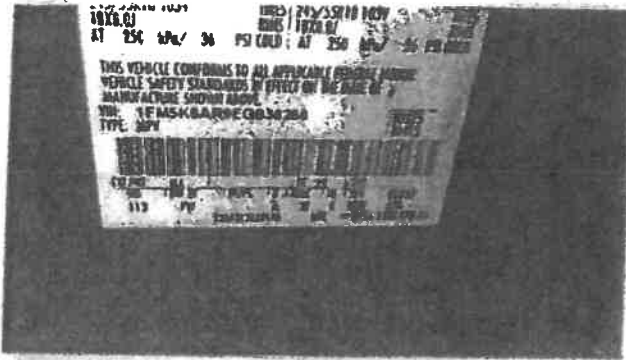
2691 LIVINGSTON RD, JACKSON, MS 39213

Phone: (601) 366-8797, Fax: (601) 366-8713

RISK MANAGEMENT DIVISION

Image Report

Owner:	City Of Jackson	Insurance:		Estimator:	Edwyn Stanton	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2014	Color:	BLACK	License Plate:	CBA--623	Production Date:	
Make:	FORD	Body Style:	4D UTV	State:	MS	Mileage In:	
Model:	Explorer Utility Poli...	Engine:	6-3.7L Flex Fuel ...	VIN:	1FM5K8AR9EGB38268	Condition:	Good



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:

# STANTON BODY SHOP & WRECKER SERVICE, LLC

2691 LIVINGSTON RD, JACKSON, MS 39213

Phone: (601) 366-8797, Fax: (601) 366-8713

## Image Report

Owner:	City Of Jackson	Insurance:		Estimator:	Edwyn Stanton	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2014	Color:	BLACK	License Plate:	CBA--623	Production Date:	
Make:	FORD	Body Style:	4D UTV	State:	MS	Mileage In:	
Model:	Explorer Utility Poli...	Engine:	6-3.7L Flex Fuel ...	VIN:	1FM5K8AR9EGB38268	Condition:	Good



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:



2/6/2017  
Comments:

lead  
4/19/17  
[Signature]

CITY OF JACKSON  
ACCIDENT REPORT INVOLVING CITY VEHICLE



Date of Accident 02/01/2017 Time 0700 AM/  
Date this form completed 02/06/2017 Time 1500 AM/

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # SUV-68 Year 2014 Make Ford Type (Sedan, Pick-up, etc.) Explorer Dept Police  
2. Operator's Name James E. Davis Employee # 005688 SSN 438-17-2880 Date of Birth 01-09-19  
3. City Driver License # 005688 State Driver License # 800-87-8536  
4. Home address 350 Byram Drive City/State/Zip Code Byram, Mississippi 39272 Phone # 601-259-0538  
5. Parts of vehicle damaged Rear bumper Approximate cost of repairs \$ 2,500.00  
6. Location of Accident Byram Drive near Terry Road  
7. Were the appropriate law enforcement officials notified immediately? Yes (X) No ( )  
8. If not, why? N/A  
9. Name of Investigating Officer T. Jones Badge # 1395 Employee # 098364 Case # 2017-020915  
10. Vehicle # 1 was going (North, East, Parked, etc.) East on Byram Drive (Street)  
11. Name, Address, Zip Code & Phone # of Witness (s) None

COPY

RECEIVED

SECTION II. VEHICLE #2 (OTHER VEHICLE)

APR 13 2017

1. Year 2002 Make Lexus RX350 Type (Sedan, Pick-up, etc.) SUV  
2. Operator's Name Latoya Barnes Phone # 601-248-8634 RISK MANAGEMENT DIVISION  
3. Street address 300 Byram Drive City/State/Zip Code Byram, Mississippi 39272  
4. Parts of vehicle damaged Front bumper Approximate cost of repairs \$ N/A  
5. Vehicle # 2 was going (North, East, Parked, etc.) east on Byram Drive (Street)

INDICATE  
NORTH  
BY ARROW

Remarks: Driver of Vehicle #1, Deputy Chief James E. Davis was stopped at a stop sign eastbound on Byram Drive. Driver of Vehicle #2 was also eastbound of Byram Drive and struck the rear bumper of Vehicle #1 causing damage. No injuries were reported. Byram Police Department was called to the scene and investigated.

See Attachment

Street

NOTE: Please attach a separate sheet of paper, if necessary.

I certify that I have supplied all facts pertaining to this accident and the above information is true and correct to the best of my knowledge

EMPLOYEE'S SIGNATURE [Signature] DATE 2/15/17

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments Driver of Vehicle #1, Deputy Chief James E. Davis was stopped at a stop sign and rear ended by another vehicle.

Was the City Employee injured? If yes has the Personal Injury Report been completed? Yes ( ) No (X)

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable Non-Preventable (X) Undetermined at this time ( )

Supervisor's Signature [Signature] # 1315  
Supervisor's Printed Name Cmdr. Thaddeus Jones Supervisor's Employee # 098364 Date 02-06-2017

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

In my opinion the accident is: Preventable Non-Preventable (X) Undetermined at this time ( )

Department Head's Signature [Signature] Department Police Date 4/9/17  
Department Head's Printed Name Allen White



**ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI REQUIRING CANADIAN NATIONAL RAILWAY COMPANY TO ERECT A VIADUCT ACROSS THE CANADIAN NATIONAL RAILROAD LINE ON LIVINGSTON ROAD AT RIDGEWAY STREET.**

**WHEREAS**, §21-37-9 of the Mississippi Code of 1972, Annotated, provides that the governing authorities of municipalities shall have the power and authority to require railroad companies to erect viaducts over their tracks at the crossing of streets; and

**WHEREAS**, the Federal Railroad Administration recommends that railroads “work cooperatively with state and local officials to eliminate or minimize the impact of blocked crossings wherever possible;” and

**WHEREAS**, the governing authorities of the City of Jackson, Mississippi observe that trains cross over major arteries within the City of Jackson during peak traffic hours in the downtown area, specifically blocking traffic on during morning and evening rush hours; and

**WHEREAS**, the governing authorities of the City of Jackson, Mississippi conclude that blocked railroad crossings on Livingston Road, Ridgeway Street, and Northside Drive at California Avenue significantly impair the ability of citizens of Jackson to reach scheduled events timely, which range from getting to work punctually to picking up children from practice or after-school care promptly; and

**WHEREAS**, the City Council of Jackson, Mississippi further notes that the traffic congestion caused by blocked railroad crossings on Livingston Road, Ridgeway, and Northside Drive at California Avenue pose heightened safety risks during emergency response situations; and

**WHEREAS**, the City of Jackson finds that requiring Canadian National Railroad to erect a viaduct across the Canadian National Railroad Line, is necessary for the public safety and convenience of its citizenry.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI**, that an ordinance requiring Canadian National Railway Company to erect a viaduct across Livingston Road and Ridgeway Street, is in the best interest of the citizens of Jackson, Mississippi, and is hereby adopted and shall read as follows:

**Section 1.** The construction and maintenance of a viaduct and approaches thereto, upon Livingston Road at Ridgeway Street, in the City of Jackson, Mississippi, over the railway tracks owned and used by Canadian National Railway Company is hereby declared necessary and for the safety and convenience of the public.

**Section 2.** The city engineer is hereby authorized to make the necessary surveys and to prepare plans and specifications for said viaduct and approaches, showing fully the width,

height, strength, material, and manner of construction thereof, and when completed said specifications shall be submitted to the mayor and city council for their action thereon.

**Section 3.** That the city clerk is hereby directed to provide this Ordinance and said plans and specifications to Canadian National Railway Company upon passage.

AGENDA ITEM: \_\_\_\_\_

DATE: August 1, 2017

BY: Kenneth I. Stokes

**ORDER AUTHORIZING MAYOR TO EXECUTE AGREEMENTS  
WITH IMMIX TECHNOLOGY, INC., FOR THE MAINTENANCE  
FOR ORACLE TALEO SOFTWARE.**

OFFICE OF THE CITY ATTORNEY  
B. G. S. S.  
7/27/17

**WHEREAS**, on October 2014, the City of Jackson purchased Oracle Taleo software from Oracle; and

**WHEREAS**, the referenced software is used to support the City's JIMS/CAYENTA/HR system; and

**WHEREAS**, it is a cloud based system that provides application tracking; and

**WHEREAS**, the City is in the process of implementing the new system; and

**WHEREAS**, the current maintenance expires on July 22, 2017; and

**WHEREAS**, Immix Technology, Inc., has proposed a one-year maintenance agreement that covers the Oracle Taleo Software; and

**WHEREAS**, maintenance needs for all Oracle software have been analyzed and execution of maintenance agreement for the Oracle software is recommended.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute agreements with Immix Technology, Inc., to provide maintenance for the Oracle Taleo software, said maintenance being provided at a cost of \$36,099.00 for the period beginning on the last date of execution by both parties through July 21, 2018.

Item #12  
September 26, 2017  
Hatcher, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**07-19-2017**

**DATE**

(as revised 3/6/01)

POINTS		COMMENTS	
1.	<b>Brief Description</b>	Oracle Support Renewal for our Oracle Taleo software.	
2.	<b>Purpose</b>	Contract with Mythics, Inc. for continuing Oracle support for our Oracle Taleo.	
3.	<b>Who will be affected</b>	All Departments	
4.	<b>Benefits</b>	This contract will provide continuing support for our Oracle Taleo.	
5.	<b>Schedule (beginning date)</b>	July 22, 2017	
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE</b> (yes or no) (area)  ▪ <b>Project limits if applicable</b>	Citywide	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	City Department	
8.	<b>COST</b>	\$36,099.00	
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Account # 004-90400-6464	
10.	<b>EBO participation</b>	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>





## MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Hatcher, Ph.D., Director **CHA**  
Department of Administration

Date: July 19, 2017

Re: Oracle (Taleo) Maintenance

---

The City of Jackson purchased Oracle Taleo software from Oracle. The referenced software is used to support the City's JIMS/CAYENTA/HR system. It is a cloud based system that provides application tracking. We are in the process of implementing this system.

Oracle licenses the use of their software through its maintenance agreements. The current maintenance agreements expire on July 22, 2017. We received two quotes. Immix Technology offered the lowest quote. The cost of renewal is \$36,099.00.

Based on the above, the Information Systems Division recommends that the Oracle Taleo maintenance agreement be renewed.



CH/rb

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 MAYOR TO EXECUTE AGREEMENTS WITH IMMIX TECHNOLOGY, INC., FOR THE MAINTENANCE FOR ORACLE TALED0 SOFTWARE is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Monica D. Joiner**, *City Attorney*  
**Roslyn Griffin**, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
7/28/17  
10:44 AM

# Sales Quotation

Fredrick Wilson  
 City of Jackson  
 , PH: (601)960-1395  
 fwilson@city.jackson.ms.us

**Contract No.:** OPENMARKET-IM

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

**Quote Number:** QUO-795237-S1S8V3  
**Quote Date:** 7/11/2017  
**Expiration Date:** 8/10/2017

**Order/Payment Address:**  
 immixTechnology, Inc.  
 8444 Westpark Drive, Suite 200  
 McLean, VA 22102  
 PH: 703-752-0610 FX: 703-752-0611  
 EFT: BB&T  
 Routing No. 055003308

**immixTechnology, Inc.** Wilkinson, Daryl  
**Contact:** Daryl\_Wilkinson@immixgroup.com

**Manufacturer Quote #:**  
**Manufacturer Ref #:**

**Manufacturer Contact:** Johnson, Tony  
 703-364-0258 antonio.johnson@oracle.com

This quote is for a 1 year term with the period of performance of 07/22/2017 - 07/21/2018.  
 This deal is subject to quarterly in arrears billing.  
 This quote is subject to the attached terms and conditions.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	B84260	OPENMARKET-IM	XAAS	Oracle Talent Acquisition for Midsize Cloud Service - Hosted Employee - Priced Per Month** TRUSTED PRODUCT **	2700	\$13.3700	\$36,099.00
<b>ANYTHING AS A SERVICE</b>							\$36,099.00
<b>Grand Total</b>							\$36,099.00

Open Market items are subject to the attached Terms and Conditions.

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

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

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

All references to [Oracle] in these Terms and Conditions should be read as "Contractor (immixTechnology, Inc.), acting by and through its supplier, [Oracle]."

## TERMS AND CONDITIONS FOR [ORACLE] PRODUCTS AND SERVICES

**THESE ORACLE CLOUD SERVICES AGREEMENT TERMS APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER. THESE ORACLE CLOUD SERVICES AGREEMENT TERMS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ANY ORDERING DOCUMENTATION.**

### 1 AGREEMENT DEFINITIONS

- 1.1 **"Ancillary Software"** means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.
- 1.2 **"Cloud Services"** or **"Services"** means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include professional services.
- 1.3 **"Data Center Region"** refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.
- 1.4 **"Oracle Programs"** refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.
- 1.5 **"Program Documentation"** refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. For Oracle Infrastructure-as-a-Service (IaaS) Cloud Services, "Program Documentation" includes documentation, help windows and readme files for the IaaS hardware products. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 1.6 **"Services Environment"** refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.
- 1.7 **"Service Specifications"** means the descriptions on [www.oracle.com/contracts](http://www.oracle.com/contracts), or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.
- 1.8 **"Services Period"** refers to the period of time for which You have ordered Cloud Services as specified in Your order.
- 1.9 **"Third Party Content"** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.
- 1.10 **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access



the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

- 1.11 "You" and "Your" refers to the entity of the United States Government that has ordered Oracle Cloud Services under this Agreement.
- 1.12 "Your Applications" means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."
- 1.13 "Your Content" means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 10.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

## 2 RIGHTS GRANTED

- 2.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable worldwide limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.
- 2.2 You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.
- 2.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.
- 2.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.
- 2.5 As part of certain Cloud Services offerings, Oracle may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in Your order.

### 3 OWNERSHIP AND RESTRICTIONS

- 3.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement.
- 3.2 You may not, and may not cause or permit others to:
- a) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
  - b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
  - c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
  - d) perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs without the prior written consent of Oracle;
  - e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Software, Services Environments or Oracle materials to any third party, other than as expressly permitted under the terms of the applicable order.

### 4 SERVICE SPECIFICATIONS

- 4.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then in the event You exceed your ordered quantity, You shall promptly execute a contract modification to purchase the additional quantity to account for Your excess usage.
- 4.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.
- 4.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration, support and disaster recovery, from locations and/or through use of subcontractors, worldwide.

### 5 USE OF THE SERVICES

- 5.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the

Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. To the extent not prohibited by law, You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.

5.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

## 6. Inspection/Acceptance.

The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("o") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within the warranty period; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## 7. TRIAL USE AND PILOT CLOUD SERVICES

7.1 For certain Cloud Services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.

7.2 Oracle may make available “production pilots” for certain Cloud Services under this Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain professional services as a prerequisite to an order for a production pilot.

## 8. SERVICES PERIOD; END OF SERVICES

- 8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order.
- 8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.
- 8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if in Oracle’s reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle’s reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle’s initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.
- 8.4 If IMMIXGROUP breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then You may terminate the order under which the breach occurred. You may in your sole discretion extend the 30 day period for so long as IMMIXGROUP continues reasonable efforts to cure the breach. Any breaches of this Agreement shall be handled in accordance with the Contract Disputes Act.
- 8.5 You may terminate this Agreement at any time without cause by giving IMMIXGROUP 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed subsequent to termination of this Agreement.
- 8.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## 9. NONDISCLOSURE

- 9.1 By virtue of this Agreement, both parties, and Oracle, may have access to information that is confidential to one another (“Confidential Information”). Both parties, and Oracle, agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.
- 9.2 A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.



9.3 Subject to the Freedom of Information Act ("FOIA") (5 U.S.C. §552), both parties, and Oracle, agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. Both parties, and Oracle, each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Oracle will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 10 below. Nothing shall prevent any party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law. The parties acknowledge and agree that You and this Agreement are subject to FOIA. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

## 10. DATA PROTECTION

- 10.1 In performing the Services, Oracle will comply with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/html/Services-privacy-policy.html> and incorporated herein by reference. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.
- 10.2 Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes the parties' and Oracle's respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.
- 10.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct Oracle, in writing, to disclose or transfer, Your Content or Your Applications to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.
- 10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

## 11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 11.1 Oracle warrants that Oracle will perform Cloud Services in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).
- 11.2 ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.
- 11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO IMMIXGROUP, THE FEES FOR THE TERMINATED SERVICES THAT IMMIXGROUP PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION AND IMMIXGROUP WILL IN TURN REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PAID TO IMMIXGROUP FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
- 11.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 12. LIMITATION OF LIABILITY

NEITHER PARTY, NOR ORACLE, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE. ORACLE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

## 13. INDEMNIFICATION

- 13.1 Subject to the terms of this Section 13 (Indemnification) and to the extent not prohibited by law, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the

court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations provided that for the U.S. Government, the control of the defense and settlement is subject to 28 U.S.C. Section 516; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

13.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the right to access or license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. Oracle's right to end the order in accordance with this paragraph shall not apply if You authorize or consent to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to You or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. Section 1498, as set forth in 48 C.F.R. 27.201-1(a). If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to IMMIXGROUP, and IMMIXGROUP will in turn refund to You any unused, prepaid fees for such Services.

13.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

13.4 This Section 13 provides the parties' exclusive remedy for any infringement claims or damages.

#### 14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

14.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

14.2 Any Third Party Content made accessible by Oracle is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or

otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third Party Content.

- 14.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.
- 14.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

## 15. SERVICES TOOLS AND ANCILLARY SOFTWARE

- 15.1 Oracle may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.
- 15.2 Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications, (ii) Oracle will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of Oracle’s notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle) or the end of the Cloud Services associated with the Ancillary Programs. If Ancillary Software is licensed to You under separate third party license terms, then Your use of such software is subject solely to such separate terms.

## 16. SERVICE ANALYSES

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.



QUOTATION

Valid through 31-AUG-2017

Oracle Account Manager Antonio D Johnson

Start Date 22-Jul-2017

Email Address antonio.johnson@oracle.com

Partner Name immixTechnology, Inc.

Partner Contact Accounts Payable

Partner Address 8444 Westpark Drive  
Suite 200  
Mclean VA  
22102

Phone Number

Email Address

End User Name CITY OF JACKSON

End User Technical Contact Doris Course-White\*

End User Address Information Systems  
353 South Congress Street  
JACKSON MS  
39201

Phone Number

Email Address

All fees on this Ordering Document are in USD

Renew Subscription Term: 22-Jul-2017 to 21-Jul-2018

Cloud Services				Service Period: 12 months		
Data Center Region: NORTH AMERICA	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee
B84260 - Oracle Talent Acquisition for Midsize Cloud Service - Hosted Employee	2700	12 mo	97,200.00	15.0	2.55	82,620.00
			Subtotal			97,200.00
						82,620.00

Fee Description	Net Fee
Cloud Services Fees	82,620.00
<b>Total Fees</b>	<b>82,620.00</b>

This pricing example is provided for evaluation purposes. This quote is intended to further our discussions, it is not eligible for acceptance by you and is not a part of a binding contract between us for the products and/or services specified. User minimums and licensing rules may apply to the products specified. If you would like to purchase the products and/or services specified in this draft quotation, please ask Oracle to issue you a formal Quote (which may include an Oracle Master Agreement if you do not already have an agreement with Oracle) for your acceptance and execution and return to Oracle. Your order will be effective only upon Oracle's acceptance of the formal Quote (and the Oracle Master Agreement, if required).

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AUDIT AGREEMENT LETTER FROM TANN, RUSS & BROWN TO PROVIDE AUDITING SERVICES FOR FISCAL YEAR 2017.**

OFFICE OF THE CITY ATTORNEY  
H. L. ...  
9/20/17

**WHEREAS,** Tann, Brown & Russ Co., PLLC is a public accounting and consulting firm located at 1501 Lakeland Drive in Jackson, Mississippi. The firm's seventeen-person professional staff includes fourteen certified public accountants, and among the Firm's partners and staff members are CPAs who also hold professional certifications in forensic accounting, business valuation and governmental accounting and finance.

**WHEREAS,** Tann, Brown & Russ is a long-time member of the American Institute of CPA's (AICPA) Private Companies Practice Section, a voluntary self-regulatory organization of accounting firms whose purpose is to foster quality performance within the accounting profession in the area of accounting and auditing services provided to non-public companies.

**WHEREAS,** Periodic independent peer reviews of the firm's professional practice have consistently shown that it is in full compliance with the strict quality control standards set by the AICPA.

**WHEREAS,** Tann, Russ & Brown has agreed to audit the City of Jackson for FY2017 for an amount not exceed \$280,000.00.

**IT IS THEREFORE, ORDERED** that the Mayor be authorized to execute the Audit Agreement Letter for Tann, Russ & Brown to provide auditing services for Fiscal Year 2017.

Item #13  
September 26, 2017  
Hatcher, Lumumba

DATE: September 19, 2017

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

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
<b>1.</b>	<b>Brief Description/Purpose</b>	Execute Audit Agreement Letter for FY 2017	
<b>2.</b>	<b>Public Policy Initiative</b> 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	
<b>3.</b>	<b>Who will be affected</b>	All Citizens of Jackson	
<b>4.</b>	<b>Benefits</b>	Audit of the City	
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon approval by the City Council	
<b>6.</b>	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide	
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration	
<b>8.</b>	<b>COST</b>	\$280,000.00	
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001411106411	
<b>10.</b>	<b>EBO participation</b>	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>	

Department of Administration



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

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Charles B. Hatcher, Director  
Michelle Battee-Day, Deputy Director *MBD*  
Department of Administration

**DATE:** September 19, 2017

**RE:** **Audit for Fiscal Year 2017**

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In compliance with state law, the City must engage the services of an outside auditing firm to audit the City for Fiscal Year 2017. The Audit Engagement Letter with Banks, Finley, White & Co., expired with the completion of Fiscal Year 2016 Audit.

Tann, Brown & Russ Co., PLLC is a public accounting and consulting firm located at 1501 Lakeland Drive in Jackson, Mississippi. The firm is a long-time member of the American Institute of CPA's (AICPA) Private Companies Practice Section. It is in full compliance with the strict quality control standards set by the AICPA.

The audit fee to be paid to Tann, Brown & Russ Co., PLLC will be an amount not to exceed \$280,000.00.

We recommend that the Mayor be authorized to execute the Audit Agreement Letter for Tann, Brown & Russ Co., PLLC to provide auditing services for Fiscal Year 2017.



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
9/20/17


## OFFICE OF THE CITY ATTORNEY

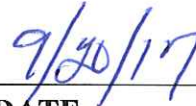
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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AUDIT AGREEMENT LETTER FROM TANN, RUSS & BROWN TO PROVIDE AUDITING SERVICES FOR FISCAL YEAR 2017** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *City Attorney*

**Roslyn Griffin**, *Deputy City Attorney* 



**DATE**

OFFICE OF THE CITY CLERK  
9/27/16

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (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

Item #14  
September 26, 2017  
Kumar, Lumumba

**WHEREAS,** The District at Eastover, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

**IT IS THEREFORE, ORDERED** that The District at Eastover is hereby *(approved)* a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

**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: Taylor, Coleman, Lumumba

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

8/14/2017

DATE

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	To erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.						
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A						
4.	<b>Benefits</b>	N/A						
5.	<b>Schedule (beginning date)</b>	N/A						
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	120 District Blvd (WARD 7)						
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division						
8.	<b>COST</b>	N/A						
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	N/A						
10.	<b>EBO participation</b>	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>

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director *EJ*  
Department of Planning & Development

**DATE:** August 14, 2017

**RE:** Sign Variance

---

The District at Eastover, located at 120 District Blvd, is requesting a variance to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft for monument signs.

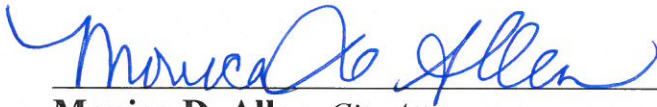


Office of the City Attorney

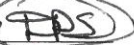
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

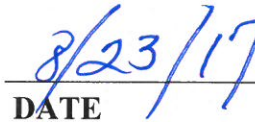
## OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **APPROVE** THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (WARD 7) is legally sufficient for placement in NOVUS Agenda.




Monica D. Allen, City Attorney

Dana Sims, Deputy City Attorney 



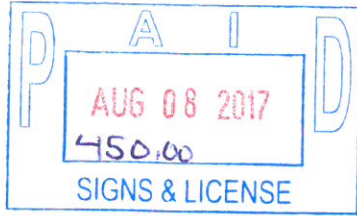
DATE

OFFICE OF THE CITY ATTORNEY  
  
8/24/17

RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION



CK 70160 ke

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: The District at Eastover  
I-55N + Eastover Drive  
Jackson, MS 39211

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

To obtain main ID signage identifying & directing customers to the new mixed-use city center that will be visible on I-55N and its frontage road.

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? \_\_\_\_\_ 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: The District Land Development Company, LLC <sup>Ted</sup> Duckworth

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Contact Phone: 601-914-0800 Fax: 601-949-7882

Email: ted@duckworthreality.com

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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.

TED J. DUCKWORTH

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

The District at Eastover  
308 E. Pearl St, Suite 300 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

Personally came and appeared before me, the within named:

TED J. DUCKWORTH

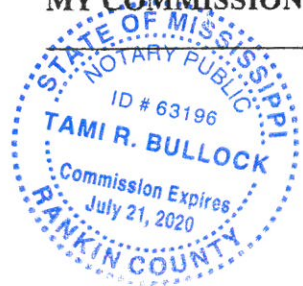
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3

Day of Aug, 2017.

MY COMMISSION EXPIRES:

Tami Bullock  
NOTARY PUBLIC





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AUG 09 2017

SIGNS/LICENSE DIVISION



August 3, 2017

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for New Development at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Throughout the process the developers have been very careful to implement practices that are attractive and useful for the development and community. Along with that thought, they have envisioned a new sign that will be the signature for the development, and attracting clients and residents to the area. The new sign will face I-55 North and be visible from both Frontage Road and I-55. There will be no other freestanding tenant signage for the development.

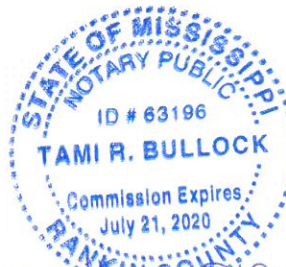
Signage is an important part of a business' vitality. We feel that allowing The District to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of this request.

Sincerely,

Ted J. Duckworth

TJD/gd



Witness this signature 8<sup>th</sup> of Aug, 2017.  
Tami Bullock

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AUG 10 2017

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. Includes handwritten entries for Mitchell Signs, The District @ Eastover, and various measurements.

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.

Kim Watts - project mgr 8/8/2017
Applicant's Signature Date

Sign and License Division Manager



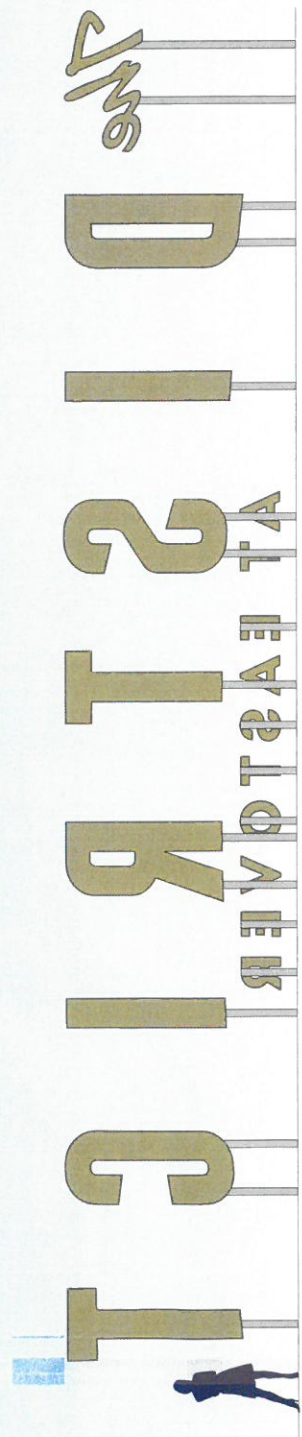
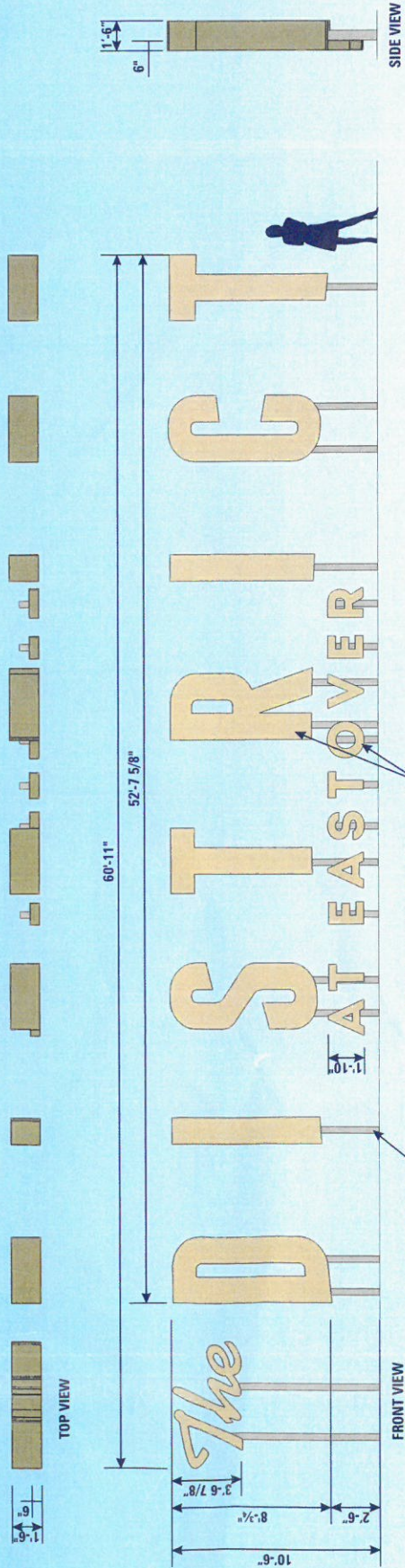
RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

SCALE  
3/16" = 1'-0"



MANUFACTURE & INSTALL (1-QTY) INDIVIDUAL MOUNTED, NON-ILLUMINATED, OVERSIZED CHANNEL LETTERS, LETTERS ARE 18" DEEP.  
 SUPPORTS TO BE PAINTED BRUSHED ALUMINUM.  
 LETTERS TO BE PAINTED PMS 7502 ON THE FACES AND PMS 7503 ON THE RETURNS & BACKS.



**CUSTOMER:** The District @ Eastover  
**ADDRESS:** Eastover Drive  
**FILE:** 2907198\_The\_District\_AT\_Eastover\_letters\_mtl.cdp

**JOB NAME:** CHANNEL LETTERS  
**CITY/STATE:** Jackson, MS  
**SALES:** POLLY TALLEY

**DATE:** 05-01-17  
**REV:** 07-14-17  
**W.O. #:** 00000

**APPROVALS:**

**MITCHELL SIGNS**  
 2017 BY MITCHELL SIGNS  
<http://www.mitchellsigns.com>



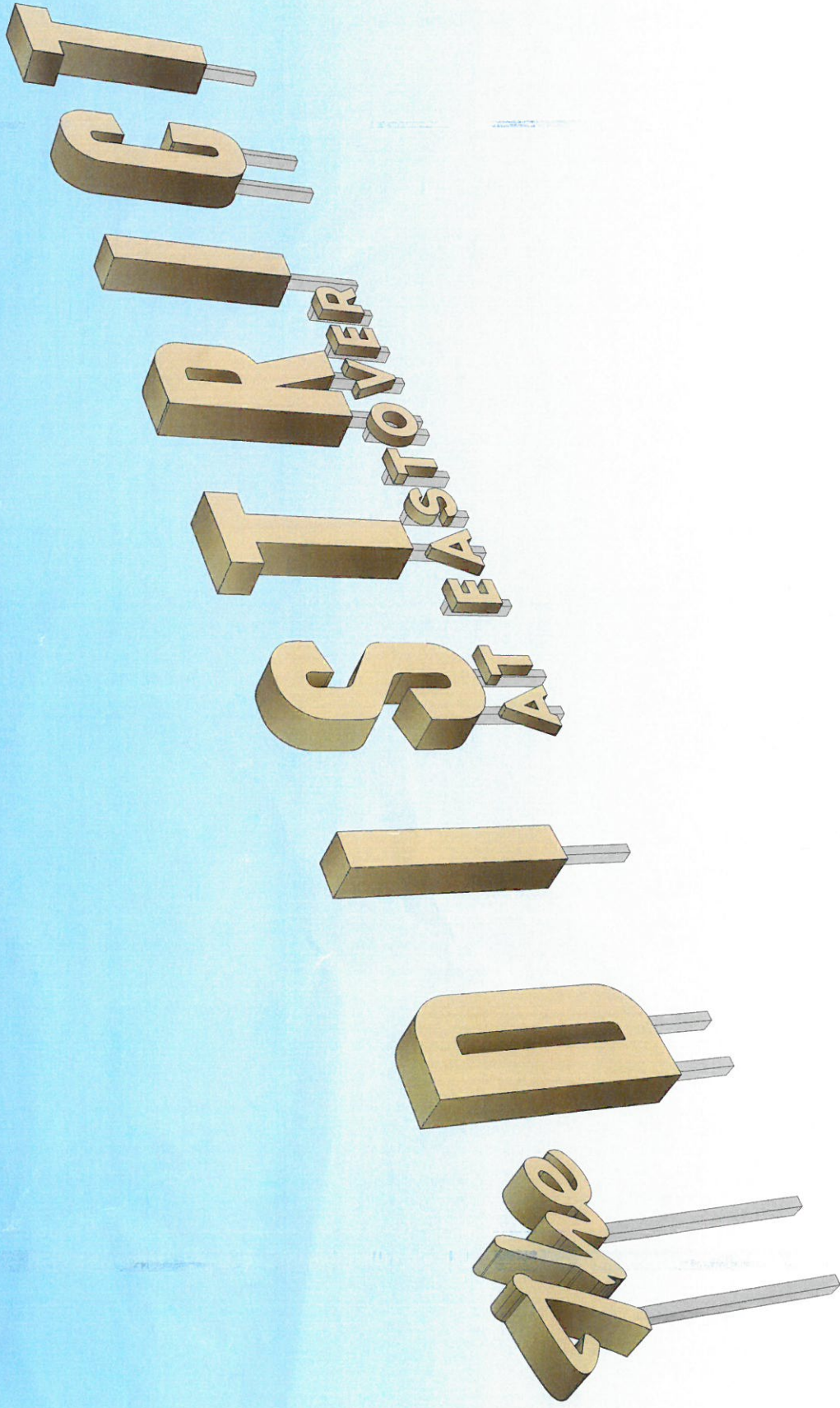
RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



CUSTOMER: The District @ Eastover  
 ADDRESS: Eastover Drive  
 FILE: 2941185\_THE\_DISTRICT\_AT\_EASTOVER\_(final)\_ltn.dwg

JOB NAME: CHANNEL LETTERS  
 CITY/STATE: JACKSON, MS  
 SALES: POLLY TALLEY

DATE: 08-01-17  
 REV: 07-14-17

W.O. #: 00000

This work is provided as a sample of our work. It is not to be used without the express written permission of Mitchell Signs.

Mitchell Signs, Inc. is a registered provider of continuing education for the International Sign Association (ISA).



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**MITCHELL SIGNS**  
 2017 BY MITCHELL SIGNS  
<http://www.mitchellsigns.com>







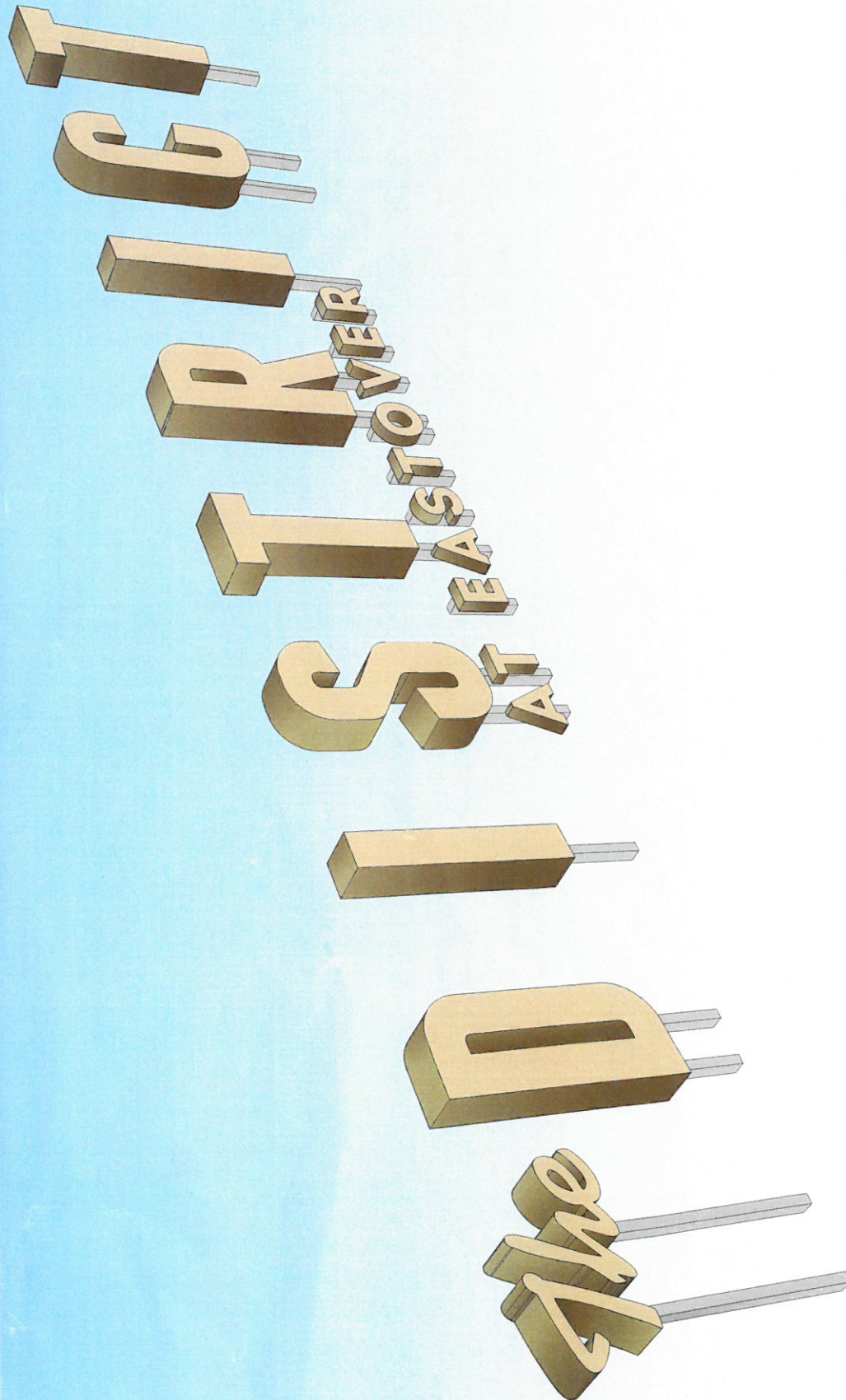
RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



CUSTOMER: The District @ Eastover  
 ADDRESS: Eastover Drive  
 FILE: 29417BF\_THE\_DISTRICT\_AT\_EASTOVER\_(chrl\_189).csh  
 APPROVALS:

JOB NAME: CHANNEL LETTERS  
 CITY/STATE: JACKSON, MS  
 SALES: POLLY TALLEY

DATE: 08-01-17  
 REV: 07.14.17  
 W.G. #: 0000

This order is a 3D rendering of a sign. The actual sign may vary slightly from the rendering. Please allow 4-6 weeks for production and delivery. The customer is responsible for obtaining all necessary permits and approvals. The customer is responsible for providing a suitable location for the sign. The customer is responsible for providing a suitable location for the sign. The customer is responsible for providing a suitable location for the sign.

UL LISTED  
 LSCC  
 ICA  
 MICHHELL SIGNS  
 www.mitchellcompanies.com

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AUG 08 2017

SIGNS/LICENSE DIVISION

Legal Description

The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.





# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

LINE TABLE		CURVE TABLE	
LINE	BEARING	CURVE	BEARING
L1	45.52° N89.784252° W	C1	24.50° 9.05° 8.00° N89.731747° W
L2	202.97° N00.442252° W	C2	59.50° 53.21° 51.46° N89.714207° W
L3	229.90° N89.731747° W	C3	84.49° 58.77° 28.77° N89.742147° W
L4	233.25° S00.442252° W	C4	157.53° 58.59° 85.58° S13.712121° W
L5	175.00° N89.731747° W	C5	14.00° 22.38° 28.77° N89.742147° W
L6	25.87° N87.504242° W	C6	107.50° 61.47° 60.63° N74.215242° W
L7	24.49° S07.584242° W	C7	24.50° 4.91° 10.00° N89.742147° W
L8	25.03° N02.002252° W	C8	142.93° 57.30° 57.30° N02.044242° W
L9	7.39° S07.584242° W	C9	56.49° 58.57° 35.52° S5.52° N84.252242° W
L10	24.74° N89.731747° W	C10	133.00° 75.76° 74.74° S74.212147° W
L11	17.00° S00.442252° W	C11	76.07° 50.52° 48.41° S74.242147° W
L12	19.58° N89.731747° W	C12	24.50° 3.52° 51.54° N89.731747° W
L13	54.00° S00.442252° W	C13	142.93° 110.28° 110.28° N02.044242° W
L14	24.74° N89.731747° W	C14	24.50° 3.52° 51.54° N89.731747° W
L15	87.50° N89.731747° W	C15	142.93° 99.38° 99.38° N02.044242° W
L16	102.50° S00.442252° W	C16	74.50° 26.52° 26.47° S42.502252° W
L17	19.00° S00.442252° W	C17	168.00° 85.50° 84.02° N89.731747° W
L18	108.14° S89.133242° W	C18	74.584242° 185.14° 195.13° N89.372147° W
L19	25.88° N00.002252° W	C19	3.428424° 53.50° 53.90° N00.002252° W
L20	15.50° N89.372147° W	C20	221.50° 88.88° 88.06° N13.502147° W
L21	17.13° N89.731747° W	C21	221.50° 50.60° 30.57° N89.731747° W
L22	15.75° N89.372147° W	C22	87.382424° 112.91° 112.91° N89.372147° W
L23	50.00° N15.244242° W	C23	220.50° 44.88° 44.82° N15.244242° W
L24	17.30° S07.584242° W	C24	19.382424° 403.68° 403.60° N89.027584° W
L25	28.62° N16.212147° W	C25	97.582424° 85.94° 85.94° N07.582147° W
L26	8.90° N89.731747° W	C26	14.00° 17.57° 17.58° N89.742147° W
L27	102.50° N00.442252° W	C27	24.50° 8.94° 8.99° S41.512147° W
L28	133.82° S89.133242° W	C28	157.53° 58.57° 28.77° N89.742147° W
L29	438.52° S00.442252° W	C29	157.53° 58.57° 28.77° N89.742147° W
L30	69.11° N14.452147° W	C30	188.00° 106.44° 105.52° N14.452147° W
L31	83.86° N03.353242° W	C31	212.50° 120.25° 118.85° N10.303242° W
L32	105.00° N89.731747° W	C32	57.00° 86.52° 78.74° N89.731747° W
L33	110.50° S00.442252° W	C33	33.00° 50.32° 45.58° S13.332147° W
L34	105.00° S89.133242° W	C34	142.93° 26.08° 26.07° N13.142147° W
L35	110.50° S00.442252° W		
L36	12.73° N44.152147° W		
L37	25.63° N89.731747° W		
L38	12.73° N44.152147° W		
L39	89.71° N00.442252° W		
L40	105.00° S89.133242° W		
L41	15.71° N89.731747° W		
L42	12.73° N44.152147° W		
L43	25.89° N00.442252° W		
L44	12.73° N44.152147° W		
L45	38.04° N00.442252° W		
L46	133.50° S00.442252° W		
L47	109.00° S89.133242° W		
L48	133.50° S00.442252° W		
L49	163.50° S89.133242° W		
L50	33.00° N00.442252° W		
L51	51.63° N15.244242° W		
L52	65.14° N03.353242° W		
L53	77.77° N15.244242° W		
L54	7.88° S08.742252° W		
L55	109.33° S08.742252° W		
L56	100.89° S00.442252° W		
L57	93.00° N89.731747° W		
L58	20.00° N00.442252° W		
L59	222.00° N89.731747° W		
L60	43.00° N89.731747° W		
L61	33.50° N89.731747° W		
L62	22.72° S00.442252° W		
L63	20.38° S89.432242° W		
L64	56.50° N14.452147° W		
L65	90.50° N00.442252° W		
L66	44.50° N00.442252° W		
L67	5.00° N89.731747° W		
L68	37.00° N00.442252° W		
L69	227.00° N89.731747° W		
L70	226.33° N00.442252° W		
L71	222.00° N89.731747° W		
L72	226.33° S00.442252° W		
L73	125.00° S00.442252° W		
L74	1288.06° N00.442252° W		
L75	49.10° N15.244242° W		
L76	1588.74° N00.442252° W		
L77	151.62° N10.001818° W		
L78	54.38° S12.452147° W		
L79	188.98° S00.442252° W		
L80	188.98° S00.442252° W		
L81	58.43° S13.452147° W		
L82	819.34° S08.742252° W		
L83	381.46° S20.072147° W		
L84	327.24° S20.072147° W		
L85	819.34° S08.742252° W		
L86	175.35° S00.211317° W		
L87	17.00° S00.442252° W		
L88	19.26° N89.731747° W		

THIS IS A CLASS "A" SURVEY ACCORDING TO STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-10(1) MISSISSIPPI CODE OF 1972 AND AMENDMENTS.

ALL BEARINGS ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM WITH THE NORTH A CORNER POINT OF THE COORDINATE SYSTEM AS DEVELOPED NEAR THE APPROXIMATE CENTER OF THE COUNTY LOCATED TO THE SOUTHERN END OF INTERSTATE HIGHWAY 55. NO ADJUSTMENT HAS BEEN MADE TO CORRECT FOR DISTORTION TO ONE VALUE. ALL DISTANCES ARE MEASURED AT GROUND LEVEL.

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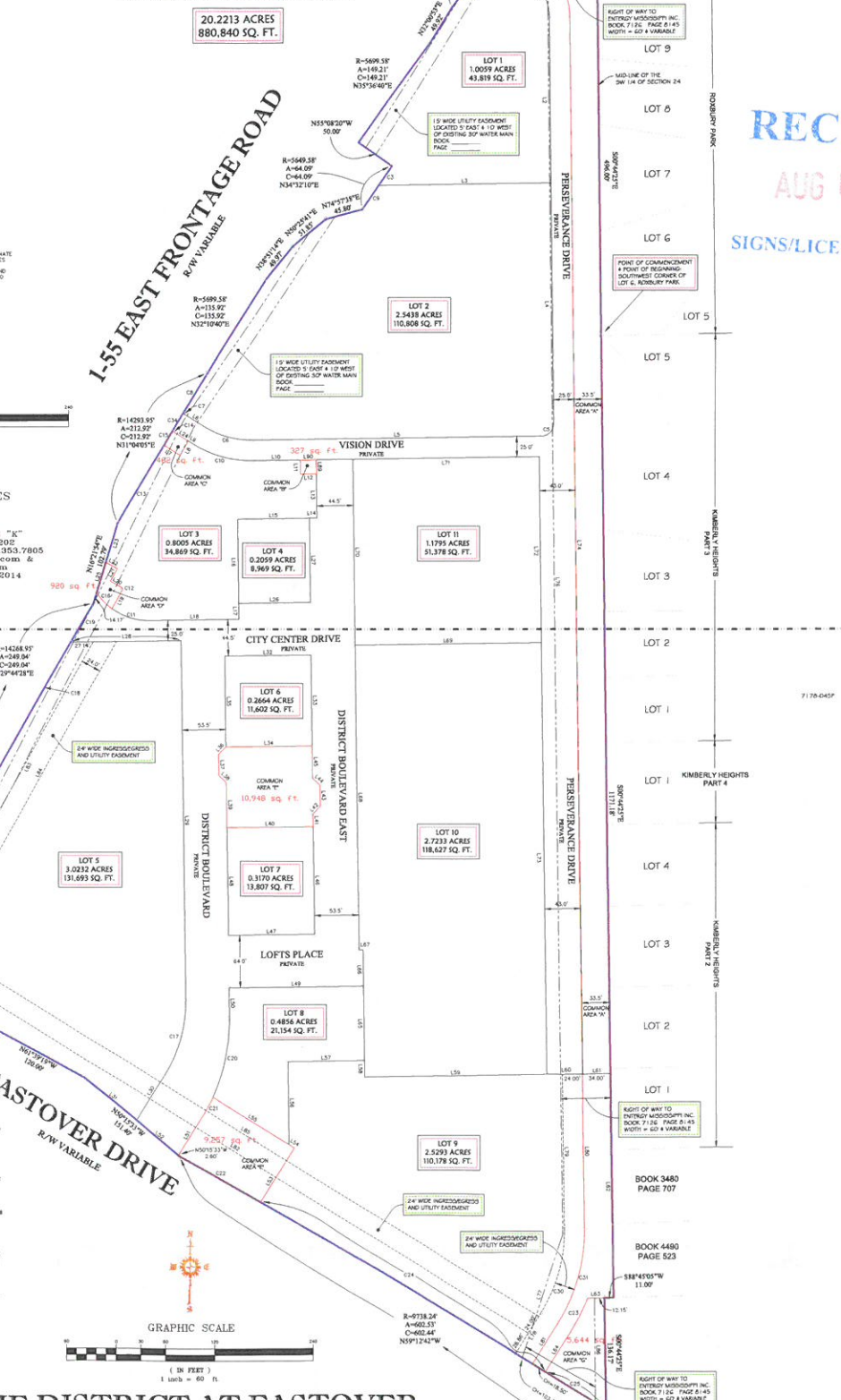
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**General Notes:**

- The City of Jackson shall have an easement across the property shown herein for purposes of making water.
- The maintenance, repair and replacement of all sewer, storm water and drainage structures, and detention facilities shall be the responsibility of the owners and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.
- All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, its owners association and the owners of lots within the subdivision. The assignment of any streets, drives, parking areas and/or easements on this Plat shall not create or imply that the public at large acquires any easement of use or right of enjoyment with respect thereto.
- The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, under, use and across the lots designated as Common Area A - G, inclusive.
- The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, under, use and across the lots designated as Common Area A - G, inclusive.
- Private drives with a width in excess of 25 feet include certain adjacent parking areas between the drive lane and adjacent lot.

SURVEYED & MAPPED BY  
**ROBERT B. BARNES**  
CIVIL ENGINEER  
LAND SURVEYOR  
2 OLD RIVER PLACE, SUITE "K"  
JACKSON, MISSISSIPPI 39202  
PHONE: 601.353.7878 FAX: 601.353.7805  
EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
PLAT DATE: DECEMBER 1, 2014

# THE DISTRICT AT EASTOVER

RECEIVED  
AUG 08 2017  
SIGNS/LICENSE DIVISION



3/24/12

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (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

#15

**WHEREAS,** The District at Eastover, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

**IT IS THEREFORE, ORDERED** that The District at Eastover is hereby *(denied)* a variance from the Sign Ordinance regulations to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs, 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: Taylor, Coleman, Lumumba



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

8/14/2017

DATE

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	To erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.								
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A								
4.	<b>Benefits</b>	N/A								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	120 District Blvd (WARD 7)								
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division								
8.	<b>COST</b>	N/A								
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A								
10.	<b>EBO participation</b>	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>


Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director   
Department of Planning & Development

**DATE:** August 14, 2017

**RE:** Sign Variance

---

The District at Eastover, located at 120 District Blvd, is requesting a variance to erect a 639 sq. ft. ground sign at 10 ft. in height within a Community Mixed Use zone which allows a total of 15 sq. ft. for monument signs.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

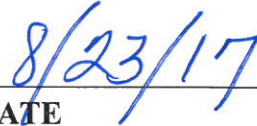
OFFICE OF THE CITY ATTORNEY  
8/24/17  
PS

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **DENY** THE SIGN VARIANCE REQUEST FOR THE DISTRICT AT EASTOVER TO ERECT A 639 SQ. FT. GROUND SIGN AT 10 FT. IN HEIGHT WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Dana Sims, Deputy City Attorney 

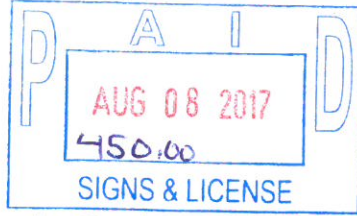


DATE

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SIGNS/LICENSE DIVISION



FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: The District at Eastover  
I-55N + Eastover Drive  
Jackson, MS 39211

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

To obtain main ID signage identifying & directing customers to the new mixed-use city center that will be visible on I-55N and its frontage road.

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? \_\_\_\_\_ 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: The District Land Development Company, LLC <sup>Ted</sup> Duckworth  
 Mailing Address: 308 East Pearl Street, Suite 200  
 City: Jackson State: MS Zip: 39201  
 Contact Phone: 601-914-0800 Fax: 601-949-7882  
 Email: ted@duckworthrealty.com



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SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY: Same as above

Name: Mitchell Signs - Polly Talley, sales

Mailing Address: 3200 Highway 45 N

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Fax: 601-482-7474

Email: polly.talley@mitchellcompanies.com

VIII. CURRENT PROPERTY OWNER(S): Same as above

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthrealty.com

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

X Variance(s) \$450.00

Kim Watts - project manager  
8/4/17

Bailey Price  
8/4/17



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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.

TED J. DUCKWORTH

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

The District at Eastover  
308 E. Pearl St, Suite 300 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

Personally came and appeared before me, the within named:

TED J. DUCKWORTH

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3

Day of Aug, 2017.

MY COMMISSION EXPIRES:

Tami R. Bullock  
NOTARY PUBLIC



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SIGNS/LICENSE DIVISION



August 3, 2017

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for New Development at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Throughout the process the developers have been very careful to implement practices that are attractive and useful for the development and community. Along with that thought, they have envisioned a new sign that will be the signature for the development, and attracting clients and residents to the area. The new sign will face I-55 North and be visible from both Frontage Road and I-55. There will be no other freestanding tenant signage for the development.

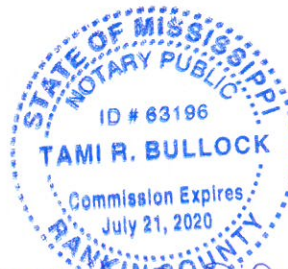
Signage is an important part of a business' vitality. We feel that allowing The District to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of this request.

Sincerely,

Ted J. Duckworth

TJD/gd



Witness this signature 8<sup>th</sup> 01 Aug, 2017.



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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:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Mitchell Signs</u>		Business Name <u>The District @ Eastover</u>	
Address <u>3200 Hwy 45 N</u>		Business Address <u>1-55 N &amp; Eastover Drive</u>	
City <u>Mendican</u> State <u>MS</u> Zip <u>39301</u>		Owner's Name <u>The District Land Development Co, LLC</u>	
Phone <u>601-482-7471</u>		Phone <u>601-914-0800</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>BL20160001125</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b> <u>N/A</u>	
Overall Height <u>10'6"</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>10'6"</u>	Length _____	UL# _____	
Length <u>60'11"</u>	Square Footage _____	Sign Material Type: _____	
Square Footage <u>639.62</u>	Wall Area _____		
Wind Pressure <u>110 mph</u>			
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> <u>CMU</u>	
<u>The District at Eastover (Non-Lit)</u>		Date Inspected: _____	
_____		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.

Kim Watts - project mgr 8/8/2017  
Applicant's Signature Date

\_\_\_\_\_  
Sign and License Division Manager



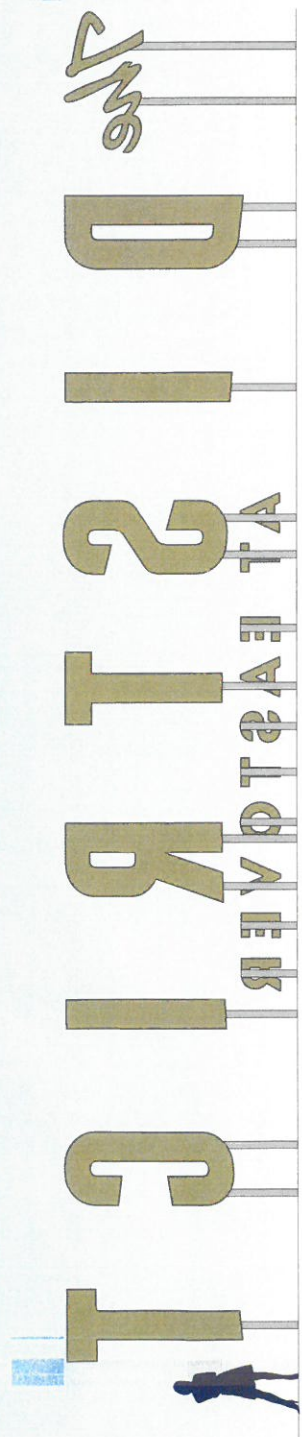
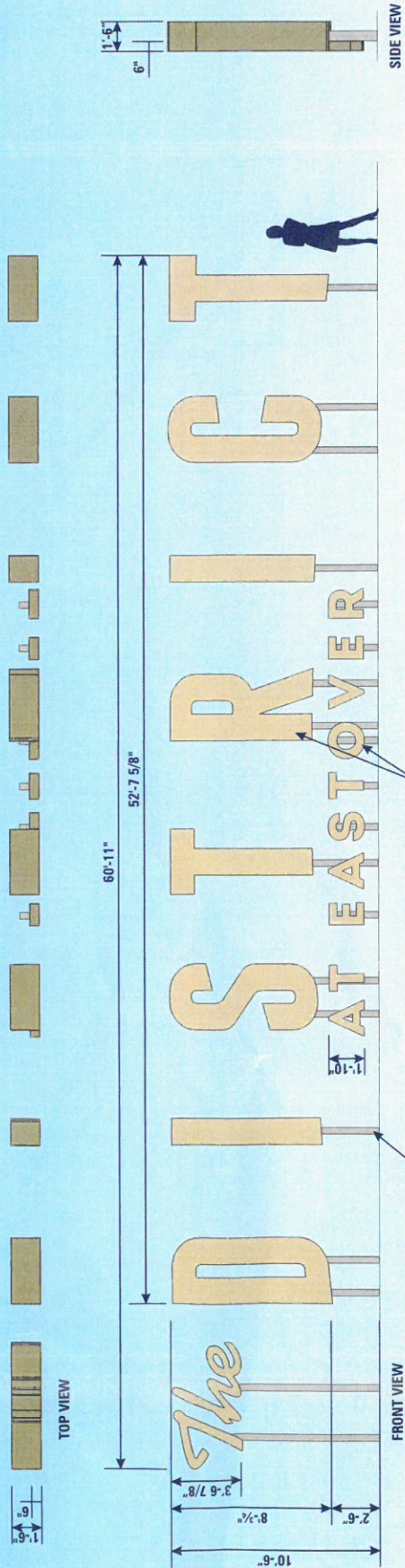
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SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

SCALE 3/16" = 1'-0"



MANUFACTURE & INSTALL (1-QTY) INDIVIDUAL MOUNTED, NON-ILLUMINATED, OVERSIZED CHANNEL LETTERS, LETTERS ARE 18" DEEP.  
 SUPPORTS TO BE PAINTED BRUSHED ALUMINUM.  
 LETTERS TO BE PAINTED PMS 7502 ON THE FACES AND PMS 7503 ON THE RETURNS & BACKS.



**CUSTOMER:** The District @ Eastover  
**ADDRESS:** Eastover Drive  
**FILE:** 2017108\_THE\_DISTRICT\_AT\_EASTOVER\_(chm\_3m).csp

**JOB NAME:** CHANNEL LETTERS  
**CITY/STATE:** JACKSON, MS  
**SALES:** POLLY TALLEY | **W.O. #:** 00000

**DATE:** 08/01/17  
**REP:** 07/14/17

**APPROVALS:**

**MITCHELL SIGNS**  
 1000 W. GARDNER BLVD. SUITE 100  
 JACKSON, MISSISSIPPI 39201  
 PHONE: 601.955.1111 FAX: 601.955.1117  
 WWW.MITCHELLSIGNS.COM



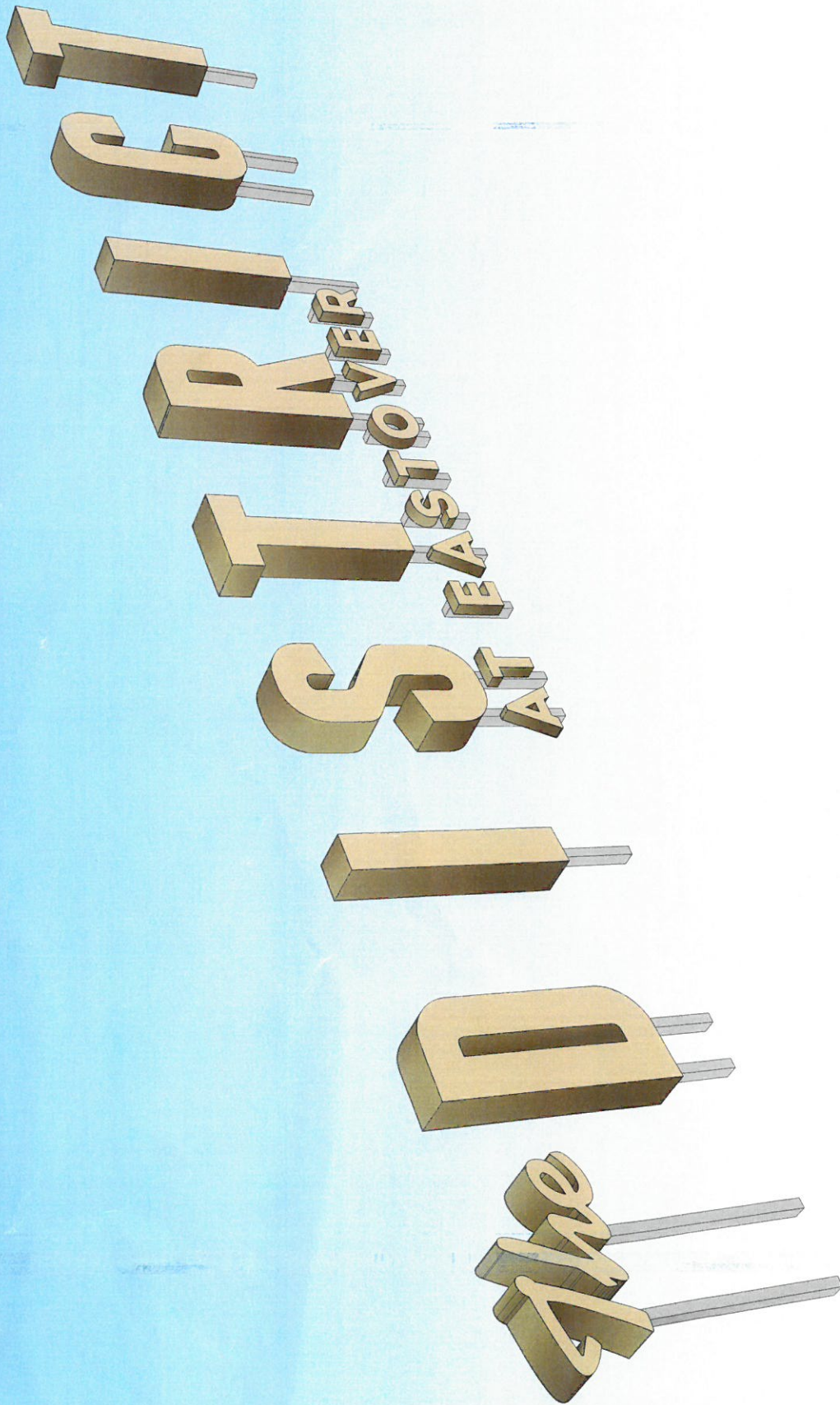
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AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



CUSTOMER: The District of Columbia  
 ADDRESS: Eastover Drive  
 FILE: 2017105\_THE\_DISTRICT\_OF\_COLUMBIA\_081717.cdr

JOB NAME: CHANNEL LETTERS  
 CITY/STATE: JACKSON, MS  
 SALES: POLY/TALLEY

DATE: 08/01/17  
 REV: 07/14/17

W.O. #: 00000

APPROVALS:

We warrant that the product is as represented in the sample of color, finish or material shown on the drawing. Please consult your sales representative for further details.

Mitchell Signs, Inc. is a registered trademark of Mitchell Signs, Inc. All rights reserved. Mitchell Signs, Inc. is a registered trademark of Mitchell Signs, Inc. All rights reserved.

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**MITCHELL SIGNS**  
 2017 BY MITCHELL SIGNS  
 WWW.MITCHELLSIGNS.COM









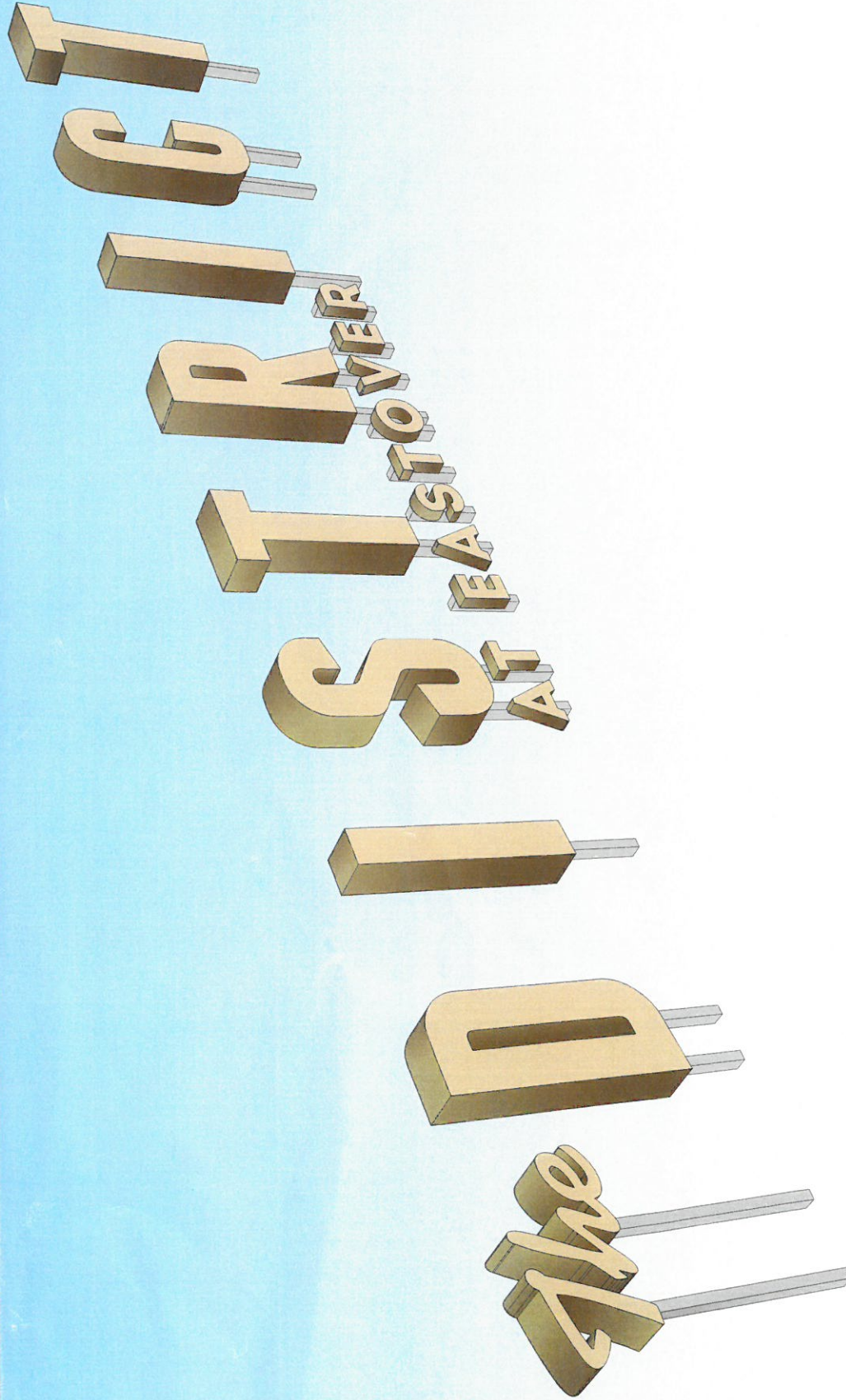
RECEIVED

AUG 08 2017

SIGNS/LICENSE DIVISION

NON-ILLUMINATED CHANNEL LETTERS

NOT TO SCALE



DATE: 05/01/17  
REV: 01/14/17

JOB NAME: CHANNEL LETTERS  
CITY/STATE: JACKSON, MS  
SALES: POLY TALLEY | W.O. #: 00000

CUSTOMER: The District @ Estover  
ADDRESS: Estover Drive  
FILE: 241708\_THE\_DISTRICT\_AT\_ESTOVER\_(chd\_170).dcb  
APPROVALS:

Mitchell Signs, Inc. is a primary contractor for the design and construction of signs and graphics. This color sketch is provided as an example of the final product. Please advise if any changes are needed. © 2017 MITCHELL SIGNS, INC.



Mitchell Signs, Inc. is a primary contractor for the design and construction of signs and graphics. This color sketch is provided as an example of the final product. Please advise if any changes are needed. © 2017 MITCHELL SIGNS, INC. <http://www.mitchellsigns.com>



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AUG 08 2017

SIGNS/LICENSE DIVISION

Legal Description

The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.



# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

LINE TABLE		CURVE TABLE	
LINE	LENGTH	CURVE	RADIUS
L1	45.52	C1	24.50
L2	202.97	C2	59.50
L3	209.95	C3	164.51
L4	283.25	C4	370.58
L5	30.00	C5	14.00
L6	23.87	C6	107.50
L7	33.49	C7	24.50
L8	33.03	C8	429.95
L9	7.30	C9	5649.58
L10	28.74	C10	332.00
L11	17.90	C11	76.07
L12	19.26	C12	3.00
L13	54.00	C13	4429.23
L14	1.00	C14	24.50
L15	87.50	C15	14293.93
L16	102.00	C16	74.50
L17	15.50	C17	168.00
L18	108.14	C18	4268.95
L19	25.88	C19	4498.98
L20	15.50	C20	221.50
L21	17.33	C21	221.50
L22	15.75	C22	8738.24
L23	50.00	C23	230.50
L24	17.30	C24	8738.24
L25	38.82	C25	8738.24
L26	87.50	C26	184.00
L27	102.00	C27	24.50
L28	133.82	C28	8738.24
L29	438.52	C29	5703.58
L30	102.00	C30	188.00
L31	87.50	C31	212.00
L32	110.50	C32	33.00
L33	110.50	C33	33.00
L34	105.00	C34	4293.93
L35	110.50	C35	12.73
L36	12.73	C36	12.73
L37	25.83	C37	145.44
L38	12.73	C38	145.44
L39	110.50	C39	110.50
L40	105.00	C40	105.00
L41	17.30	C41	17.30
L42	25.39	C42	17.30
L43	25.39	C43	17.30
L44	12.73	C44	12.73
L45	38.04	C45	38.04
L46	133.50	C46	133.50
L47	105.00	C47	105.00
L48	133.50	C48	133.50
L49	163.50	C49	163.50
L50	33.02	C50	33.02
L51	51.63	C51	51.63
L52	66.14	C52	66.14
L53	77.77	C53	77.77
L54	7.68	C54	7.68
L55	109.33	C55	109.33
L56	100.89	C56	100.89
L57	21.00	C57	21.00
L58	20.00	C58	20.00
L59	222.00	C59	222.00
L60	43.00	C60	43.00
L61	33.50	C61	33.50
L62	27.77	C62	27.77
L63	20.38	C63	20.38
L64	48.50	C64	48.50
L65	90.50	C65	90.50
L66	44.50	C66	44.50
L67	5.00	C67	5.00
L68	371.50	C68	371.50
L69	227.00	C69	227.00
L70	226.33	C70	226.33
L71	227.00	C71	227.00
L72	278.37	C72	278.37
L73	529.00	C73	529.00
L74	1788.06	C74	1788.06
L75	45.70	C75	45.70
L76	1588.74	C76	1588.74
L77	157.82	C77	157.82
L78	58.38	C78	58.38
L79	188.98	C79	188.98
L80	188.98	C80	188.98
L81	58.43	C81	58.43
L82	819.34	C82	819.34
L83	381.48	C83	381.48
L84	282.24	C84	282.24
L85	819.34	C85	819.34
L86	173.85	C86	173.85
L87	17.00	C87	17.00
L88	19.26	C88	19.26

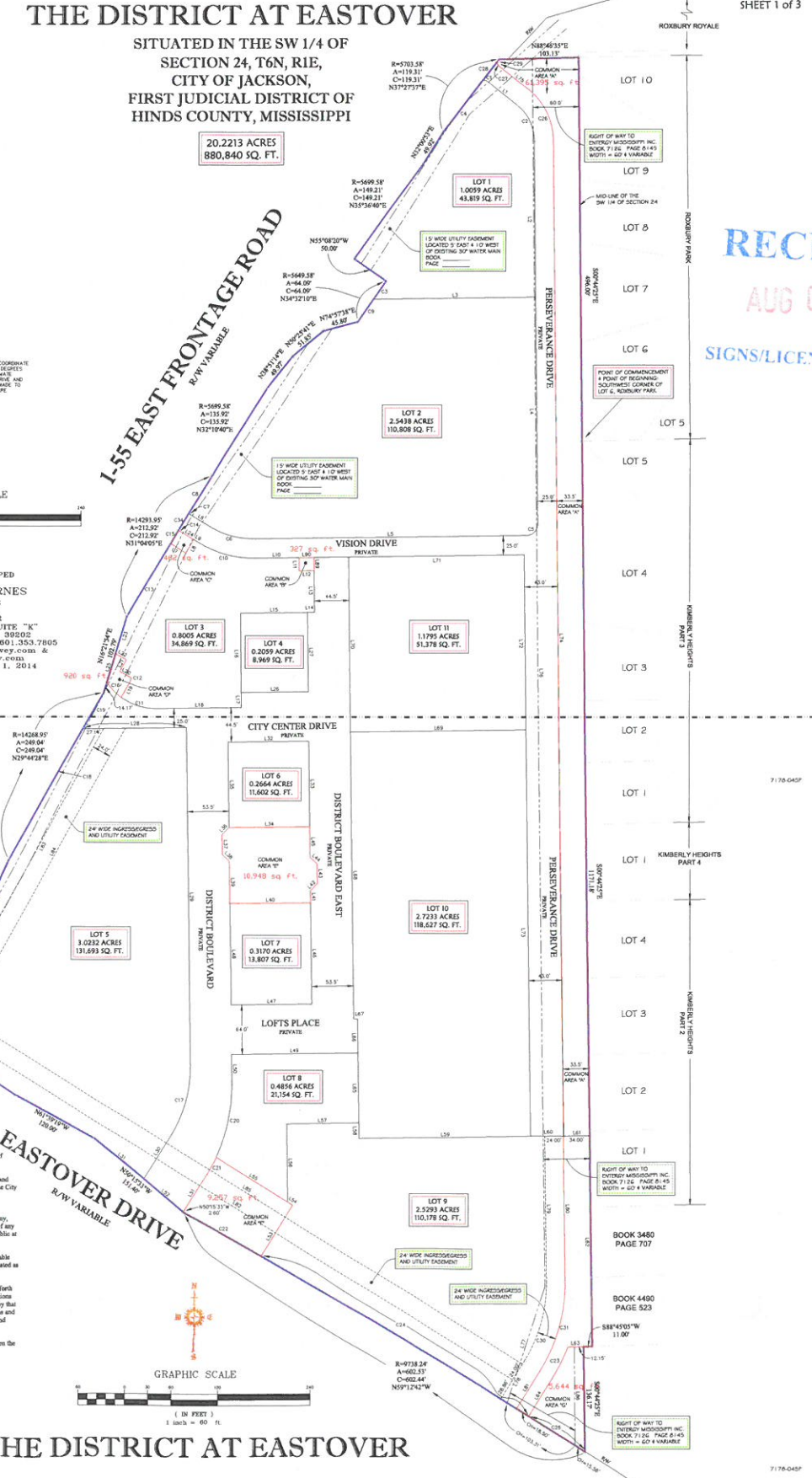
THIS IS A CLASS "A" SURVEY ACCORDING TO "STANDARDS AND PRACTICES FOR SURVEYING IN THE STATE OF MISSISSIPPI" ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-1001, MISSISSIPPI CODE OF 1972 AND AMENDMENTS.

ALL BEARINGS ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM WITH THE NAD83. A COMPARISON OF 10 CORNERS TO THE NAD83 COORDINATE SYSTEM HAS BEEN MADE. THE ADJUSTMENT OF THE COORDINATES OF THESE CORNERS TO THE NAD83 COORDINATE SYSTEM HAS BEEN MADE. THE ADJUSTMENT HAS BEEN MADE TO CORRECT AND OBTAIN THE TRUE VALUES. ALL DISTANCES ARE MEASURED AT GROUND LEVEL.

ALL BEARINGS ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM WITH THE NAD83. A COMPARISON OF 10 CORNERS TO THE NAD83 COORDINATE SYSTEM HAS BEEN MADE. THE ADJUSTMENT OF THE COORDINATES OF THESE CORNERS TO THE NAD83 COORDINATE SYSTEM HAS BEEN MADE. THE ADJUSTMENT HAS BEEN MADE TO CORRECT AND OBTAIN THE TRUE VALUES. ALL DISTANCES ARE MEASURED AT GROUND LEVEL.

- General Notes:
- The City of Jackson shall have an easement across the property shown herein for purposes of reading water meters.
  - The maintenance, repair and replacement of all sewer, storm water and drainage structures, and detention facilities shall be the responsibility of the owner and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.
  - All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, its owners and associates and the common areas within the subdivision. The assignment of any streets, drives, parking areas and/or easements on this Plat shall not mean or imply that the public at large requires any easement of use or right of enjoyment with respect thereto.
  - The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, under, into and across the lots designated as Common Area A - G, inclusive.
  - The District Land Development Company, LLC reserves the easements and other rights set forth in that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover filed September 11, 2013 in Book 7150, Page 4810, as amended by that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover filed May 26, 2014 in Book 7163, Page 274 of the land records in the Chancery Clerk of Hinds County, Mississippi.
  - Private drives with a width in excess of 25 feet include certain adjacent parking areas between the drive lanes and adjacent lots.

SURVEYED & MAPPED BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 &  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "K"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014



# THE DISTRICT AT EASTOVER

RECEIVED  
 AUG 08 2017  
 SIGNS/LICENSE DIVISION



OFFICE OF THE CITY ATTORNEY  
JCS  
9/29/17

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. 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

#16



**WHEREAS**, Orange Theory Fitness, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.

**IT IS THEREFORE, ORDERED** that Orange Theory Fitness is hereby *(approved)* a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.

**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: Taylor, Coleman, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/17/2017

DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	To erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.	
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A	
4.	<b>Benefits</b>	N/A	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	120 District Blvd (WARD 7)	
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	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>


Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director   
Department of Planning & Development

**DATE:** August 17, 2017

**RE:** Sign Variance

---

Orange Theory Fitness, located at 120 District Blvd, is requesting a variance to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft for building signage.

Office of the City Attorney

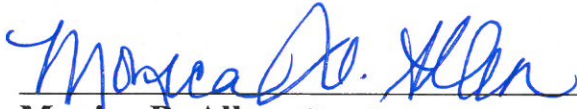
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY


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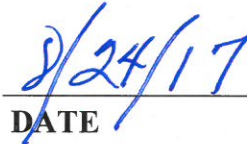
This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **APPROVE** THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USED ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE (WARD 7)

is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Dana Sims, Deputy City Attorney 



DATE

OFFICE OF THE CITY ATTORNEY  
8/24/17



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AUG 16 2017

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

## CITY OF JACKSON, MS

### Application for Sign Variance

I. Subject Property Address: 120 District Blvd., Suite D-106

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

to allow for larger sign to fit space and needs for  
visibility by customers

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? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CMU

If yes, please attach copies of agency findings and decisions.

#### VI. APPLICANT'S INFORMATION:

Name: Orange Theory Fitness / Dale Kilpatrick

Mailing Address: 120 District Blvd

City: Jackson State: MS Zip: 39211

Contact Phone: 850-266-3456 Fax: \_\_\_\_\_

Email: dale.kilpatrick@yahoo.com

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SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: Mitchell Signs / Polly Talley

Mailing Address: 3200 Hwy 45 North

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Fax: 601-482-7474

Email: polly.talley@mitchellcompanies.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthrealty.com

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

X Variance(s) \$450.00

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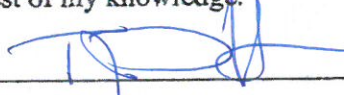
AUG 16 2017

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

the District at Eastover  
308 E. Pearl St., Suite 200 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. DUCKWORTH


Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14

Day of Aug, 2017.

MY COMMISSION EXPIRES:



  
NOTARY PUBLIC





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AUG 16 2017

SIGNS/LICENSE DIVISION

EPOC Fitness Venture II, LLC  
Orangetheory® Fitness  
120 District Blvd, Suite 105  
Jackson, MS. 39211

August 7, 2017

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for Orangetheory Fitness at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Orangetheory Fitness is in the process of opening a new location within the development. The new location will face I-55 North, and signage will be vital to reaching our target market. However, due to the current zoning of this particular development, the size of signage for our tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business vitality. We feel that allowing Orangetheory Fitness to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to our customers. Thank you for consideration of our request.

Respectfully,

EPOC FITNESS VENTURE II, LLC

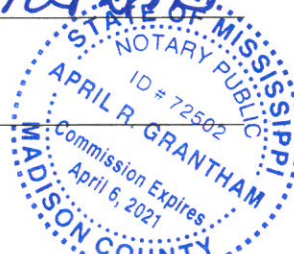
Dale F. Kilpatrick,  
Its: Administrative Member

STATE OF MISSISSIPPI §  
§  
COUNTY OF MADISON §

I, the undersigned, a Notary Public, in and for said county and state, hereby certify that, Dale F. Kilpatrick, whose name as Authorized Member of EPOC FITNESS VENTURE II, LLC, a Mississippi limited liability company, has signed the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily, and as an act of said limited liability company.

Given under my hand and official seal, this the 9th day of August, 2017.

Notary Public  
My Commission Expires: 1







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AUG 16 2017

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. Includes fields for Name, Address, Business Name, etc.

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: [Handwritten Signature] Date: 8-14-17

Sign and License Division Manager

SCALE: 1/2" = 1'-0"

WALL AREA : 18'(h) x 50'(w) = 900.0' sq.ft.  
SIGN AREA : 4'(h) x 18'(w) = 72.0' sq.ft.



RECEIVED

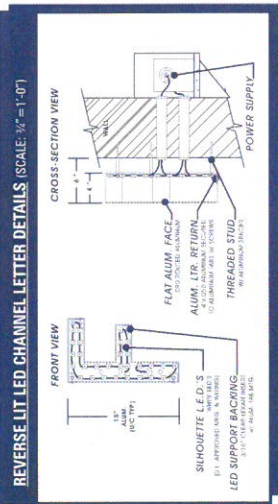
AUG 16 2017

SIGNS/LICENSE DIVISION

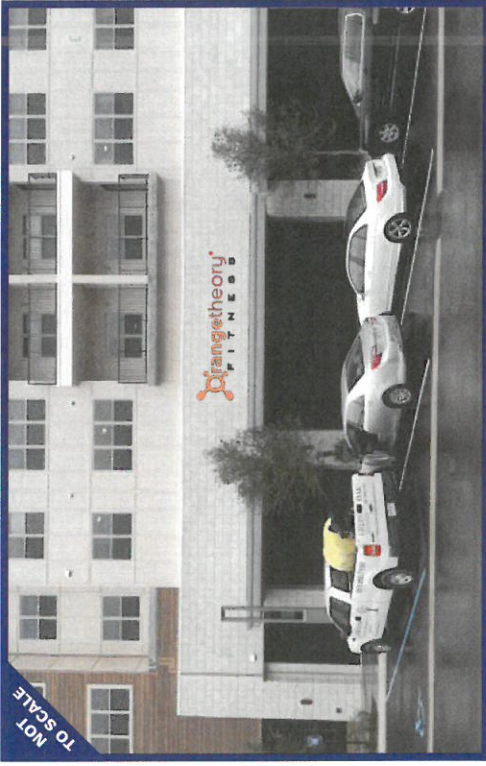


**SIGN DESCRIPTION:**  
MANUFACTURE/INSTALL: (QTY: 1) REVERSE ILLUMINATED CHANNEL LETTERS  
FABRICATED ALUMINUM CHANNEL LETTERS WITH PRINTED FACES AND GAS FLEX BACKING  
BLACK REVERS AND BLACK REVERS AND BLACK REVERS AND BLACK REVERS  
TO BE ROUTED 1/2" ALUMINUM PAINTED PMS 1797C (RED) WITH OPAQUE WHITE VINYL APPLIED FIRST SURFACE  
TO BE STUD MOUNTED TO EXTERIOR WALL

- PMS 1575c (TANGERINE)
- PMS 1797c (RED)
- PMS COOL GREY11c (SMOKE GRAY)



SUPERIMPOSED PHOTO APPROXIMATE / OPTION #1



This product is provided as a sample of color. There are exact match services available. Please choose. Please contact Mitchell Signs for more information.

MEMBER OF THE ASSOCIATION OF SIGNAGE CONTRACTORS  
 INTERNATIONAL FRANCHISE ASSOCIATION

Mitchell Signs is a proud member of the Signage Contractors Association of America (SCAA). We are committed to providing the highest quality signs and graphics to our customers. We are also a member of the International Franchise Association (IFA). Mitchell Signs is a leading provider of signs and graphics for businesses of all sizes. For more information, please visit our website at <http://www.mitchellsigns.com>. © 2018 BY MITCHELL SIGNS

**MITCHELL SIGNS**  
 SIGNAGE CONTRACTORS  
 1000 W. 10th St., Suite 100  
 Minneapolis, MN 55426  
 Phone: 612.338.1300  
<http://www.mitchellsigns.com>

CUSTOMER: ORANGE THEORY FITNESS  
 ADDRESS: THE DISTRICT  
 FILE: 302/0AM\_ORANGE\_THEORY\_FITNESS (jackson)  
 APPROVALS:

JOB NAME: REVERSE CH LETTERS LOGO  
 DATE: 10/17  
 CITY/STATE: JACKSON, MS  
 REV: 00/00/17  
 SALES: POLY TALLEY  
 W.D.#: 1330.1

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AUG 16 2017

SIGNS/LICENSE DIVISION

**Legal Description**

A portion of Lot 10 of The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.



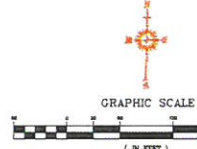
# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

LINE TABLE	CURVE TABLE
L1 110.00 0.00000000	C1 24.50 9.25 8.00 N42°31'17"W
L2 125.00 0.00000000	C2 30.00 10.00 10.00 N10°15'00"W
L3 130.00 0.00000000	C3 30.00 10.00 10.00 N10°15'00"W
L4 130.00 0.00000000	C4 16.50 12.28 10.51 S44°15'25"W
L5 21.49 0.00000000	C5 24.50 9.25 8.00 N42°31'17"W
L6 30.00 0.00000000	C6 30.00 10.00 10.00 N10°15'00"W
L7 30.00 0.00000000	C7 30.00 10.00 10.00 N10°15'00"W
L8 28.82 0.00000000	C8 126.50 35.76 34.74 S72°01'44"E
L9 17.91 0.00000000	C9 30.00 10.00 10.00 N10°15'00"W
L10 19.28 0.00000000	C10 2.50 3.00 3.00 N10°15'00"W
L11 34.00 0.00000000	C11 30.00 10.00 10.00 N10°15'00"W
L12 30.00 0.00000000	C12 24.50 9.25 8.00 N42°31'17"W
L13 102.50 0.00000000	C13 30.00 10.00 10.00 N10°15'00"W
L14 108.00 0.00000000	C14 30.00 10.00 10.00 N10°15'00"W
L15 108.00 0.00000000	C15 30.00 10.00 10.00 N10°15'00"W
L16 115.00 0.00000000	C16 30.00 10.00 10.00 N10°15'00"W
L17 115.00 0.00000000	C17 30.00 10.00 10.00 N10°15'00"W
L18 120.00 0.00000000	C18 30.00 10.00 10.00 N10°15'00"W
L19 120.00 0.00000000	C19 30.00 10.00 10.00 N10°15'00"W
L20 120.00 0.00000000	C20 30.00 10.00 10.00 N10°15'00"W
L21 120.00 0.00000000	C21 30.00 10.00 10.00 N10°15'00"W
L22 120.00 0.00000000	C22 30.00 10.00 10.00 N10°15'00"W
L23 120.00 0.00000000	C23 30.00 10.00 10.00 N10°15'00"W
L24 120.00 0.00000000	C24 30.00 10.00 10.00 N10°15'00"W
L25 120.00 0.00000000	C25 30.00 10.00 10.00 N10°15'00"W
L26 120.00 0.00000000	C26 30.00 10.00 10.00 N10°15'00"W
L27 120.00 0.00000000	C27 30.00 10.00 10.00 N10°15'00"W
L28 120.00 0.00000000	C28 30.00 10.00 10.00 N10°15'00"W
L29 120.00 0.00000000	C29 30.00 10.00 10.00 N10°15'00"W
L30 120.00 0.00000000	C30 30.00 10.00 10.00 N10°15'00"W
L31 120.00 0.00000000	C31 30.00 10.00 10.00 N10°15'00"W
L32 120.00 0.00000000	C32 30.00 10.00 10.00 N10°15'00"W
L33 120.00 0.00000000	C33 30.00 10.00 10.00 N10°15'00"W
L34 120.00 0.00000000	C34 30.00 10.00 10.00 N10°15'00"W
L35 120.00 0.00000000	C35 30.00 10.00 10.00 N10°15'00"W
L36 120.00 0.00000000	C36 30.00 10.00 10.00 N10°15'00"W
L37 120.00 0.00000000	C37 30.00 10.00 10.00 N10°15'00"W
L38 120.00 0.00000000	C38 30.00 10.00 10.00 N10°15'00"W
L39 120.00 0.00000000	C39 30.00 10.00 10.00 N10°15'00"W
L40 120.00 0.00000000	C40 30.00 10.00 10.00 N10°15'00"W
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L42 120.00 0.00000000	C42 30.00 10.00 10.00 N10°15'00"W
L43 120.00 0.00000000	C43 30.00 10.00 10.00 N10°15'00"W
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L45 120.00 0.00000000	C45 30.00 10.00 10.00 N10°15'00"W
L46 120.00 0.00000000	C46 30.00 10.00 10.00 N10°15'00"W
L47 120.00 0.00000000	C47 30.00 10.00 10.00 N10°15'00"W
L48 120.00 0.00000000	C48 30.00 10.00 10.00 N10°15'00"W
L49 120.00 0.00000000	C49 30.00 10.00 10.00 N10°15'00"W
L50 120.00 0.00000000	C50 30.00 10.00 10.00 N10°15'00"W

THIS IS A CLASS "A" SURVEY ACCORDING TO THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS OF THE STATE OF MISSISSIPPI ESTABLISHED BY THE ACTS OF THE LEGISLATURE OF MISSISSIPPI, CHAP. 107, SECTION 1, AS AMENDED.

ALL BEARINGS ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, NAD 83, ZONE 16N. A CONVERSION TABLE IS PROVIDED ON SHEET 2 OF THIS SURVEY. THE HORIZONTAL CONTROL OF THIS SURVEY IS THE MISSISSIPPI COORDINATE SYSTEM, NAD 83, ZONE 16N. ALL DISTANCES ARE MEASURED AT SEA LEVEL.

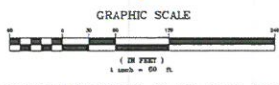


SURVEYED & MAPPED BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "A"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: [Rob@Barnes-Survey.com](mailto:Rob@Barnes-Survey.com) & [Mike@Barnes-Survey.com](mailto:Mike@Barnes-Survey.com)  
 PLAT DATE: DECEMBER 1, 2014

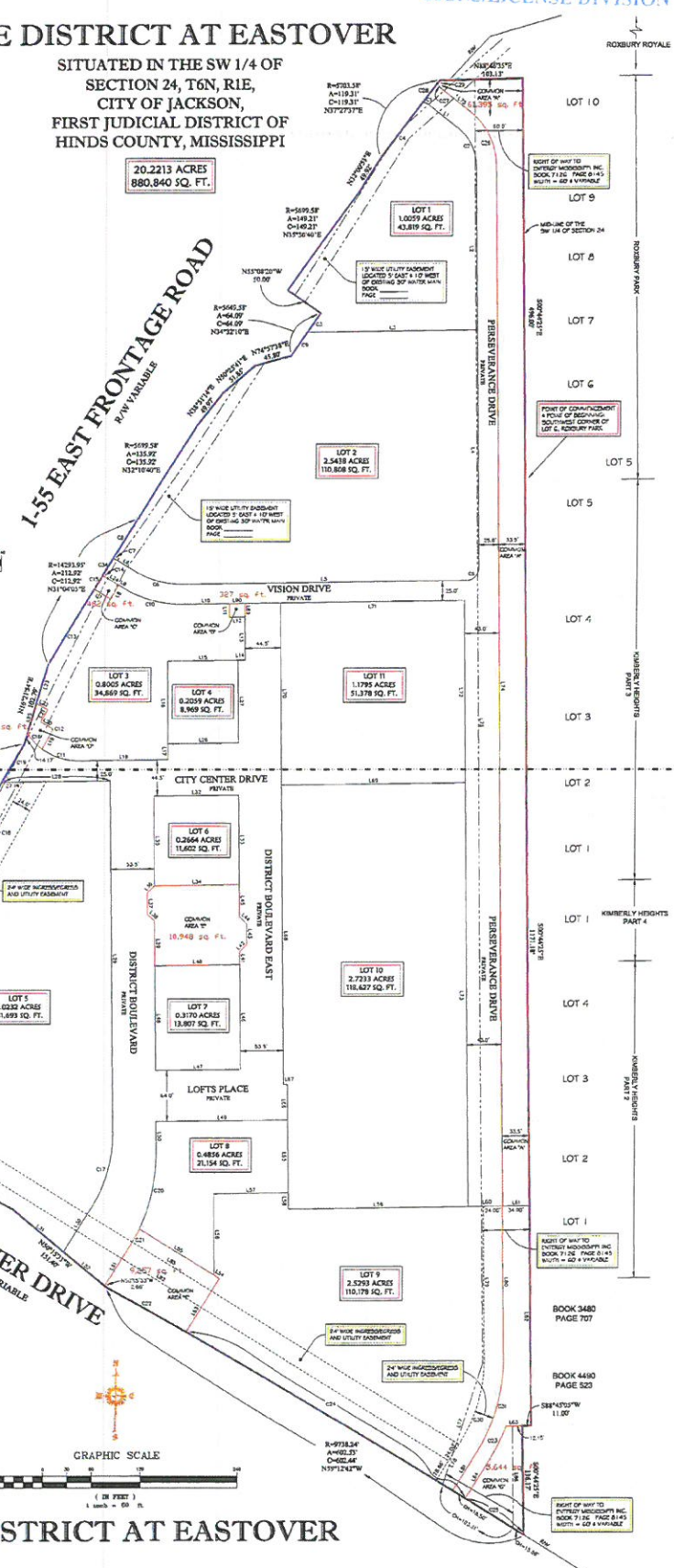
MATCH LINE SHEET 1 SHEET 2

- General Notes:
- The City of Jackson shall have an easement across the property shown herein for purposes of routing water mains.
  - The maintenance, repair and replacement of all sewer, storm water and drainage structures, and detention facilities shall be the responsibility of the owners and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.
  - All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, its owners associations and the owners of the lots within the subdivision. The designation of any streets, drives, parking areas and/or easements on this Plat shall not mean or imply that the public at large acquire any easement of use or right of enjoyment with respect thereto.
  - The District Land Development Company, LLC reserves its exclusive, perpetual and assignable easements for drainage, utilities and other purposes over, under, into and across the lots depicted on Common Area A-C, including:
  - The District Land Development Company, LLC reserves the easements and other rights set forth in that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated September 11, 2013 as Book 7156, Page 4818, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated May 26, 2014 as Book 7163, Page 274 of the land records to the Chancery Clerk of Hinds County, Mississippi.
  - Private drives with a width in excess of 25 feet include return adjacent parking areas between the drive lanes and adjacent lots.

SURVEYED & MAPPED BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "A"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: [Rob@Barnes-Survey.com](mailto:Rob@Barnes-Survey.com) & [Mike@Barnes-Survey.com](mailto:Mike@Barnes-Survey.com)  
 PLAT DATE: DECEMBER 1, 2014



# THE DISTRICT AT EASTOVER





OFFICE OF THE CITY ATTORNEY  
8/21/13

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USE ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. 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

#17

**WHEREAS,** Orange Theory Fitness, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.

**IT IS THEREFORE, ORDERED** that Orange Theory Fitness is hereby *(denied)* a variance from the Sign Ordinance regulations to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. 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 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: Taylor, Coleman, Lumumba

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

08/17/2017

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
1. <b>Brief Description/Purpose</b>	To erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.																																													
2. <b>Public Policy Initiative</b> 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. <b>Who will be affected</b>	N/A																																													
4. <b>Benefits</b>	N/A																																													
5. <b>Schedule (beginning date)</b>	N/A																																													
6. <b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE</b> (yes or no) (area) ■ <b>Project limits if applicable</b>	120 District Blvd (WARD 7)																																													
7. <b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. <b>COST</b>	N/A																																													
9. <b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	N/A																																													
10. <b>EBO participation</b>	<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>																																						


Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Eric Jefferson, Director   
Department of Planning & Development

**DATE:** August 17, 2017

**RE:** Sign Variance

---

Orange Theory Fitness, located at 120 District Blvd, is requesting a variance to erect a 72 sq. ft. building sign within a Community Mixed Use zone which allows a total of 15 sq. ft. for building signage.



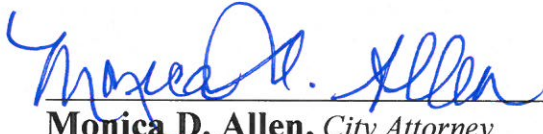
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
8/24/17  
PPS

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO **DENY** THE SIGN VARIANCE REQUEST FOR ORANGE THEORY FITNESS TO ERECT A 72 SQ. FT. BUILDING SIGN WITHIN A COMMUNITY MIXED USED ZONE WHICH ALLOWS A TOTAL OF 15 SQ. FT. FOR BUILDING SIGNAGE (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Dana Sims, *Deputy City Attorney* PPS

8/24/17

DATE

RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

**FOR OFFICE USE ONLY**

CASE NO.: \_\_\_\_\_

## CITY OF JACKSON, MS

### Application for Sign Variance

I. Subject Property Address: 120 District Blvd., Suite D-106

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

to allow for larger sign to fit space and needs for  
visibility by customers

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? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CMU

If yes, please attach copies of agency findings and decisions.

#### VI. APPLICANT'S INFORMATION:

Name: Orange Theory Fitness / Dale Kilpatrick

Mailing Address: 120 District Blvd

City: Jackson State: MS Zip: 39211

Contact Phone: 850-266-3456 Fax: \_\_\_\_\_

Email: dale.kilpatrick@yahoo.com

RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: Mitchell Signs / Polly Talley

Mailing Address: 3200 Hwy 45 North

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Fax: 601-482-7474

Email: polly.talley@mitchellcompanies.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthrealty.com

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

X Variance(s) \$450.00

RECEIVED

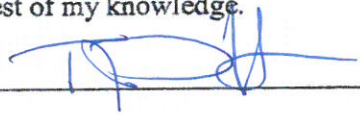
AUG 16 2017

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

Old District at Eastover  
308 E. Pearl St., Suite 200 Jackson, Mississippi

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED J. DUCKWORTH

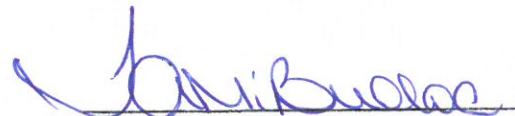
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14

Day of Aug, 2017.

MY COMMISSION EXPIRES:



  
NOTARY PUBLIC





RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

EPOC Fitness Venture II, LLC  
Orangetheory® Fitness  
120 District Blvd, Suite 105  
Jackson, MS. 39211

August 7, 2017

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for Orangetheory Fitness at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. Orangetheory Fitness is in the process of opening a new location within the development. The new location will face I-55 North, and signage will be vital to reaching our target market. However, due to the current zoning of this particular development, the size of signage for our tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business vitality. We feel that allowing Orangetheory Fitness to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to our customers. Thank you for consideration of our request.

Respectfully,

EPOC FITNESS VENTURE II, LLC

Dale F. Kilpatrick,  
Its: Administrative Member

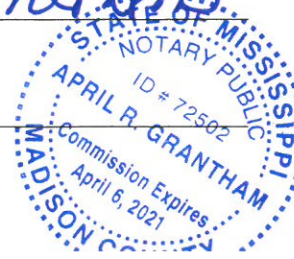
STATE OF MISSISSIPPI §  
§  
COUNTY OF MADISON §

I, the undersigned, a Notary Public, in and for said county and state, hereby certify that, Dale F. Kilpatrick, whose name as Authorized Member of EPOC FITNESS VENTURE II, LLC, a Mississippi limited liability company, has signed the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily, and as an act of said limited liability company.

Given under my hand and official seal, this the 9th day of August, 2017.

Notary Public

My Commission Expires: 1





RECEIVED

AUG 16 2017

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. Includes fields for Name, Address, Phone, Business Name, Height, Length, Square Footage, Wall Area, UL#, Sign Material Type, and checkboxes for Billboard, 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.

Handwritten signature: Polly Jolley 8-14-17
Applicant's Signature Date

Sign and License Division Manager





RECEIVED

AUG 16 2017

SIGNS/LICENSE DIVISION

**Legal Description**

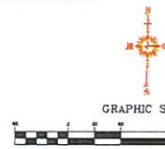
A portion of Lot 10 of The District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.



# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T6N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

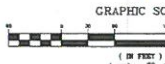
LINE TABLE		CURVE TABLE	
LINE NUMBER	BEARING	CURVE BEARING	ARC
L1	N11°15'00"W	C1	29.30
L2	N11°15'00"W	C2	39.50
L3	N11°15'00"W	C3	20.50
L4	N11°15'00"W	C4	37.50
L5	N11°15'00"W	C5	14.50
L6	N11°15'00"W	C6	107.50
L7	N11°15'00"W	C7	50.50
L8	N11°15'00"W	C8	42.50
L9	N11°15'00"W	C9	50.50
L10	N11°15'00"W	C10	132.50
L11	N11°15'00"W	C11	28.50
L12	N11°15'00"W	C12	2.50
L13	N11°15'00"W	C13	242.50
L14	N11°15'00"W	C14	24.50
L15	N11°15'00"W	C15	242.50
L16	N11°15'00"W	C16	74.50
L17	N11°15'00"W	C17	184.50
L18	N11°15'00"W	C18	202.50
L19	N11°15'00"W	C19	42.50
L20	N11°15'00"W	C20	27.50
L21	N11°15'00"W	C21	27.50
L22	N11°15'00"W	C22	27.50
L23	N11°15'00"W	C23	130.50
L24	N11°15'00"W	C24	170.50
L25	N11°15'00"W	C25	84.50
L26	N11°15'00"W	C26	74.50
L27	N11°15'00"W	C27	74.50
L28	N11°15'00"W	C28	74.50
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L35	N11°15'00"W	C35	118.50
L36	N11°15'00"W	C36	118.50
L37	N11°15'00"W	C37	118.50
L38	N11°15'00"W	C38	118.50
L39	N11°15'00"W	C39	118.50
L40	N11°15'00"W	C40	118.50
L41	N11°15'00"W	C41	118.50
L42	N11°15'00"W	C42	118.50
L43	N11°15'00"W	C43	118.50
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L46	N11°15'00"W	C46	118.50
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L74	N11°15'00"W	C74	118.50
L75	N11°15'00"W	C75	118.50
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L82	N11°15'00"W	C82	118.50
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L94	N11°15'00"W	C94	118.50
L95	N11°15'00"W	C95	118.50
L96	N11°15'00"W	C96	118.50
L97	N11°15'00"W	C97	118.50
L98	N11°15'00"W	C98	118.50
L99	N11°15'00"W	C99	118.50
L100	N11°15'00"W	C100	118.50



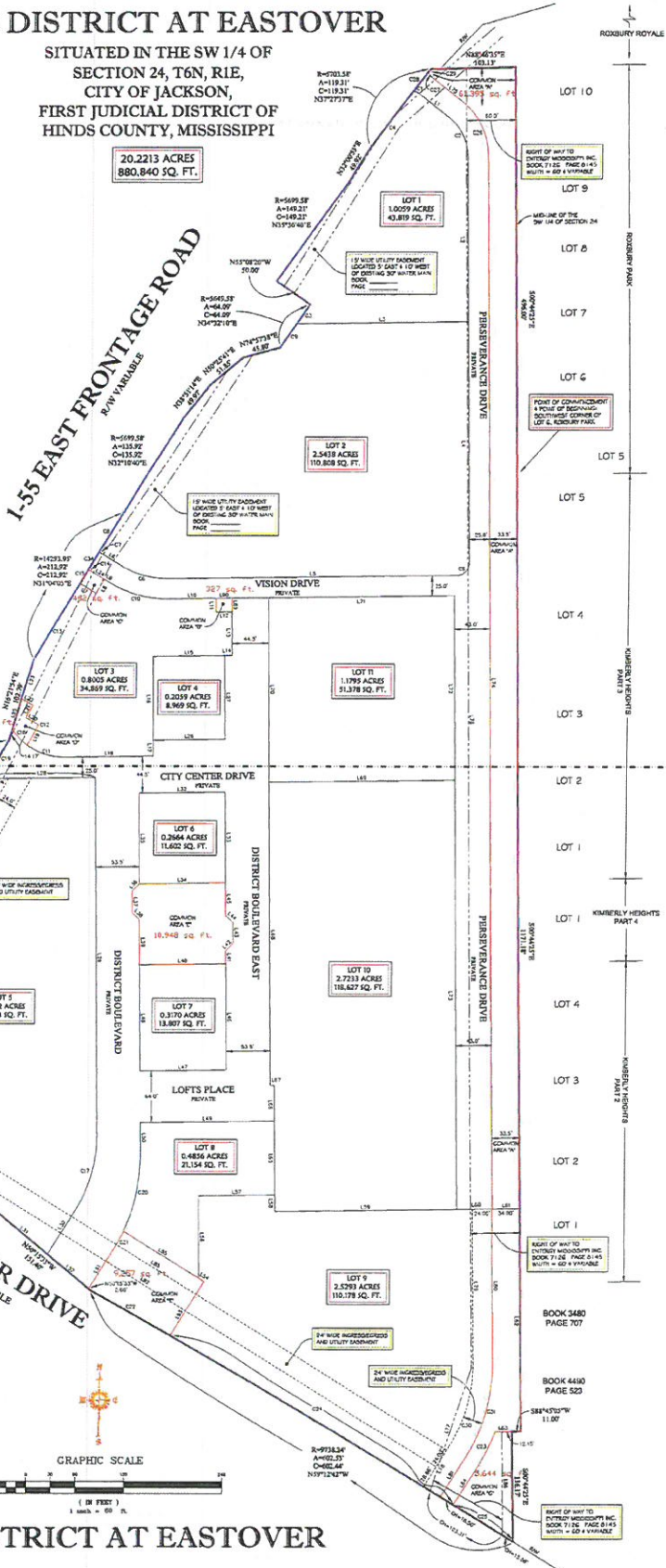
SURVEYED & MAPPED  
 BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 &  
 LAND SURVEYOR  
 2 OLD RIVER PLACE, SUITE "K"  
 JACKSON, MISSISSIPPI 39202  
 PHONE: 601.353.7878 FAX: 601.353.7805  
 EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014

- General Notes:
- The City of Jackson shall have an easement across the property shown herein for purposes of reading meter records.
  - The maintenance, repair and replacement of all sewer, storm water and drainage structures and detentions facilities shall be the responsibility of the owners and/or the owners association. The City of Jackson is not obligated to maintain, repair or replace such structures.
  - All ingress, egress and utility easements are reserved by The District Land Development Company, LLC for the use, benefit and enjoyment of The District Land Development Company, LLC, the owners association and the owners of lots within the subdivision. The designation of any sewer, storm, parking area and/or easements on this Plat shall not mean or imply that the public at large acquires any easement of use or right of enjoyment with respect thereto.
  - The District Land Development Company, LLC reserves an exclusive, perpetual and assignable easement for drainage, utilities and other purposes over, into and across the lots designated as Common Area on a C-1 subdivision.
  - The District Land Development Company, LLC reserves the easement and other rights set forth in the certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated September 11, 2013 as Book 7116, Page 114, as amended by the certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The District at Eastover dated May 26, 2014 as Book 7116, Page 274 of the last records in the Chancery Clerk of Hinds County, Mississippi.
  - Private drives with a width in excess of 25 feet include certain adjacent parking areas between the drive lanes and adjacent lots.

SURVEYED & MAPPED  
 BY  
**ROBERT B. BARNES**  
 CIVIL ENGINEER  
 &  
 LAND SURVEYOR  
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 EMAIL: Bob@Barnes-Survey.com & Mike@Barnes-Survey.com  
 PLAT DATE: DECEMBER 1, 2014



# THE DISTRICT AT EASTOVER



OFFICE OF THE CITY ATTORNEY  
9/26/17  
D. W. WILSON

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE CONTRACT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI HOUSING PARTNERSHIP, INC. FOR THE COMPLETION OF THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDED DOWN PAYMENT ASSISTANCE PROGRAM. (ALL WARDS)**

**WHEREAS**, on December 27, 2016, the City Council adopted an Order, recorded in Minute Book 6K, Page 404-405 authorizing the Mayor to execute a contract between the City of Jackson and Mississippi Housing Partnership for the implementation of the Down Payment Assistance Program; and

**WHEREAS**, the City of Jackson and Mississippi Housing Partnership, Inc. entered into an Agreement on February 24, 2017, as authorized by City Council; and

**WHEREAS**, the Mississippi Housing Partnership has been aggressively marketing the Down Payment Assistance Program and the number of current clients far exceeds existing funding awarded.

**WHEREAS**, an increase in funding by \$97,091.45 is necessary to meet the demand for down payment assistance in the City of Jackson for the time period of the contract agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute amendment #1 to the HOME contract with the Mississippi Housing Partnership for the Down Payment Assistance Program.

**IT IS FURTHER ORDERED**, and authorized that the contract be amended to increase the original contract award amount by \$97,091.45 for a total contract amount of \$347,091.45.

Item# 18  
Date: September 26, 2017  
By: Lumumba, Kumar, Henderson



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

**DATE: 09/26/2017**

	<b>POINTS</b>	<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE CONTRACT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI HOUSING PARTNERSHIP, INC. FOR THE COMPLETION OF THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDED DOWN PAYMENT ASSISTANCE PROGRAM. (ALL WARDS)</b>
2.	<b>Purpose</b>	To provide Down Payment Assistance funds to eligible households seeking to purchase residential properties in the City of Jackson
3.	<b>Who will be affected</b>	Citizens of Jackson.
4.	<b>Benefits</b>	It will allow homebuyers to qualify for mortgages that normally may be unable to provide the necessary down payment.
5.	<b>Schedule (beginning date)</b>	N/A
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes/no)</b> <b>(area)</b> <b>Project limits if applicable</b>	City-wide
7.	<b>Action implemented by:</b> <b>City Department</b> <u>  X  </u> <b>Consultant</b> _____	Department of Planning and Development. Office of Housing & Community Development.
8.	<b>COST</b>	Increase of \$97,091.45
9.	<b>Source of Funding</b> <b>General fund</b> _____ <b>Grant</b> <u>  X  </u> <b>Bond</b> _____ <b>Other</b> _____	HOME funds grant numbers M-13-MC-28-0200
10.	<b>E. B.O. Participation</b>	<b>ABE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>AABE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>WBE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>HBE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>NABE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____

**MEMORANDUM**

**TO:** Mayor, Chokwe A. Lumumba

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

**DATE:** September 11, 2017

**RE:** Agenda Item for September 26, 2017 City Council Meeting

The attached agenda item is to authorize the Mayor to execute an amendment to the contract between the City of Jackson and Mississippi Housing Partnership, Inc. for the completion of the HOME Investment Partnership Program (HOME) funded Down Payment Assistance Project.

Mississippi Housing Partnership has a number of clients moving towards a home closing date before the expiration of this current contract. In order to accommodate those clients and ensure that the purchase of homes is completed, additional funding is required. This amendment will award \$97,091.45 to MHP, which will make the total contract amount \$347,091.45

The amendment is necessary in order to ensure that Mississippi Housing Partnership has sufficient funding to complete the project.



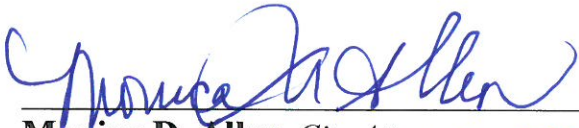
Office of the City Attorney

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

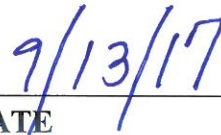
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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE CONTRACT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI HOUSING PARTNERSHIP, INC. FOR THE COMPLETION OF THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDED DOWN PAYMENT ASSISTANCE PROGRAM. ( ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Azande Williams, Deputy City Attorney



DATE

OFFICE OF THE CITY ATTORNEY  
August 23, 2017  
[Signature]

**ORDER AUTHORIZING FINAL PAYMENT TO JEFCOAT RECREATION, LLC, FOR THE BATTLEFIELD PARK PROJECT, PROJECT NUMBER 3B8001 AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION (WARD 7).**

**WHEREAS**, on December 29, 2015, the City Council authorized the Mayor to execute a contract of \$407,000.00 with Jefcoat Recreation, LLC, for the Battlefield Park Project, Project Number 3B8001; and

**WHEREAS**, on August 23, 2016, Change Order One was approved for additional subsurface drainage work and sidewalk repairs; and

**WHEREAS**, the City of Jackson Engineering Division conducted a Final Inspection of the project on July 25, 2017; and

**WHEREAS**, the surety, Traveler's Casualty and Surety Company of America, G. Ford Mosby, Attorney-in-Fact, has authorized release and payment of all money due under this contract; and

**WHEREAS**, the Director of the Department of Public Works recommends that the City accept this project and make Final Payment to Jefcoat Recreation, LLC

**IT IS, THEREFORE, ORDERED** that the City is authorized to make Final Payment of \$23,825.00 to Jefcoat Recreation, LLC, and that the City Clerk publish Notice of Completion of the Battlefield Park Project, Project Number 3B8001.


**ITEM #** 19

**DATE:** 9-26-17

**BY:** **SMASH, WILLIAMS, EWING, LUMUMBA**

## MEMORANDUM

**TO:** Chokwe Antar Lumumba, Mayor  
City of Jackson

**FROM:** Jerriot Smash, Interim Director   
Public Works Department

**DATE:** August 25, 2017

**RE:** **AGENDA ITEM FOR CITY COUNCIL MEETING**

Attached, you will find an item for the above mentioned agenda requesting authorization for the City to make Final Payment to the contract of Jefcoat Recreation, LLC in the amount of \$23,825.00 for the Battlefield Park Project, Project Number 3B8001.

The contract was approved by the City Council on December 29, 2015, with a 'Notice to Proceed' being issued to start construction on May 12, 2016. The One-Hundred-Twenty (120) day construction period ended on September 29, 2016. Change Order One and weather delayed the project. An inspection held at the site on February 8, 2017, confirmed that the contractor had achieved substantial (90%) completion by that date. Vandalism and additional wet weather hampered the completion of the project until this month.

It is the recommendation of this office that this item be approved and Final Payment be made. If you have any questions or comments, please do not hesitate to call.

/ge

Attachment(s)

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

August 25, 2017

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	To provide a new and all-inclusive playground at Battlefield Park, a regional park, located at Highway 80 and University Boulevard.																																													
2.	<b>Public Policy Initiative</b> 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 1, 4, and 7.																																													
3.	<b>Who will be affected</b>	The children that use the park will benefit from this new and all-inclusive playground on safer, softer and impact absorbing surfacing.																																													
4.	<b>Benefits</b>	This playground will attract families from the neighborhood and surrounding areas to all facilities at Battlefield Park.																																													
5.	<b>Schedule (beginning date)</b>	This project is complete.																																													
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	This project is located in Ward 7.																																													
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division and Parks and Recreation.																																													
8.	<b>COST</b>	\$23,825.00 (Final Pay Request), \$430,825.00 (Total Construction)																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	005-504.03-3B8001-701-6485																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**Council Agenda Item Memorandum**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Jerriot Smash, Interim Director  
Public Works Department

**Date:** August 25, 2017

**Agenda Item:**

**Item #:**

**Council Meeting:**

**Consultant/Contractor:** Jefcoat Recreation, LLC

**EBO Compliance Details:**

**Purpose:** To provide an all-inclusive (ADA compliant) playground for ages 2-1/2 to 5, and for 5 to 12 years of age, with impact absorbing surfacing in Battlefield Park, a regional park located at the intersection of Highway 80 and University Boulevard.

**Cost:** Original Bid - \$407,000.00  
Change Order One - \$23,825.00  
Total Cost - \$430,825.00

**Project/Contract Type:** Construction

**Funding Source:** 005-504.03-3B8001-701-6485

**Schedule/Time:** This project is complete.

**DPW Manager:** Charles Williams, Jr., P.E., Ph.D.

**Background:** The project began in 2014. The original plans were bid in June of 2015 at a price of over \$700,000.00. Parking and entrance improvements were removed from the plans and the project was re-bid in October 2015. There were two (2) bidders for this project. Jefcoat Recreation, LLC, was the low bidder at \$407,000.00. The contract was awarded on December 29, 2015. A 'Notice to Proceed' was issued to start construction on May 12, 2016. The One-Hundred-Twenty (120) day construction period was to end on September 29, 2016. Early during construction, it was discovered that the existing subsurface drainage system had failed and needed to be replaced to meet current impact absorbing surfacing specifications. This, and damage done to the existing concrete sidewalks to remain, required that a Change Order be submitted. Change Order One was approved by the City Council on August 23, 2016, in the amount of \$23,825.00. The Change Order and weather delayed the project. An inspection held at the site on February 8, 2017, confirmed that the contractor had achieved substantial (90%) completion by that date. Vandalism and additional wet weather hampered the completion of the project (installation of grill and picnic tables) until this month.

**Talking Points:**

- This project will help draw families from the neighborhood and surrounding areas to this regional park.

- The addition of a walking trail by Hinds County has increased the number of people using the Park.

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

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This **ORDER AUTHORIZING FINAL PAYMENT TO JEFCOAT RECREATION, LLC FOR THE BATTLEFIELD PARK PROJECT, PROJECT NUMBER 3B8001, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *City Attorney*  
**Nakesha Watkins**, *Legal Counsel* 



**DATE**

OFFICE OF THE CITY ATTORNEY  
8/23/2017  
NW

OFFICE OF THE CITY ATTORNEY  
September 26, 2017  
RMW

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS RELATED TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, MISSISSIPPI LOCAL MOSQUITO CONTROL SUPPORT GRANT PROGRAM. (ALL WARDS)**

**WHEREAS**, the Mississippi State Department of Health has grant funds available up to \$40,000.00 for mosquito abatement services for the health, safety, and welfare of the citizens of the City of Jackson and its visitors; and

**WHEREAS**, the Infrastructure Management Division in the Department of Public Works provides mosquito abatement services each year for the citizens of the City of Jackson; and

**WHEREAS**, funds received from this grant will be used to conduct mosquito surveillance activities and population monitoring; provide additional mosquito abatement services for the approximate 1,000 miles of the City streets to prevent the spread of infectious mosquito borne illnesses; and educate the public on ways to prevent mosquito breeding and to reduce the risk of being bitten; and

**WHEREAS**, participation in this grant program will require a minimum of three (3) years of surveillance data to be provided by the Infrastructure Management Division from the City of Jackson.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute an application and any and all documents related to the City's acceptance and implementation of a grant from the Mississippi State Department of Health, Mississippi Local Mosquito Control Support Grant Program.

#20  
9-26-17  
Miller, Lumumba



**CITY COUNCIL AGENDA ITEM 10-POINT DATA SHEET**

**8-22-2017**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS RELATED TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, MISSISSIPPI LOCAL MOSQUITO CONTROL SUPPORT GRANT PROGRAM. (ALL WARDS)</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 7. Quality of Life			
3.	<b>Who will be affected</b>	The citizens of the City of Jackson			
4.	<b>Benefits</b>	The primary focus of the Mississippi Local Mosquito Control Support Grant Program is to develop and implement vector control capacity, develop a mosquito-borne disease response plan, demonstrate best practices, provide proper documentation of surveillance, education and outreach, and develop a program for insecticide resistance and management.			
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval			
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	The Department of Public Works			
8.	<b>COST</b>	\$40,000.00			
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	Mississippi Local Mosquito Control Support Grant Program			
10.	<b>EBO participation</b>	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___



**City of Jackson  
Department of Public Works**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Jerriot Smash, Interim Director  
Department of Public Works



**Date:** August 22, 2017

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS RELATED TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, MISSISSIPPI LOCAL MOSQUITO CONTROL SUPPORT GRANT PROGRAM. (ALL WARDS)**

**Item #:** N/A

**Council Meeting:** Regular Council Meeting, September 12, 2017

**Consultant/Contractor:** Mississippi State Department of Health

**EBO:** In compliance

**Purpose:** To improve the quality of life for the citizens of the City of Jackson and its visitors by conducting mosquito surveillance activities, educating the public on preventing mosquito breeding, and reducing the risk of being bitten.

**Cost:** \$40,000.00

**Project/Contract Type:** Mosquito Abatement Services

**Funding Source:** Mississippi Local Mosquito Control Support Grant Program

**Schedule/Time:** Activities must be completed by July 31, 2018

**DPW Manager:** Leroy Lee

**Background:** The activities in this program are set up to continue to collect data and to strengthen our outbreak response plan in areas with vector potential. Mosquito surveillance requires that mosquitoes are trapped to document and verify mosquito populations and target mosquito control efforts.

Office of the City Attorney

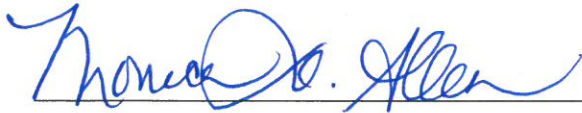
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## OFFICE OF THE CITY ATTORNEY

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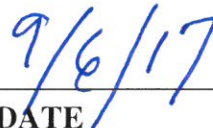
OFFICE OF THE CITY ATTORNEY  
September 6, 2017  
NW

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS RELATED TO THE MISSISSIPPI STATE DEPARTMENT OF HEALTH, MISSISSIPPI LOCAL MOSQUITO CONTROL SUPPORT GRANT PROGRAM. (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Nakesha Watkins, *Legal Counsel* NW



DATE



## MISSISSIPPI STATE DEPARTMENT OF HEALTH

### Mississippi Local Mosquito Control Support Grant Program

The Center for Disease Control and Prevention (CDC) in partnership with the Mississippi State Department of Health (MSDH) is offering a grant opportunity for MSDH to work with the community to create a vector-control prevention program. These efforts aim to reduce infections due to West Nile Virus (WNV), Zika virus, and other mosquito-borne viruses of public health importance. The MSDH Office of Communicable Diseases, after careful review, has pinpointed locations in specific counties that meet the criteria and that would benefit from having a vector-control prevention program in place. The locations were selected based on population size, historical collection data, and vector potential.

Activities described in the grant application must be completed by July 31, 2018. This program provides funds for the purchase of equipment, training, and contract work towards strengthening the capacity of mosquito-borne disease prevention and control programs. These funds are not available for the hiring of personnel. The average award (reimbursed by invoice only and proper documentation from the strategies listed in the grant) will be ~ \$40,000 per grantee and based on the following:

- Quality and completeness of grant application
- Demonstration of infrastructure needed to support a sustained mosquito control program for future years
- Mosquito control capacity and implementation

#### Strategies and Outcomes

- The primary focus of the grant is for jurisdictions to utilize three strategies:
  - Develop and implement vector control capacity
  - Develop a mosquito-borne disease response plan
  - Develop a program for insecticide resistance and management
- Intended outcomes of the grant program:
  - Trained workforce better prepared to respond to arboviral disease cases and outbreaks
  - Improved mosquito control and prevention, as well as monitoring of insecticide resistance and management
  - Weekly report of trapped data to MSDH during seasonal operations and proper documentation for surveillance, education, and outreach for three (3) years
  - Quality completeness of the mosquito-borne disease response plan and proper documentation during the disease response
  - Demonstration of mosquito control best practices, including integrated mosquito management

The activities in this program are set up to continue to collect data and to strengthen our outbreak response plan in areas with vector potential. The **minimum** required time for surveillance data is three (3) years, with proper documentation submitted to MSDH. Please read the application thoroughly and if you have any questions, please contact Tina Nations at 601-576-7918.

570 East Woodrow Wilson • Post Office Box 1700 • Jackson, MS 39215-1700

601-576-8090 • 1-866-HLTHY4U • [www.HealthyMS.com](http://www.HealthyMS.com)

*Equal Opportunity in Employment/Services*



**ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT APPLICATION FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
September 18, 2017  
Lumumba

**WHEREAS**, tires are collected from tire abatement projects and the Waste Tire Program, which includes the collection of illegally dumped tires, the collection of tires brought into the City's landfill by residents, and the collection of tires from City right-of-ways and City facilities; and

**WHEREAS**, the Mississippi Department of Environmental Quality offers the Waste Tire Grant on an as-needed basis; and

**WHEREAS**, the Solid Waste Division of the Public Works Department needs funds to pay contractors to recycle for alternative uses the waste tires it collects; and

**WHEREAS**, the Solid Waste Division of the Public Works Department recommends requesting a grant in the amount of \$100,000 from the Mississippi Department of Environmental Quality to enable it to continue recycling the tires it collects.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute any and all documents necessary to apply for a grant of \$100,000 from the Mississippi Department of Environmental Quality to fund the City's Waste Tire Recycling Program.

Item # 21  
Date: 09-26-17  
By: Smash, Montgomery, Lumumba



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Jerriot Smash** 

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT APPLICATION FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM (ALL WARDS)**

**Item #:**

**Council Meeting:** Regular Council Meeting, September 26, 2017

**Consultant/Contractor:** N/A

**EBO:** N/A

**Purpose:** To provide financing for the collection of waste tires from residents, city right-of-ways, and open dumps.

**Cost:** N/A

**Project/Contract Type:** Grant

**Funding Source:** Mississippi Department of Quality

**Schedule/Time:**

**DPW Manager:** Alice Montgomery

**Background:** Attached is an agenda item for the City Council's consideration authorizing the execution of any and all documents necessary to administer the Waste Tire Grant in the amount of \$100,000 from the Mississippi Department of Environmental Quality (MDEQ).

The Solid Waste Division has received this grant since 1995 and its purpose is to fund the *Waste Tire Recycling Program*. Waste Tires are often associated with open dump sites and can be a breeding ground for mosquitoes and rodents. From 2012 to presently, the Solid Waste Division has collected approximately 103,695 tires from City right-of-ways, open dumps, and residents. Residents have the option to dispose of up to 10 tires per month at the Landfill located in Byram, Mississippi or call our division to schedule a collection free of charge. Moreover, the grant money is used for contractual fees associated with the recycling of waste tires.



**City of Jackson  
Department of Public Works**

**Estimated Fees: N/A**

**EBO Compliance Details: N/A**

**Talking Points:**

- The waste tire grant allows for the collection of tires from residents, city right-of-ways, and dump sites.
- The waste tire program allows for the collection and proper disposal of tires which helps to minimize the breeding of mosquitoes and rodents which ensures the City of Jackson is clean, aesthetically pleasing, and healthy for the citizens of Jackson.
- Ms Tire Recycling, LLC collects the tires from the landfill in Byram, Ms and recycles the tires into new products and materials.

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

**September 11, 2017**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT APPLICATION FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM (ALL WARDS)</b>
2.	<b>Mayoral Priority Addressed</b> <ul style="list-style-type: none"> <li><input type="radio"/> Public Safety</li> <li><input type="radio"/> Economic Development</li> <li><input type="radio"/> Housing</li> <li><input type="radio"/> Infrastructure</li> <li><input type="radio"/> Education</li> </ul>	Public Safety
3.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li><input type="radio"/> Youth &amp; Education</li> <li><input type="radio"/> Crime Prevention</li> <li><input type="radio"/> Changes in City Government</li> <li><input type="radio"/> Neighborhood Enhancement</li> <li><input type="radio"/> Economic Development</li> <li><input type="radio"/> Infrastructure and Transportation</li> <li><input type="radio"/> Quality of Life</li> </ul>	Neighborhood Enhancement and Quality of Life
4.	<b>Who/What will be affected &amp; Benefits</b>	The purpose of this grant is to finance the collection of waste tires from residents, City right-of-ways and open dumps.
5.	<ul style="list-style-type: none"> <li><input type="radio"/> <b>Contract</b></li> <li><input type="radio"/> <b>Project</b></li> </ul> (Beginning date) (Completion date)	<b>Existing Program</b>
6.	Location: Ward:  <b>CITYWIDE (yes or no) (area)</b> <b>Project limits if applicable</b>	Citywide
7.	<b>Action initiated by:</b> <ul style="list-style-type: none"> <li><input type="radio"/> <b>Mayor's Office</b></li> <li><input type="radio"/> <b>City Department</b></li> <li><input type="radio"/> <b>Consultant</b></li> </ul>	The Department of Public Works, Solid Waste Division
8.	<b>COST</b>	None
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li><input type="radio"/> <b>General Fund</b></li> <li><input type="radio"/> <b>Enterprise</b></li> <li><input checked="" type="radio"/> <b>Grant</b></li> <li><input type="radio"/> <b>Bond</b></li> <li><input type="radio"/> <b>Other</b></li> </ul>	Mississippi Department of Environmental Quality (MDEQ) in the amount of \$100,000
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___    no ___      N/A ___ AABE _____%      WAIVER    yes ___    no ___      N/A ___ WBE _____%      WAIVER    yes ___    no ___      N/A ___ HBE _____%      WAIVER    yes ___    no ___      N/A ___ NABE _____%      WAIVER    yes ___    no ___      N/A ___



Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT APPLICATION FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM ( ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney  
Nakesha Watkins, Legal Counsel 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
September 18, 2017  
Nakesha Watkins

**ORDER ACCEPTING THE PROPOSAL OF CERES ENVIRONMENTAL  
TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER  
RECOVERY ASSISTANCE TO THE CITY OF JACKSON (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
Sealed  
8/22/16  
8-22-2017

**WHEREAS**, on July 28, 2016, the City requested proposals to provide emergency debris management and disaster recovery assistance to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household garbage) from public property and public right-of-way in the City of Jackson, Mississippi in response to an emergency event such as, but not limited to, hurricane(s) or other natural or man-made disaster(s); and

**WHEREAS**, City received six sealed proposals on August 30, 2016; and

**WHEREAS**, the Evaluation Committee reviewed the proposals submitted, heard oral presentations from all proposers, and determined that CERES Environmental provided the second best proposal; and

**WHEREAS**, the Department of Public Works recommends that the proposal of CERES Environmental is accepted as the secondary contractor for Emergency Debris Management and Disaster Recovery Assistance, and is added to the Solid Waste Emergency Management Plan.

**IT IS, THEREFORE, ORDERED** that the proposal of CERES Environmental to provide Emergency Debris Management and Disaster Recovery Assistance to the City of Jackson is accepted.

Item No.

Agenda Date: \_\_\_\_\_

By: (Smash, Knotts, Montgomery, Lumumba)



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Jerriot Smash** 

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER ACCEPTING THE PROPOSAL OF CERES ENVIRONMENTAL TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON (ALL WARDS)

**Item #:**  
**Council Meeting:** Regular Council Meeting, September 26, 2017  
**Consultant/Contractor:** N/A  
**EBO:** N/A  
**Purpose:** To provide Emergency Debris Management and Disaster Recovery Assistance in response to an emergency storm event.  
**Cost:** N/A  
**Project/Contract Type:** N/A  
**Funding Source:** Solid Waste Enterprise Fund  
**Schedule/Time:**  
**DPW Manager:** Alice Montgomery

**Background:** The Department of Public Works of the City of Jackson, Mississippi, has developed a debris management plan in accordance with relevant Federal Emergency Management Agency guidelines. The Solid Waste Division submitted a Request for Proposals to establish one or more pre-event contracts to provide services to remove and lawfully dispose of disaster generated debris (other than hazardous materials and household garbage) from public property and public right-of-way in the City of Jackson, Mississippi in response to an emergency event such as, but not limited to, hurricane(s) or other natural or man-made disaster(s).

CERES Environmental has been selected as the secondary company for emergency debris management in the event of a major storm in Jackson, MS. CERES Environmental is an experienced disaster recovery and government contracting firm capable of providing personnel, equipment and resources to rapidly and efficiently respond to a disaster recovery event.



**City of Jackson  
Department of Public Works**

**Estimated Fees:** The fees are based on the storm event, and exact amounts are unknown. According to the FEMA Public Assistance Debris Monitoring Guide, unit price contracts are used when the individual work tasks are known, but the total amount of work cannot be known in advance. Units of work can be measured in terms of weight, volume, or any other quantifiable measure. The contractor uses estimated quantities to establish a total contract price.

**EBO Compliance Details:**

<b>PROCUREMENT CATEGORY</b>	<b><u>Asian</u> (ABE)</b>	<b><u>African- American</u> (ABE)</b>	<b><u>Hispanic</u> (HBE)</b>	<b><u>Native American</u> (NABE)</b>	<b><u>Female</u> (FBE)</b>
A/E & Professional Services	0.50	8.75	0.00	0.00	2
Construction	0.00	12.5	0.50	0.00	5
Goods and Non-Professional Services	0.04	6.9	0.02	0.00	3.25

**Talking Points:**

- Founded in 1976, and incorporated in 1995, CERES has provided emergency management and other services for 40 years to government entities including the United States Government and various states, counties and municipalities throughout the U.S. and its possessions overseas.
- It is CERES policy and practice to utilize qualified local small, woman-owned, and minority businesses enterprises to the maximum extent practicable in full compliance with 44 CFR 2016.10.
- CERES Environmental professional staff assists, upon request, with preparation and submission of project worksheets for FEMA and other federal agencies.



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 11, 2017

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE PROPOSAL OF CERES ENVIRONMENTAL TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON (ALL WARDS)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement
3.	<b>Who will be affected</b>	All City Residents
4.	<b>Benefits</b>	In the event of a major storm, the Public Works Department will have a pre-event contract with a qualified and experienced emergency debris management firm. The City of Jackson would have a contractor readily available to remove and dispose of disaster-generated debris.
5.	<b>Schedule (beginning date)</b>	n/a
6.	<b>Location:</b> WARD CITYWIDE (yes or no)(area) Project limits if applicable	CITYWIDE
7.	<b>Action implemented by:</b> City Department Consultant	Public Works Department
8.	<b>COST</b>	Cost Unknown
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	Solid Waste Enterprise Fund/ 009.506.10.6419 (Funds to be reimbursed by FEMA/MEMA)
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A ___ AABE _____%      WAIVER    yes ___ no ___      N/A ___ WBE _____%      WAIVER    yes ___ no ___      N/A ___ HBE _____%      WAIVER    yes ___ no ___      N/A ___ NABE _____%      WAIVER    yes ___ no ___      N/A ___

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## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ACCEPTING THE PROPOSAL OF CERES ENVIRONMENTAL TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *City Attorney*  
**Nakesha Watkins**, *Legal Counsel* 

9/18/17

DATE

OFFICE OF THE CITY ATTORNEY  
9/18/17  
NW

**ORDER ACCEPTING THE PROPOSAL OF TRUE NORTH EMERGENCY  
MANAGEMENT TO PROVIDE EMERGENCY DEBRIS MANAGEMENT  
TO THE CITY OF JACKSON (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
Supplemental 10/20/16  
JMN

**WHEREAS**, on September 29, 2016, a Request for Proposals to Provide Emergency Debris Monitoring was advertised to establish one or more pre-event contracts to provide services to monitor the removal and lawful disposal of disaster generated debris (other than hazardous materials and household garbage) from public property and public right-of-way in the City of Jackson, Mississippi in response to an emergency event such as, but not limited to, hurricane(s) or other natural or man-made disaster(s); and

**WHEREAS**, sealed bids were received on October 18, 2016; and

**WHEREAS**, in response, the City received two (2) proposals; and

**WHEREAS**, the Evaluation Committee reviewed the proposals submitted, heard oral presentations from all proposers, and selected True North Emergency Management as the best proposal; and

**WHEREAS**, the Department of Public Works recommends that the proposal of True North Emergency Management is accepted as the primary contractor for Emergency Debris Monitoring and is authorized to be added to the Solid Waste Emergency Management Plan.

**IT IS, THEREFORE, ORDERED** that the proposal of True North Emergency Management to provide Emergency Debris Monitoring to the City of Jackson is accepted.

Item No. 23

Agenda Date: \_\_\_\_\_

By: (Smash, Knotts, Montgomery, Lumumba)



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Jerriot Smash, Director of Public Works** 

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER ACCEPTING THE PROPOSAL OF TRUE NORTH EMERGENCY MANAGEMENT TO PROVIDE EMERGENCY DEBRIS MONITORING TO THE CITY OF JACKSON (ALL WARDS)

**Item #:**

**Council Meeting:** Regular Council Meeting, September 26, 2017

**Consultant/Contractor:** N/A

**EBO:** N/A

**Purpose:** To provide Emergency Debris Monitoring Assistance in response to an emergency storm event.

**Cost:** Unknown

**Project/Contract Type:** N/A

**Funding Source:** Solid Waste Enterprise Fund – FEMA/MEMA Reimbursement

**Schedule/Time:**

**DPW Manager:** Alice Montgomery

**Background:** The Department of Public Works of the City of Jackson, Mississippi, has developed a debris management plan in accordance with relevant Federal Emergency Management Agency guidelines. The Solid Waste Division submitted a Request for Proposals to establish one or more pre-event contracts to provide services to monitor the removal and lawful disposal of disaster generated debris (other than hazardous materials and household garbage) from public property and public right-of-way in the City of Jackson, Mississippi in response to an emergency event such as, but not limited to, hurricane(s) or other natural or man-made disaster(s).

True North Emergency Management has been selected to provide emergency debris monitoring assistance in the event of a major storm in Jackson, MS. True North Emergency Management has the experience and capability to provide debris removal monitoring services for the City of Jackson. True North Emergency Management is headquartered in Jackson, MS, and is familiar with the Mississippi area and the City of Jackson residents, and will provide all resources needed to respond within 12-24 hours notice, to virtually every type and size event requiring disaster recovery.





**City of Jackson  
Department of Public Works**

**Estimated Fees: \$1,619,370.00**

**EBO Compliance Details:**

<b>PROCUREMENT CATEGORY</b>	<b><u>Asian</u> (ABE)</b>	<b><u>African-American</u> (ABE)</b>	<b><u>Hispanic</u> (HBE)</b>	<b><u>Native American</u> (NABE)</b>	<b><u>Female</u> (FBE)</b>
A/E & Professional Services	0.00	20	0.00	0.00	0.00
Construction	0.00	0.00	0.00	0.00	0.00
Goods and Non-Professional Services	0.00	0.00	0.00	0.00	0.00

- True North requested an EBO waiver on the failure to achieve Asian (ABE), Hispanic (HBE), Native American (NABE), and female (FBE) goals for professional services. There are no known ABE, HBE, or NABE, firms available with experience in this type of services in the Jackson area. There are also no known FBE professional firms with debris removal, debris monitoring, or FEMA/MEMA expertise.
- The EBO waiver was granted. Please see approval attached.

**Talking Points:**

- True North Emergency Management is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc.
- The parent company of True North is headquartered in Jackson, MS.
- They are experienced in being fully compliant with all FEMA regulations, as well as, State and local regulations.
- True North offers pre-event training and technical advice throughout the contract term at no cost.
- True North recently hired several former U.S. Army Corps of Engineers debris subject matter experts.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 13, 2017

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER ACCEPTING THE PROPOSAL OF TRUE NORTH EMERGENCY MANAGEMENT TO PROVIDE EMERGENCY DEBRIS MONITORING TO THE CITY F JACKSON (ALL WARDS)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement
3.	<b>Who will be affected</b>	All City Residents
4.	<b>Benefits</b>	In the event of a major storm, the Public Works Department will have a pre-event contract with a qualified and experienced emergency debris monitoring firm. The City of Jackson would have a contractor readily available to monitor the removal and disposal of disaster-generated debris.
5.	<b>Schedule (beginning date)</b>	n/a
6.	<b>Location:</b> WARD CITYWIDE (yes or no)(area) Project limits if applicable	CITYWIDE
7.	<b>Action implemented by:</b> City Department Consultant	Public Works Department
8.	<b>COST</b>	Cost Unknown
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	Solid Waste Enterprise Fund/ 009.506.10.6419 (Funds to be reimbursed by FEMA/MEMA)
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A ___ AABE _____%    WAIVER    yes ___ no ___    N/A ___ WBE _____%    WAIVER    yes ___ no ___    N/A ___ HBE _____%    WAIVER    yes ___ no ___    N/A ___ NABE _____%    WAIVER    yes ___ no ___    N/A ___

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## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE PROPOSAL OF TRUE NORTH EMERGENCY MANAGEMENT TO PROVIDE EMERGENCY DEBRIS MANAGEMENT TO THE CITY OF JACKSON ( ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *City Attorney*

**Nakesha Watkins**, *Legal Counsel* 



**DATE**

OFFICE OF THE CITY ATTORNEY  
September 18, 2017  
NW

# City of Jackson, Mississippi

**Chokwe Antar Lumumba, Mayor  
Equal Business Opportunity (EBO) Division  
Compliance Determinations**

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**Date: 8/17/2017**

**Emergency Debris Monitoring**

**Procurement Category: Architecture/Engineering and Professional Services**

**Bidder: True North Emergency Management LLC**

**Bid Amount: \$**

**Waiver Request: Yes, waiver granted and waiver statement provided.**

**Status: Compliant**

**ABE: (waiver granted for this category)**

**AABE: 20%**

**HBE: N/A**

**NABE: (waiver granted for this category)**

**FBE: (waiver granted for this category)**

**Michael A. Davis, Business Development Manager**\_\_\_\_\_



**ORDER ACCEPTING THE PROPOSAL OF CROWDER GULF TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON (ALL WARDS)**

**WHEREAS**, on July 28, 2016, the City requested proposals to provide emergency debris management and disaster recovery assistance to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household garbage) from public property and public right-of-way in the City of Jackson, Mississippi in response to an emergency event such as, but not limited to, hurricane(s) or other natural or man-made disaster(s); and

**WHEREAS**, City received six sealed proposals on August 30, 2016; and

**WHEREAS**, the Evaluation Committee reviewed the proposals submitted, heard oral presentations from all proposers, and determined that Crowder Gulf provided the best proposal; and

**WHEREAS**, the Department of Public Works recommends that the proposal of Crowder Gulf is accepted as the primary contractor for Emergency Debris Management and Disaster Recovery Assistance, and is added to the Solid Waste Emergency Management Plan.

**IT IS, THEREFORE, ORDERED** that the proposal of Crowder Gulf to provide Emergency Debris Management and Disaster Recovery Assistance to the City of Jackson is accepted.

Item No. 24

Agenda Date: \_\_\_\_\_

By: (Smash, Knotts, Montgomery, Lumumba)



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Jerriot Smash** *JS*

**Council Agenda Item Briefing Memo**

**Agenda Item: ORDER ACCEPTING THE PROPOSAL OF CROWDER GULF TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON (ALL WARDS)**

**Item #:**  
**Council Meeting:** Regular Council Meeting, September 26, 2017  
**Consultant/Contractor:** N/A  
**EBO:** N/A  
**Purpose:** To provide Emergency Debris Management and Disaster Recovery Assistance in response to an emergency storm event.  
**Cost:** N/A  
**Project/Contract Type:** N/A  
**Funding Source:** Solid Waste Enterprise Fund  
**Schedule/Time:**  
**DPW Manager:** Alice Montgomery

**Background:** The Department of Public Works of the City of Jackson, Mississippi, has developed a debris management plan in accordance with relevant Federal Emergency Management Agency guidelines. The Solid Waste Division submitted a Request for Proposals to establish one or more pre-event contracts to provide services to remove and lawfully dispose of disaster generated debris (other than hazardous materials and household garbage) from public property and public right-of-way in the City of Jackson, Mississippi in response to an emergency event such as, but not limited to, hurricane(s) or other natural or man-made disaster(s).

Crowder Gulf has been selected as the primary company for emergency debris management in the event of a major storm in Jackson, MS. Crowder Gulf is a nationally recognized disaster debris management firm with over 47 years experience in disaster recovery operations. Crowder Gulf is familiar with the Mississippi area and the City of Jackson residents, and will provide all resources needed to respond within 12-24 hours notice, to virtually every type and size event requiring disaster recovery.



**City of Jackson  
Department of Public Works**

**Estimated Fees:** The fees are based on the storm event, and exact amounts are unknown. According to the FEMA Public Assistance Debris Monitoring Guide, unit price contracts are used when the individual work tasks are known, but the total amount of work cannot be known in advance. Units of work can be measured in terms of weight, volume, or any other quantifiable measure. The contractor uses estimated quantities to establish a total contract price.

**EBO Compliance Details:**

<b>PROCUREMENT CATEGORY</b>	<b><u>Asian</u> (ABE)</b>	<b><u>African-American</u> (ABE)</b>	<b><u>Hispanic</u> (HBE)</b>	<b><u>Native American</u> (NABE)</b>	<b><u>Female</u> (FBE)</b>
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods and Non-Professional Services	0.04	6.78	0.02	0.00	3.03

**Talking Points:**

- Crowder Gulf has over 47 years experience in disaster recovery operations.
- Crowder Gulf utilizes local, qualified subcontractors, maintaining respect and empathy for the citizens and promoting environmentally safe practices and standard procedures for every disaster debris project.
- They are experienced in being fully compliant with all FEMA regulations, as well as, State and local regulations.
- Crowder Gulf offers pre-event training and technical advice throughout the contract term at no cost.
- Crowder Gulf will assist the client with preparation and submission of project worksheets for FEMA and other federal agencies.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 13, 2017

P O I N T S		C O M M E N T S
1.	<b>Brief Description/Purpose</b>	ORDER ACCEPTING THE PROPOSAL OF CROWDER GULF TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECECOVERY ASSISTANCE TO THE CITY F JACKSON (ALL WARDS)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement
3.	<b>Who will be affected</b>	All City Residents
4.	<b>Benefits</b>	In the event of a major storm, the Public Works Department will have a pre-event contract with a qualified and experienced emergency debris management firm. The City of Jackson would have a contractor readily available to remove and dispose of disaster-generated debris.
5.	<b>Schedule (beginning date)</b>	n/a
6.	<b>Location:</b> WARD CITYWIDE (yes or no)(area) Project limits if applicable	CITYWIDE
7.	<b>Action implemented by:</b> City Department Consultant	Public Works Department
8.	<b>COST</b>	Cost Unknown
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	Solid Waste Enterprise Fund/ 009.506.10.6419 (Funds to be reimbursed by FEMA/MEMA)
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A ___ AABE _____%    WAIVER    yes ___ no ___    N/A ___ WBE _____%    WAIVER    yes ___ no ___    N/A ___ HBE _____%    WAIVER    yes ___ no ___    N/A ___ NABE _____%    WAIVER    yes ___ no ___    N/A ___



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## OFFICE OF THE CITY ATTORNEY

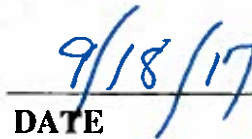
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This **ORDER ACCEPTING THE PROPOSAL OF CROWDER GULF TO PROVIDE EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY ASSISTANCE TO THE CITY OF JACKSON ( ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *City Attorney*

**Nakesha Watkins**, *Legal Counsel* 



**DATE**

**ORDER ACCEPTING MYTHICS, INC. TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE, LICENSING, AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM**

OFFICE OF CITY ATTORNEY  
9/19/2017

**WHEREAS**, the City of Jackson entered into a contract with Siemens, Inc., which included the implementation of a new billing system; and

**WHEREAS**, the City of Jackson advertised for bids for the Oracle Support Renewal for Software Update Licensing and Support; and

**WHEREAS**, the maintenance agreement for support expired on August 31, 2017 and will need to be renewed; and,

**WHEREAS**, Mythics, Inc., submitted the lowest and best bid of \$400,475.99; and,

**WHEREAS**, the maintenance needs for this system have been analyzed and the purchase of maintenance for this system is required for the proper, continuing maintenance of the City's utility billing system.

**IT IS, THEREFORE, ORDERED** that the bid of Mythics, Inc., is accepted at a cost of \$400,475.99 for the period beginning on September 1, 2017 through August 31, 2018.

#25  
09-26-17

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

**09-15-2017**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description</b>	Maintenance agreement for Oracle Database and Customer Care and Billing – the WSBA utility system.								
2.	<b>Public Policy Initiative</b> 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	Infrastructure and Transportation								
3.	<b>Who will be affected</b>	City of Jackson water customers								
4.	<b>Benefits</b>	Allows for water billing system to be properly maintained.								
5.	<b>Schedule (beginning date)</b>	ASAP								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Water system service area								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works								
8.	<b>COST</b>	\$400,475.99								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Water Sewer Enterprise Fund								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___


Department of Public Works



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

## MEMORANDUM

**TO:** Chokwe Antar Lumumba, Mayor  
Office of the Mayor

**FROM:** Jerriot Smash, Director of Public Works 

**DATE:** Friday, September 15, 2017

**RE:** *Oracle CC&B Support Renewal*

---

The attached bid is for the maintenance renewal of Oracle's CC&B software system. The City uses CC&B for the Water Billing System. This bid covers the Database, software, licensing, and Portal.

The City received one bid. Mythics offered the lowest bid which met the specifications for \$400,475.99. Therefore, it is recommended the City accept the bid from Mythics at a cost of \$400,475.99.






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 MYTHICS, INC. TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE, LICENSING AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *City Attorney*  
Terry Williamson, *Legal Counsel* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
250  
9/19/17

OFFICE OF THE CITY ATTORNEY  
September 19, 2017  
[Signature]

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, INC. FOR THE GROVE PARK DRAINAGE IMPROVEMENTS PHASE II, CITY PROJECT NUMBER 15B5007.401. (WARD 4)**

**WHEREAS** the City of Jackson Public Works Engineering Division desires to have design to provided erosion stabilization and flood control to a section of Town Creek Tributary No. 4 in Grove Park located in Jackson, MS , Hinds County, MS; and

**WHEREAS**, Crown Engineering, PLLC., a local Multi-Discipline Civil Engineering firm located in Jackson, Mississippi submitted Statement of Qualifications based on Public Works Engineering Division solicitation for professional engineering services; and

**WHEREAS**, Crown Engineering, PLLC, has submitted a proposal based on their Statement of Qualifications to provide the City of Jackson Public Works Engineering Division Design Engineering services at a cost not to exceed \$27,500.00 for the Grove Park Drainage Improvements Phase II; and

**WHEREAS**, the Public Works Engineering Division recommends the City of Jackson enter into an Engineering Services Agreement with Crown Engineering, PLLC, in the amount of \$27,500.00 for the Grove Park Drainage Improvements Phase II, City Project Number 15B5007.401.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute all related documents pertaining to an engineering services agreement with Crown Engineering, PLLC, for an amount not to exceed \$27,500.00 for the Grove Park Drainage Improvements Phase II, City Project Number 15B5007.401.

ITEM # 26  
DATE: \_\_\_\_\_  
BY: WILLIAMS, SMASH, LUMUMBA


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**September 12, 2017**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, INC. FOR THE GROVE PARK DRAINAGE IMPROVEMENTS PHASE II, CITY PROJECT NUMBER 15B5007.401. (WARD 4)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.
3.	<b>Who will be affected</b>	Grove Park
4.	<b>Benefits</b>	Drainage & Flooding Improvements
5.	<b>Schedule (beginning date)</b>	When contracts are executed.
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 4.
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	<b>COST</b>	Engineering Design & Construction Administration- \$27,500.00
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451355B50074016413
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A ___ AABE _____%      WAIVER    yes ___ no ___      N/A ___ WBE _____%      WAIVER    yes ___ no ___      N/A ___ HBE _____%      WAIVER    yes ___ no ___      N/A ___ NABE _____%      WAIVER    yes ___ no ___      N/A ___



City of Jackson  
Department of Public Works

### Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba  
From: Jerriot Smash, Interim Director   
Date: September 12, 2017

**Agenda Item:** Engineering Services Agreement with Crown Engineering for the Grove Park Drainage Improvements Phase II  
**Item #:**  
**Council Meeting:** Regular Council Meeting, September 26, 2017  
**Consultant/Contractor:** Crown Engineering

**EBO Compliance Details:**

- ABE: 0%
- AABE: 96.36%
- HBE: 0%
- NABE: 0%
- FBE: 3.63%

**Purpose:** Drainage Improvements  
**Cost:** \$27,500.00  
**Project/Contract Type:** Drainage Improvements Design Services  
**Funding Source:** Fund 156  
**Schedule/Time:** October 2017  
**DPW Manager:** Charles Williams Jr., PE, PhD

**Background:**

Attached, you will find an item for the City Council Agenda to authorize the Mayor to enter into an agreement with Crown Engineering, PLLC, for the Grove Park Drainage Improvements Phase II.

The City of Jackson received assistance from the Natural Resources Conservation Service (NRCS) to help stabilize a section of Town Creek Tributary No. 4 within Grove Park. The section stabilized was done to improve water flow and stabilize the section by the ball fields to improve the Grove Park grounds. The Engineering Division has recognized that additional work is needed to help improve water flow and erosion on Town Creek Tributary No. 4 within Grove Park near Parkway





**City of Jackson  
Department of Public Works**

Avenue and Overbrook Drive. The additional design work will provide relief to those residents on Overbrook affected by erosion and flooding.

Crown Engineering a local Jackson design engineering firm was selected to perform design engineering services. The design firm will provide plans and specifications for Grove Park Drainage Improvements Phase II.

It is the recommendation of this office that the Mayor is authorized to execute an engineering service agreement with Crown Engineering in an amount of not exceeding \$27,500.00. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

**Talking Points:**

**Grove Park Drainage Improvements Phase II**

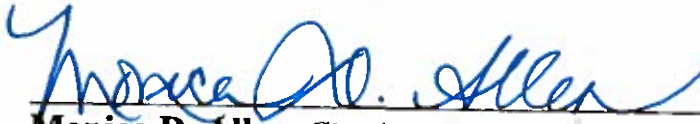
- The City has received several complaints from residents on Overbrook Drive on the north side of Grove Park.
- The City of Jackson Department of Public Works was given Federal Funds from the NRCS to assist with erosion and flooding within the Grove Park.
- The City would like to extend that work toward Parkway Avenue to help the residents on Overbrook Drive.
- The City of Jackson is in need of a design consultant to provide plans and specifications for Grove Park Drainage Improvements Phase II.
- Crown Engineering submitted a proposal to provide the requested services at a price not to exceed \$27,500.00.

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, INC. FOR THE GROVE PARK DRAINAGE IMPROVEMENTS PHASE II, CITY PROJECT NUMBER 15B5007.401 (WARD 4) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Nakesha Watkins, Legal Counsel 

DATE

9/19/17

OFFICE OF THE CITY ATTORNEY  
Nakesha Watkins  
9/19/17



OFFICE OF THE CITY ATTORNEY  
September 19, 2017  
RW

**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY FOR THE NRCS EWP DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 16B5002.901. (WARDS 3, 4, & 7)**

**WHEREAS**, on March 3, 2017, the City of Jackson accepted Fordice Construction Company's bid of \$525,300.00 for the NRCS EWP Drainage Improvements, City Project No.16B5002.901; and

**WHEREAS**, the contract work involved drainage improvements to three sites located at Nimitz Street, Pleasant Avenue, and Grove Park within the City of Jackson corporate limits; and

**WHEREAS**, Change Order No. 1/Final represents a 2.0% decrease to the current contract amount due to the adjustment of quantities and the removal or addition of items; and

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

**WHEREAS**, the current contract amount is \$525,300.00 and the decreased contract amount will be \$517,532.96; and

**WHEREAS**, the Department of Public Works recommends final payment in the amount of \$89,733.61 to Fordice Construction Company; and

**WHEREAS**, the bonding company Fidelity and Deposit Company of Maryland Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE, ORDERED** that Change Order No. 1/Final to the contract of Fordice Construction Company, decreasing the contract amount by \$7,767.04 to a final contract amount of \$517,532.96 is authorized.

**IT IS FURTHER ORDERED** that the City make final payment in the amount of \$89,733.61 and release all securities held to Fordice Construction Company, for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the NRCS EWP Drainage Improvements, City Project No.16B5002.901.

#27  
09-26-17

**ITEM #**

---

**DATE:**

---

**BY:**

**SMASH, WILLIAMS, LUMUMBA**



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**September 11, 2017**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY FOR THE NRCS EWP DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 16B5002.901. (WARDS 3, 4, &amp; 7)</b>																																													
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	Residents & businesses in Wards (3,4,& 7)																																													
4.	<b>Benefits</b>	Drainage Improvement																																													
5.	<b>Schedule (beginning date)</b>	This project is completed.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	This project is located in Wards 3, 4, & 7.																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Final Cost: \$517,532.96, Final Payment: \$89,733.61																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Fund 148, Account No. 148-451906B50029016485 Fund 085, Account No. 085-919206B50029016485 Federal Share (75%) \$137,750.00 City of Jackson (25%) \$ 45,750.00 <u>Total: \$183,000.00</u> CDBG: \$342,300.00, Total: \$525,300.00																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF FORDICE CONSTRUCTION COMPANY FOR THE NRCS EWP DRAINAGE IMPROVEMENTS, CITY PROJECT NUMBER 16B5002.901, (WARDS 3,4, &7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Nakesha Watkins, Legal Counsel *NW*

9/19/17


DATE

OFFICE OF THE CITY ATTORNEY  
9/19/17  
Nakesha Watkins



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Chokwe Antar Lumumba  
**From:** Jerriot Smash, Interim Director   
**Date:** September 11, 2017

**Agenda Item:** NRCS EWP Drainage Improvements (Grove Park, Pleasant Avenue & Nimitz Street)

**Item #:**

**Council Meeting:** Regular Council Meeting, September 26, 2017

**Consultant/Contractor:** Fordice Construction Company

**EBO Compliance Details:**

- ABE: 0%
- AABE: 12.5%
- HBE: .0761%
- NABE: N/A
- FBE: 4.69%

**Purpose:** Drainage Improvements  
**Cost:** Final Cost \$517,532.96  
**Project/Contract Type:** Construction  
**Funding Source:** NRCS/CDBG  
**Schedule/Time:** Completed August 2017  
**DPW Manager:** Charles Williams Jr., PE, PhD

**Background:**

Attached, you will find an item for the City Council Agenda authorizing final payment to Fordice Construction Company, in the amount of \$89,733.61, for EWP Drainage Improvements (Grove Park, Pleasant Avenue & Nimitz Street).

City staff has performed a field inspection, and has determined Fordice Construction Company has performed their contractual obligations.

The City of Jackson requested assistance from the Natural Resources Conservation Service (NRCS) in April 2014. The request was made on behalf of a rainfall storm event that caused



**City of Jackson  
Department of Public Works**

damage to homes, businesses, and structures. The City Public Works staff along with the NRCS personnel visited several sites for EWP consideration, and three sites were approved for funding. The funding allocations was in the amount of \$183,000.00 with a Federal/City match 80/20%. The City will also use CDBG funds to cover the remainder of the construction expenses.

It is the recommendation of this office that final payment in the amount of \$89,733.61 be made to Fordice Construction Company. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

**Talking Points:**

EWP Drainage Improvements Talking Points

- The contractor repaired embankment erosion at three sites: Grove Park, Pleasant Avenue, and Nimitz Street.
- The contractor performed the work within one hundred and twenty calendar days.
- The project was be funded by NRCS grant funds, and CDBG funds.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING, INC. FOR THE MILL STREET PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(001)LPA/107313-711000 (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
September 28, 2017  
RML

**WHEREAS**, the City of Jackson received \$3,000,000.00 from the Mississippi Transportation Commission and \$171,000.00 in MPO STP funds for improvements to Mill Street between Capitol Street and Fortification Street; and

**WHEREAS**, the City of Jackson followed the MDOT process for selecting a consultant engineer and selected Stantec Consulting, Inc.; and

**WHEREAS**, Stantec Consulting, which has concluded conceptual design and pavement analysis and is ready to move forward with full project design, has provided a cost estimate of \$190,068.27 to provide preliminary engineering services for the project.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a preliminary engineering services contract with Stantec Consulting, Inc., for the Mill Street Project, Federal Aid Project No. STP-7261-00(001)LPA/107313-711000, in an amount not to exceed \$190,068.27.

Item#: 28 \_\_\_\_\_

Agenda: \_\_\_\_\_


By: Smash, Williams, R. Lee, Lumumba





**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jerriot Smash   
Interim Director

**Date:** September 18, 2017

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting, Inc for the Mill Street Project.

The City of Jackson has \$3,000,000.00 in Mississippi Transportation Commission funds and \$171,000.00 in regional surface transportation project construction funds from MAP-21 to rehabilitate Mill Street from Capitol Street to Fortification Street. The City utilized the MDOT selection procedure to select Stantec Consulting. To begin the project, Stantec was tasked with providing a conceptual preliminary engineering design to determine right-of-way widths, pavement and subgrade structure and develop design concepts. The design concepts for Mill Street include removing all of the old asphalt and trolley rails, repairing the concrete, and resurfacing the roadway. In addition, bike lanes and organized parking spaces will be provided from Amite Street to Monument Street, a new traffic signal will be installed at Mill Street and Monument Street, a wider sidewalk and organized parking spaces will be in front of the houses between Monument Street and Cohea Street, and a shared use path north of Cohea Street that can be extended north through the Midtown neighborhood as part of other future projects.

Stantec is ready to move forward with full design including construction plans and specifications. Stantec has provided a proposed contract with an amount not to exceed \$190,068.27. It is the recommendation of Public Works that this agenda item be approved.

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

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

**September 18, 2017**  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting, Inc for the Mill Street Project
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	Residents, businesses, and motorists along Mill Street
4.	<b>Benefits</b>	Provide engineering services for a federal aid street project
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 7. Mill Street from Capitol Street to Fortification Street.
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Public Works Department, Engineering Division
8.	<b>COST</b>	Not to exceed \$190,068.27
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	MDOT Appropriation (100%)  Fund 361
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY  
September 20, 2017  
NW

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING, INC. FOR THE MILL STREET PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(001)LPA/107313-711000 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Monica D. Allen**, *City Attorney*  
**Nakesha Watkins**, *Legal Counsel* NW

  
\_\_\_\_\_  
**DATE**

OFFICE OF THE CITY ATTORNEY  
September 30, 2017  
rhw

**ORDER AUTHORIZING THE DEMOLITION OF THE FORMER JACKSON POLICE PRECINCT FOUR SUBSTATION (WARD 7)**

**WHEREAS** Section 17-25-25 of the Mississippi Code authorizes municipalities to dispose of real or personal property belonging to it which has ceased to be used for a municipal purpose in a manner it deems appropriate upon finding that the fair market value is zero;

**WHEREAS**, there is municipal property located at 4940 Old Canton Road, Jackson, Mississippi 39211, which previously housed the Jackson Police Precinct Four Substation; and

**WHEREAS**, the substation is vacant and in a state of disrepair because of substantial fire, water, and mold damage; and

**WHEREAS**, the substation has not been operable for a substantial period of time and has ceased to be used for a municipal purpose; and

**WHEREAS**, the Department of Public Works and the Department of Parks and Recreation recommend that the governing authorities authorize the demolition of the vacated property to allow substantial improvements under the Parham Bridges Park Entrance Improvements Project by the Department of Public Works.

**WHEREAS**, the governing authorities for the City of Jackson believe that the fair market value of the substation in its current state of disrepair is zero; and

**WHEREAS**, the governing authorities for the City of Jackson find that it is necessary to dispose of the substation by demolition and removal of the debris; and

**IT IS THEREFORE ORDERED**, that disposal of former Police Precinct Four Substation located at 4940 Old Canton Road, Jackson, Mississippi 39211 occur by demolition, and the demolition shall be performed by the Department of Parks and Recreation

**APPROVED FOR AGENDA:**

ITEM # 29

AGENDA DATE: \_\_\_\_\_

BY: SMASH, HARRIS, LUMUMBA



**City of Jackson  
Department of Public Works**

**To: Mayor Chokwe A. Lumumba**

**From: Jerriot Smash** 

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE DEMOLITION OF THE FORMER JACKSON POLICE PRECINCT FOUR SUBSTATION (WARD 7)**

**Item #:**  
**Council Meeting:** Regular Council Meeting, September 26, 2017  
**Consultant/Contractor:** N/A  
**EBO:** N/A  
**Purpose:** To authorize the demolition of municipal property with a fair market value of zero for the entrance improvements to Parham Bridges Park  
**Cost:** Estimated cost is \$5,000.00  
**Project/Contract Type:** N/A  
**Funding Source:** 215-504103B80012016485  
**Schedule/Time:** Work will begin upon council approval  
**DPW Manager:** Charles Williams, Jr., P.E., Ph.D.  
**Background:** The Parham Bridges Park Entrance Improvements Project is the first of a multi-phase construction project. This phase will provide a new entrance off of Old Canton Road next to Hanging Moss Creek. This site is currently occupied by the now-vacant Police Precinct Four Substation. This new entrance will allow for the closing and removal of the existing entrance.

**Talking Points:**

- This project will allow tennis court expansion to take place at the facility.
- This is the first phase of turning the Parham Bridges Tennis Facility into a premier destination tennis facility, hosting events that will bring people in from all over the state and throughout the southeast region.
- These events generate sales tax revenue throughout the year. Tennis is not seasonal like other sports.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**September 18, 2017**

<b>POINTS</b>		<b>COMMENTS</b>
<b>1.</b>	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE DEMOLITION OF THE FORMER JACKSON POLICE PRECINCT FOUR SUBSTATION (WARD 7)
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items four, five, six, and seven
<b>3.</b>	<b>Who will be affected</b>	Users of the tennis facility and park
<b>4.</b>	<b>Benefits</b>	This first phase will add courts which translates into tourism and sales tax dollars as the facility will be in the position to host even more state and regional tennis events.
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon council approval
<b>6.</b>	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 7.
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
<b>8.</b>	<b>COST</b>	Estimated cost is \$5,000.00
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	215-504103B80012016485
<b>10.</b>	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A    ___x___ AABE _____%      WAIVER    yes ___ no ___      N/A    ___x___ WBE _____%      WAIVER    yes ___ no ___      N/A    ___x___ HBE _____%      WAIVER    yes ___ no ___      N/A    ___x___ NABE _____%      WAIVER    yes ___ no ___      N/A    ___x___

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE DEMOLITION OF THE FORMER POLICE  
PRECINCT FOUR SUBSTATION (WARD 7) is legally sufficient for placement in NOVUS  
Agenda.



\_\_\_\_\_  
Monica D. Allen, *City Attorney*

Nakesha Watkins, *Legal Counsel* NW

\_\_\_\_\_  
DATE

9/20/17

OFFICE OF THE CITY ATTORNEY  
SUBMITTED  
NWA  
2017

OFFICE OF THE CITY ATTORNEY  
September 20, 2017  
LUM

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE PARHAM BRIDGES PARK ENTRANCE IMPROVEMENTS PROJECT, PROJECT NUMBER 3B8001 (WARD 7).**

**WHEREAS**, the Parham Bridges Park Entrance Improvements Project, Project Number 3B8001 advertised for bids on April 27 and May 4, 2017; and

**WHEREAS**, three (3) bids were received in response to the City's advertisement for bids and opened on May 30, 2017; and

**WHEREAS**, the Bid received from Hemphill Construction Company, Inc., in the amount of \$98,483.00, was the lowest bid received and met specifications; and


**WHEREAS**, the Department of Public Works recommends that the City accept the Bid, as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the Bid of Hemphill Construction Company, Inc., in the total amount of \$98,483.00 for Parham Bridges Park Entrance Improvements Project, Project Number 3B8001 is accepted as the lowest and best bid in accordance with the City's Advertisement For Bidders, said bid, and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

**ITEM #** 30  
**DATE:** \_\_\_\_\_  
**BY:** SMASH, WILLIAMS, EWING, LUMUMBA

## MEMORANDUM

**TO:** Chokwe Antar Lumumba, Mayor  
City of Jackson

**FROM:** Jerriot Smash, Interim Director   
Public Works Department

**DATE:** September 6, 2017

**RE: AGENDA ITEM FOR THE CITY COUNCIL MEETING**

Attached, you will find an item for the City Council Agenda requesting acceptance of the Bid of Hemphill Construction Company, Inc., in the amount of \$98,483.00 for the Parham Bridges Park Entrance Improvements Project, Project Number 3B8001.

City staff has reviewed the Bid and has determined that it is acceptable.

The Parham Bridges Park Entrance Improvements Project is the first of a multi-phase construction project. This phase will provide a new entrance off of Old Canton Road next to Hanging Moss Creek. This site is currently occupied by the now-vacant Police Precinct Four Substation. This new entrance will allow for the closing, and removal, of the existing entrance. The second phase would include the construction of four (4) new courts where the existing drive is now located. Additional phases would increase the number of courts while slightly modifying the existing walking trail, playground improvements to the existing playground, the addition of a splash pad and nature area, with strong pedestrian ties from the tennis facility to the playground area and the existing Willie Morris Library.

This initial phase is being funded through generous gifts from Parham Bridges, Jr., and the LeFleur East Organization. This construction will show the City's commitment to the area and construction will assist in the raising of additional funds for additional phases. Grants are also being investigated for possible funding sources, as well.

It is the recommendation of this office that this contract be awarded. If you have any questions, or require additional information, please do not hesitate to contact this office at 960-1823.

/ge

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

September 6, 2017

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	To provide a new entrance into the Parham Bridges Tennis Facility off of Old Canton Road next to Hanging Moss Creek.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items four, five, six, and seven.
3.	<b>Who will be affected</b>	The users of the tennis facility and park.
4.	<b>Benefits</b>	This first phase will create a new entrance into the facility. Additional phases will add courts which translates into tourism and sales tax dollars as the facility will be in the position to host even more state and regional tennis events.
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	This project is located in Ward Seven.
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division of Public Works.
8.	<b>COST</b>	Bid - \$98,483.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input checked="" type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Private funding contributed to the City 215-504.10-3B8001-201-6485
10.	<b>EBO participation</b>	ABE _____%    WAIVER yes ___ no ___    N/A ___ AABE _____%    WAIVER yes ___ no ___    N/A ___ WBE _____%    WAIVER yes ___ no ___    N/A ___ HBE _____%    WAIVER yes ___ no ___    N/A ___ NABE _____%    WAIVER yes ___ no ___    N/A ___



Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

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This ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE PARHAM BRIDGES PARK ENTRANCE IMPROVEMENTS PROJECT, PROJECT NUMBER 3B8001 (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Nakesha Watkins, Legal Counsel 

9/20/17  
DATE

**Council Agenda Item Memorandum**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Jerriot Smash, Interim Director  
Public Works Department

**Date:** September 6, 2017

**Agenda Item:**

**Item #:**

**Council Meeting:**

**Consultant/Contractor:** Hemphill Construction Company, Inc.

**EBO Compliance Details:**

**Purpose:** To provide a new entrance into the Parham Bridges Tennis Facility off of Old Canton Road next to Hanging Moss Creek.

**Cost:** Bid - \$98,483.00

**Project/Contract Type:** Construction

**Funding Source:** Private funding contributed to the City

**Schedule/Time:** Work will commence once contracts are signed

**DPW Manager:** Charles Williams, Jr., P.E., Ph.D.

**Background:** The project began in 2016 with the receipt of a private funding from Parham Bridges, Jr., for improvements to the park, (named after his father). The Lefleur East Organization is contributing \$15,000.00 to allow us to proceed with the work. The Parham Bridges Park Entrance Improvements Project is the first of a multi-phase construction project. This phase will provide a new entrance off of Old Canton Road next to Hanging Moss Creek. This site is currently occupied by the now-vacant Police Precinct Four Substation. This new entrance will allow for the closing, and removal, of the existing entrance. The second phase would include the construction of four (4) new courts where the existing drive is now located. Additional phases would increase the number of courts while slightly modifying the existing walking trail, playground improvements to the existing playground, the addition of a splash pad and nature area, with strong pedestrian ties from the tennis facility to the playground area and the existing Willie Morris Library.

**Talking Points:**

- This project will allow tennis court expansion to take place at the facility.
- This is the first phase of turning the Parham Bridges Tennis Facility into a premier destination tennis facility, hosting events that will bring people in from all over the state and throughout the southeast region.
- These events generate sales tax revenue throughout the year. Tennis is not seasonal, like other sports.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, DEPARTMENT OF PARKS & RECREATION AND MY BROTHER'S KEEPER, INCORPORATED, APPROVING THE CONSTRUCTION OF A PERMENANT SHADED STRUCTURE AT LAKE HICO PARK, LOCATED AT 4851 WATKINS DRIVE, AND THE CONTINUED USE OF A POP-UP FARMERS MARKET AT BATTLEFIELD PARK, LOCATED AT 953 WEST PORTER STREET, JACKSON, MISSISSIPPI. (WARDS 4 & 7) (HARRIS, LUMUMBA)**

**WHEREAS**, My Brother's Keeper, would like to partner with the City of Jackson, Mississippi ("City") to construct a shaded structure at Lake Hico Park. USDA will provide the funds to develop a permanent space for the Jump Start Jackson Farmers Market, at no cost to the "City"; and

**WHEREAS**, the City of Jackson, Department of Parks & Recreation, has partnered with My Brother's Keeper, Incorporated, the past several years, to provide access to fresh fruits and vegetables to our community and area residents. Since its inception, Jump Start Jackson Farmers Market has conducted more than 50 markets and has increased access to consumption of fresh produce for more than 75,000 residents; and

**WHEREAS**, My Brother's Keeper, Incorporated, will provide the City proof of liability insurance in the amount of one million dollars (\$1,000,000), annually, and will add the City as an additional insured, prior to signing the MOU; and

**WHEREAS**, the City of Jackson, Department of Parks & Recreation in partnership with My Brother's Keeper, Incorporated will jointly increase the access to and availability of farmers' markets, roadside stands, and other direct producer-to-consumer markets in low access/low income, minority communities by providing access to fresh fruits and vegetables at Lake Hico and Battlefield Parks; and

**WHEREAS**, the City of Jackson, Mississippi, has offered to enter into a Memorandum of Understanding with My Brother's Keeper, Incorporated, by which My Brother's Keeper will build a permanent shaded structure at Lake Hico Park, and continue to use Battlefield Park as a Pop-Up Farmer's Market.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding (MOU) between the City of Jackson, Department of Parks & Recreation, and My Brother's Keeper, upon Council approval, for as long as the City agrees to allow detailed activity to take place as a community service, unless terminated earlier.

ITEM #: 31  
DATE: \_\_\_\_\_  
BY: HARRIS, LUMUMBA

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

**September 19, 2017**


**Date**

<b>P O I N T S</b>		<b>C O M M E N T S</b>										
<b>1.</b>	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute a Memorandum of Understanding between the City of Jackson, Department of Parks & Recreation and My Brother's Keeper, Incorporated, approving the construction of a permanent shaded structure at Lake Hico Park, located at 4851 Watkins Drive, and the continued use of a Pop-up Farmers Market at Battlefield Park, located at 953 West Porter Street, Jackson, Mississippi.										
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 7. Quality of Life										
<b>3.</b>	<b>Who will be affected</b>	Battlefield Park, Lake Hico and all guests and patrons.										
<b>4.</b>	<b>Benefits</b>	To construct a permanent shaded structure at Lake Hico Park and to provide the continued service of a Pop-Up Farmers Market at Battlefield.										
<b>5.</b>	<b>Schedule (beginning date)</b>	After approval of the agreement by the City of Jackson.										
<b>6.</b>	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no)</b> (area) ■ <b>Project limits if applicable</b>	Yes  Battlefield Park (Ward 7) & Lake Hico Park (Ward 4)										
<b>7.</b>	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation										
<b>8.</b>	<b>COST</b>	No cost to the City of Jackson.										
<b>9.</b>	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	My Brother's Keeper, Incorporated										
<b>10.</b>	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	100	%	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>



Department of Parks & Recreation  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0471 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)

# MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Ison B. Harris, Jr., Interim Director, Department of Parks & Recreation   
**Date:** September 19, 2017  
**Re:** My Brother's Keeper - Memorandum of Understanding (MOU)

Attached, is an item for the agenda authorizing the Mayor to execute a Memorandum of Understanding (MOU) between the City of Jackson, Department of Parks & Recreation, and My Brother's Keeper, to construct a permanent shaded structure at Lake Hico Park and too provide the continued service of the Pop-Up Farmers Market at Battlefield Park.

USDA will provide the funds to develop a permanent space for the Jump Start Jackson Farmers Market, at no cost to the "City".

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

IBHjr/pb



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
9/20/17


## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, DEPARTMENT OF PARKS & RECREATION AND MY BROTHER'S KEEPER, INCORPORATED, APPROVING THE CONSTRUCTION OF A PERMANENT SHADED STRUCTURE AT LAKE HICO PARK, LOCATED AT 4851 WATKINS DRIVE, AND THE CONTINUED USE OF A POP-UP FARMERS MARKET AT BATTLEFIELD PARK, LOCATED AT 953 WEST PORTER STREET, JACKSON, MISSISSIPPI. (WARDS 4 & 7)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Monica D. Allen**, *City Attorney*

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

  
\_\_\_\_\_  
*DATE*

**ORDER APPOINTING ROBERT MILLER, DIRECTOR OF THE PUBLIC WORKS DEPARTMENT, CITY OF JACKSON, MISSISSIPPI.**

CITY OF THE CITY OF JACKSON  
Robert Miller  
9/26/17

**WHEREAS**, on September 26, 2017, the Mayor nominated Robert Miller as the Director of the Public Works Department for the City of Jackson, Mississippi; and

**WHEREAS**, the nomination came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

**WHEREAS**, the City Council has considered the nomination, and a majority of the Council present and voting has determined that the nomination should be confirmed.

**IT IS, THEREFORE, ORDERED** by the City Council of the City of Jackson, Mississippi, that Robert Miller is appointed as Director of the Department of Public Works for the City of Jackson, Mississippi.

#32  
09-26-17

# MEMORANDUM

Office of the Mayor  
(601) 960-1084



TO: Honorable Members of the Jackson City Council

FROM: Chokwe A. Lumumba, Mayor

DATE: September 25, 2017

**RE: Appointment – Robert Miller**

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Pursuant to Section 21-8-23 of the Mississippi Code Annotated (1972), as amended, I am requesting that the attached agenda item be placed on the agenda to confirm the September 26, 2017, nomination of Robert Miller as Director of Public Works at a salary of One-Hundred Twenty-Five Thousand Nine-Hundred Ninety-Two Dollars and Eight Cents (\$125,992.08). Information reflecting Mr. Robert Millers qualifications is attached.

Thank you for your favorable consideration of this request.

Attachment

Office of the City Attorney

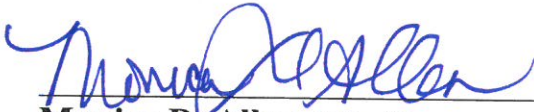
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
Miller 9/20/17

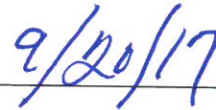
## OFFICE OF THE CITY ATTORNEY

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This **ORDER APPOINTING ROBERT MILLER, DIRECTOR OF THE PUBLIC WORKS DEPARTMENT, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



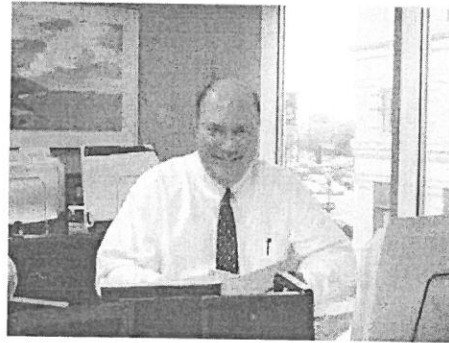
**Monica D. Allen**, *City Attorney*



**DATE**

**Robert K. Miller**  
25 Kings Canyon Drive  
New Orleans, LA 70131

Work 504-585-2202  
Home 504-644-4238  
Cell 504-218-3814  
[rmiller@swbno.org](mailto:rmiller@swbno.org)



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## **PROFESSIONAL EXPERIENCE**

### **Sewerage and Water Board of New Orleans**

#### **2014 – Present Deputy Director / Chief Financial Officer**

Administrative management of finance, customer service, and information technology groups.

#### **2009-2014 Deputy Director**

Administrative management of Strategic Planning, Accounting, Budgeting, Purchasing, Customer Service, Human Resources, Information Technology, Risk Management, Fleet Maintenance, Warehouse, Internal Audit, and other operations support services.

### **Key Accomplishments**

- Served as Interim Executive Director in 2014.
- Developed *Sewerage and Water Board Strategic Plan 2011-2020* adopted by Board of Directors
- Participated in restructuring of Board governance practices and organization design
- Built effective relationships with elected officials and stakeholders for cooperative approach to project engineering design and construction of public works projects
- Led *Financial Plan and Rate Study 2011-2020* adopted by Board of Directors
- Led public participation process for adoption of eight-year program of ten percent annual water and sewer rate increases
- Led multi-step upgrades in water, sewer, and drainage system bond ratings from junk ratings to A-/A/A+ ratings.
- Successfully implemented new billing system, including automated call distribution system, interactive voice response system, electronic bill presentment system, customer web portal, and electronic work management system

### **Municipal and Financial Services Group**

#### **2008 – 2009 Senior Manager**

Management consultant to water and wastewater utilities focusing on enterprise risk management, internal control, financial analysis, and rate studies.

### **Louisville Water Company**

#### **1991 – 2008 Vice President – Treasurer**

#### **Key Accomplishments**



- Leadership role in award-winning union-management partnership
- Developed utility valuation and acquisition methodologies used in acquisition of seven water utilities and doubling of service area
- Led financial management practice improvements resulting in upgrade of bond ratings to AA1 / Aa+
- Led four bond issues raising \$297.5 million for capital improvement programs and refinancing outstanding debt creating \$19.3 million in present value debt service savings
- Developed rate mechanism to support water main replacement and renewal program
- Sponsored implementation of ORACLE financial information system, PeopleSoft human resources information system, and other major systems on time and on budget with full design capabilities
- Implemented COSO best practices for governance, enterprise risk management, regulatory compliance, and internal controls
- Implemented attestation of controls for financial statements and procurement contracts
- Developed justification for financial returns by municipally owned utilities
- Leadership role in AWWA business practice standards development
- Initiated implementation of ITIL and COBIT best practices
- Initiated business resiliency planning

### **Areas of Responsibility**

Financial Management      Responsible for financial accounting, project accounting, fixed asset accounting, budgeting, ratemaking, and purchasing.

Information Technology      Responsible for information supply architecture, technical architecture, data architecture, and organization architecture.

Risk Management      Responsible risk identification, analysis, and mitigation, claims handling, insurance, and disaster recovery and business continuity planning.

Business Planning      Responsible for strategic and operational planning, and business performance measurement (1995 – 2003).

Human Resources      Responsible for salary and benefits administration, hiring and promotions, labor and union relations, and training (1995 – 2001).

Corporate Secretary      Responsible for corporate records, board meeting planning, and board relations (1992 – 1999).

1990 – 1991	Assistant Treasurer
1989 – 1990	Distribution Operations Support Manager
1986 – 1989	Information Technology Systems Analyst
1984 – 1986	Information Technology Programmer / Analyst
1982 – 1984	Accounting Coordinator

### **EDUCATION**

<b>1982</b>	<b>Indiana University</b> Bloomington, IN	<b>Masters Degree in Business Administration</b> Major in Managerial Finance and Banking
<b>1979</b>	<b>University of Louisville</b> Louisville, KY	<b>Bachelors Degree in Commerce</b> Major in Finance and Management

## **PROFESSIONAL AFFILIATIONS**

### **American Water Works Association**

QualServe Peer Reviewer at Santa Clara Valley Water District (California), San Antonio Water System (Texas), Halifax Regional Water Commission (Nova Scotia), Portland Water Bureau (Oregon), Kansas City Water Service Department (Missouri), San Diego Public Utilities Department (California) and Team Leader at Massachusetts Water Resources Authority (Boston)  
Business Practices Standards Committee Member Vice-Chair (past)  
Utility Management Standards Committee Member (past)  
Finance, Accounting, and Management Controls Committee Chair (past)  
Management Controls Sub-Committee Chair (past)

### **American Water Works Association Research Foundation**

Project Participating Utility Member "Risk Analysis Strategies for Defensible and Defensible Utility Decisions"

Project Participating Utility Member "Enhancement of QualServe Self-Assessment Tools to Improve Utility Operations"

Project Advisory Committee Member "Improving Water Utility Capital Efficiency"

**Association of Metropolitan Water Agencies**, Utility Management Committee Member

**Utility Executive Review Board**, Reviewer "The Changing Landscape of Water and Wastewater Finance and Pricing" textbook

**Institute of Environmental Communications**, Fellow

## **PRESENTATIONS AND PUBLICATIONS**

Miller, R. K. and M. St. Martin, C. Grant, R. Manning, J. Thomas (2013), Spotlight on New Orleans: Creating a Comprehensive Water Management Strategy, presented at One Water Leadership Summit, September 2013, Los Angeles, CA

Miller, R. K. (2012), Building Utility Resilience through Long-Term Financial Planning, presented at Building Resilience Workshop III, March 2012, New Orleans, Louisiana

Miller, R. K. (2010), Ensuring Operational Resiliency and Optimization through Internal Control - An Introduction to the COSO Internal Control Integrated Framework, presented at AWWA / WEF 2010 Utility Management Conference, February 2010, San Francisco, California

Miller, R. K. and A. Halloran (2010), Louisville Water Company Approach to Internal Control, presented at AWWA / WEF 2010 Utility Management Conference, February 2010, San Francisco, California

Miller, R. K. and E. J. Donahue (2010), Orange Water and Sewer Authority Internal Control Review - A Case Study, presented at AWWA / WEF 2010 Utility Management Conference, February 2010, San Francisco, California

Miller, R. K. (2009), Financial Management Practices to Support Sustainable Development, presented at 2009 Wuhan International Conference on the Environment, October 2009, Wuhan, China

Miller, R. K. (2009), Managing Utility Finance and Administration, presented at National Rural Water Association H2O-XPO, October 2009, Louisville, Kentucky

- Miller, R. K. (2009), Corporate Governance During a Worldwide Financial Crisis, presented at Institute of Internal Auditors, Louisville Chapter, March 2009, Louisville, Kentucky
- Miller, R. K. (2009), Financial Planning for Rural Water Utilities, presented at Kentucky Rural Water Association Utility Management Institute, February 2009, Bowling Green, Kentucky
- Miller, R. K. (2008), Cost Based Rates and Cost of Service - Having a Plan and Being Prepared, presented at Cumberland Valley Area Development District Water Management Planning Council Meeting, December 2008, London, Kentucky
- Miller, R. K. and A. Halloran (2008), Improving the Reliability of Utility Financial Reporting through Enhanced Internal Controls, presented at 2008 AWWA Annual Conference, June 2008, Atlanta, Georgia
- Miller, R. K. (2008), Disaster Recovery and Business Continuity Planning – Business Impact Analysis, presented at EMC Webinar, March 2008..
- Miller, R. K. (2008), Accounting Systems for Water Utilities – Introduction to Louisville Water Company, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Miller, R. K. (2008), Review of Customer Accounting Systems: Components, Objectives, Risks, and Controls, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Miller, R. K. (2008), Fees and Charges, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Miller, R. K. (2008), Computation of Revenue Requirements, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Miller, R. K. (2008), Rate Design Issues, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Miller, R. K. (2008), Special Alternative Ratemaking Considerations, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Miller, R. K. (2008), Customer Accounting System Issues: Computation of Bills, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Miller, R. K. (2008), Customer Accounting System Issues: Posting of Payments, presented at Armenian State Water Committee and the Armenian Public Service Regulatory Commission, March 2008, Yerevan, Armenia.
- Wang, J. Z. and R. K. Miller (2008), Enhancing Water Quality Regulatory Reporting through the Application of Internal Control Methods used in Financial Reporting, presented at 2008 AWWA / WEF Utility Management Conference, February 2008, Tampa, Florida.
- Mudd, G. and R. K. Miller (2008), Pandemic Planning - Preparing to Maintain Internal Control During Widespread Employee Unavailability, presented at Institute of Internal Auditors – Louisville Chapter, February 2008, Louisville, Kentucky.
- Miller, R. K. (2007), Financial Planning, Budgeting, and Capital Planning, presented at WEF Rates Workshop, December 2007, Isla Verde, Puerto Rico.
- Miller, R. K. (2007), Financial Management – Louisville Water Company Case Study, presented at WEF Rates Workshop, December 2007, Isla Verde, Puerto Rico.
- Miller, R. K. (2007), Utility Risk Management, presented at AWWA Annual Conference M29 Workshop, June 2007, Toronto, Ontario.

- Miller, R. K. (2007), Financial Considerations in Condition Assessment Studies, presented at AWWA Annual Conference Condition Assessment Workshop, June 2007, Toronto, Ontario.
- Miller, R. K. (2007), Justification for a Financial Return by a Municipally Owned Utility, presented at AWWA Annual Conference, June 2007, Toronto, Ontario.
- Miller, R. K. (2007), Consumer Confidence Reports – Water Quality Reporting Requirements in the United States, presented at Armenian Ministry of Health, March 2007, Yerevan, Armenia.
- Miller, R. K. (2007), Water Utility Public Information and Notifications – Recommended Practices, presented at Armenian Ministry of Health, March 2007, Yerevan, Armenia.
- Miller, R. K. (2007), Recording and Reporting Water Quality Data Using a Laboratory Information Management System, presented at Armenian Ministry of Health, March 2007, Yerevan, Armenia.
- Miller, R. K. (2007), Water Quality Information Provided to and Available from USEPA for Consumers, presented at Armenian Ministry of Health, March 2007, Yerevan, Armenia.
- Miller, R. K. (2006), Building Operational and Engineering Support for Risk Management at Louisville Water Company, presented at International AwwaRF Workshop on Risk Management Cultures in the Water Utility Sector, December 2006, Banff, Alberta.
- LeMaster, R. A. and R. K. Miller (2006), Voluntary Compliance with Best Governance Practices, presented at Institute of Internal Auditors – Louisville Chapter, November 2006, Louisville, Kentucky.
- Naumann, D. and R. K. Miller (2006), A Framework for Project Selection, presented at Kentucky-Tennessee Water Professionals Conference, July 2006, Chattanooga, Tennessee.
- Miller, R. K. (2006), Relationship Charts - Showing How Work Gets Done and Value is Created by a Utility, presented at AWWA Annual Conference, June 2006, San Antonio, Texas
- Miller, R. K. (2005), The Louisville Approach to Infrastructure Management, presented at Water Environment Federation Workshop on Asset Management for Water and Wastewater Utilities, March 2005, Tampa, Florida
- Miller, R. K. (2005), Louisville Water Company Voluntary Compliance Approach with Best Governance Practices of Sarbanes-Oxley Act, presented at CPA Associates International Government Services Telephone Roundtable, November 2005, Louisville, Kentucky
- Miller, R. K. and D. McKay (2005), Risk Management / Risk-Based Decision Support, presented at AwwaRF International Workshop on Risk Analysis Strategies for Better and More Credible Decision-Making, April 2005, Banff, Alberta
- Miller, R. K. and R. A. LeMaster (2003), Risk Management in the Capital Financing Process, presented at AWWA Annual Conference, June 2003, Anaheim, California
- Miller, R. K. and R. Plunkett (2002), Louisville Water Company Approach Dimensions of Diversity, presented at AWWA Diversity Committee Meeting, June 2002, New Orleans, Louisiana
- Miller, R. K. (2002), Performance Measurement and Benchmarking: A Case Study of Louisville Water Company, presented at Institute of Management Accountants – Louisville Chapter, May 2002, Louisville, Kentucky
- Heitzman, G. C. and R. K. Miller (2001), The Story of Louisville Water Company, presented at the Center for Infrastructure Financing Authorities Conference, November 2001, Louisville, Kentucky
- Miller, R. K. (2001), Capital Planning and Budgeting Methods at Louisville Water Company, presented at Kentucky League of Cities Utility Conference, June 2001, Lexington, Kentucky

Miller, R. K. (2001), QualServe Self-Assessment, Peer Review, and Benchmarking, presented at AWWA Indiana Section Meeting, February 2001, Indianapolis, Indiana

Miller, R. K. and K. A. Willis (1998), Utility Acquisition Methodology: Case Study of Acquisitions by Louisville Water Company, presented at AWWA Annual Conference, June 1998, Dallas, Texas

Miller, R. K. (1998), The Chief Financial Officer's Role During Organization Transformation: Louisville Water Company Case Study, presented at AWWA Annual Conference, June 1998, Dallas, Texas



OFFICE OF THE CITY ATTORNEY  
W. Walker 9/19/17

**ORDER APPOINTING ISON HARRIS, DIRECTOR OF PARKS AND RECREATION, CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, on September 26, 2017, the Mayor nominated Ison Harris as the Director of Parks and Recreation for the City of Jackson, Mississippi; and

**WHEREAS**, the nomination came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

**WHEREAS**, the City Council has considered the nomination, and a majority of the Council present and voting has determined that the nomination should be confirmed.

**IT IS, THEREFORE, ORDERED** by the City Council of the City of Jackson, Mississippi, that Ison Harris is appointed as Director of Parks and Recreation for the City of Jackson, Mississippi.

#33  
09-26-17

# MEMORANDUM

OFFICE OF THE CITY ATTORNEY  
*W. Lumumba* 9/19/17

Office of the Mayor  
(601) 960-1084



TO: Honorable Members of the Jackson City Council

FROM: Chokwe A. Lumumba, Mayor

DATE: September 14, 2017

**RE: Appointment – Ison Harris as Director of Parks and Recreation**

Pursuant to Section 21-8-23 of the Mississippi Code Annotated (1972), as amended, I am requesting that the attached agenda item be placed on the agenda to confirm the September 26, 2017, nomination of Ison Harris as Director of Parks and Recreation at a salary of Seventy-One Thousand Seven Hundred Fourteen Dollars and Sixteen Cents (\$71,714.16). Information reflecting Mr. Ison Harris' qualifications is attached.

Thank you for your favorable consideration of this request.

Attachment

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 APPOINTING ISON HARRIS, DIRECTOR OF PARKS AND RECREATION, CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *City Attorney*

9/19/17

DATE

OFFICE OF THE CITY ATTORNEY  
Monica D. Allen 9/19/17

# Ison B. Harris Jr.

635 Hampton Circle #B

Jackson, MS 39211

601-960-0629 (Work) • 317-313-5379 (Home)

[ison44@att.net](mailto:ison44@att.net) • [iharris@jacksonms.gov](mailto:iharris@jacksonms.gov)

## **Education:**

### **B.S. Mass Communications/ Minor Criminal Justice**

Mississippi College  
Clinton, MS

### **Masters in Community Psychology**

Martin University Indianapolis, IN  
(2 classes from completion)

Currently Working on a Masters in  
Administration  
Mississippi College Clinton, MS

### **Professional Training (BGCA)**

- Advance Leadership Program Graduate
- New Executive Orientation Graduate
- Know how for Management level
- Creating Effective Boards
- SOAAP Cluster Executive Management training
- Fundraising
- Special Events

## **Skills:**

- Customer Service
- Facilities Management
- Budget Management
- Club Operations
- Grant Writing and Management
- Special Events/ Fundraisers
- Public Speaker
- Communications

## **Deputy Director, City of Jackson, Department of Parks & Recreation, Jackson, MS**

(July 2016 to Present)

Responsible for the support and overall management of (57) Parks, (72) Athletic Fields, (4) Community Centers, (5) Gymnasiums, (9) Swimming Pools, (61) Tennis Courts (6) Clay Tennis Courts, (17) Pavilion Rentals; as well as the Park Maintenance Facility, which includes: (2) Golf Courses (270+ acres), (1) Driving Range, (1) Botanical Garden, (1) Model Airplane, (1) City Zoo, City's Right away (280 miles), Downtown Landscaping, (6) Cemeteries, all Gateways and Cornerstones.

- Manage the development and implementation of Parks & Recreation departmental goals and objectives.
- Responsible for the compilation of Jacks Stats Monthly Reports; monitoring achievement of goals and objectives for (14) divisions.
- Oversee and develop Municipal golf courses to improve efficiency, create maintenance schedules, and contact various resources to help maintain the courses.
- Develop partnerships within the City of Jackson, bringing with them, additional funding, as well as enhanced programs that will help with the update and maintenance of our facilities, i.e., Friends of the Mississippi Basin River Model, Alpha Kappa Alpha Sorority, Boys & Girls Clubs.
- Plan, direct and coordinate, through managers, the development of the department's work plan, assign work activities, projects and programs, monitor work flow; review and evaluate work products, methods and procedures. Meet with management staff to identify and resolve problems.
- Participate in the development and administration of a \$5 million plus dollar budget.
- Assist in the selection, supervision, training and evaluation of approximately 100 employees.
- Attend all Council work sessions and meetings, as well as a wide variety of community and inter-departmental city meetings.

## **Vice-President of Operations, Boys & Girls Clubs of Central Mississippi Jackson, MS**

(February 2014 to August 2015)

- Responsible for the support and overall management of (4) Units and Campsite.
- Promotes participation in overall club activities and events by establishing good relations with the youth, the community, and parents.
- Established and the overseer of a City-Wide Youth Athletic program.
- Worked closely with the Director of Maintenance to assure building upkeep.
- Increased the average daily attendance to over 200 members.
- Helped develop many new partnerships and renew old partnerships.
- Helped develop many City-Wide events i.e. Day for Kids, Be Great Graduate.
- Supervised the overall club programs.
- Supervised the National Youth Outcome Surveys.
- Developed the Training Calendar for the Organization.
- Helped to maintain a \$2.7 million budget.
- Provided supervision and leadership for up to 65 staff members, to assure they possessed the ability to carry out the club's youth development mission.
- Worked closely with BGCA to secure sites for the State Youth of the Year event.
- Served as Chair-Elect for the Statewide All Staff Training Conferences.

## Awards:

- A two-time recipient of the Outstanding Customer Service Quarterly Award
- Customer Care Representative of the Year Award
- Wheeler-Dowe Boys and Girls Club Volunteer Award

## National Boys and Girls Clubs Committee

- NFL/BGCA Advisory Board Council
- Southeast Administration Steering Committee
- Midwest Keystone Advisory Council
- SOAAP Planning Committee
- Midwest YDC Committee (3 times)
- Midwest Keystone conference Committee (4 times)
- BGCA Field Consultant for the Southeast Region

## Career Highlights:

- Featured on NBA/ TV 30 minute special in receiving a grant to refurbish our gymnasium.

<http://www.youtube.com/watch?v=aXx3hqsdC9g>

<http://www.youtube.com/watch?v=zIKV5-61STU>

<http://www.youtube.com/watch?v=7oHiLGjia7Q>

<http://www.youtube.com/watch?v=LJctsC6e4Yw>

- Featured in the Indy Star newspaper as a Stand-up Dad.
- We produced several statewide Youth of the Year winners.
- Developed "Pathway to the Promise College and Cultural Tour" and traveled with over 900 students to ever HBCU in America

## Chief Professional Officer, Boys & Girls Clubs of Central Louisiana Alexandria, LA

(October 2012 to February 2014)

- Responsible for the management, supervision, support and development of the Boys & Girls Club (Alexandria, Louisiana area).
- Fulfilled all administrative functions in a timely and comprehensive manner.
- Helped operate and facilitate the club programs with all volunteer staff.
- Partnered with the Housing Authority, securing an additional facility, which allowed the Boys & Girls Club to further grow and operate club programs.
- Administrator of fund raising and Special Events i.e., Golf Outing, Basketball Tournaments and Bike Riding events.
- Prepared and managed grants for the Boys & Girls Club.
- Developed a wide-variety of partnerships within the community, municipal government, local organizations and churches.
- Promoted participation in overall club activities and events by establishing good relations with the youth, the community, and parents.
- Developed a board to assist in the direction corporate management of the Club.
- Assisted in the development of committees as well as committee assignments.
- Recruited members and volunteers.

## Chief Professional Officer, Oprah Winfrey Boys and Girls Club Kosciusko, MS

(May 2009 to August 2012)

- Responsible for the management, development and overall support of the Club.
- Promoted participation in all club activities and events, by establishing good relations with the youth, parents, and the community.
- Supervised the overall club programs.
- Fulfilled all administrative functions in a timely and comprehensive manner.
- *Helped raise and manage an \$800,000 annual budget*
- Responsible for making sure the Club maintained a well-qualified and professional staff at all times, through aggressive recruitment and hiring practices, as well as through frequent training sessions and evaluations.
- Ensured staff competency by providing positive reinforcement and career development for all staff members through frequent workshops and trainings.
- Coordinated the outcome measurement and school achievement data collection process.
- Responsible for maintaining optimum care of the facility and surrounding grounds.
- Handled all public relation and news media inquiries and interviews.
- Responsible for managing the Carthage, MS unit's \$140,000 annual budget.
- Provided supervision and leadership for up to 22 staff members at both units, to ensure that all staff members developed the ability to carry out the Club's youth development mission.
- Provided monthly reports to keep the Board of Directors updated and abreast of all current issues and events.
- Helped recruit New Board members.
- Created the Oprah Winfrey Boys and Girls Club Annual Report, and submitted the report to the Oprah Winfrey Foundation and Management Organization.
- Created a Restricted Account to manage grants and to also implement a grant tracking process to ensure transparency.
- Maintained and operated a \$5,000,000 facility budget.

## Other Areas of Experience

- *Production Manager Nissan North America Canton, Mississippi (2016)*
- *Unit Director, Boys & Girls Clubs of Indianapolis-Wheeler Dowe Unit (2000-2009)*
- *Associate Broker, Charles Schwab, Indianapolis, Indiana (1999 -2000)*
- *Recruiter, Martin University, Indianapolis, Indiana (1997-1999)*
- *Customer Service Lead BellSouth Mobility, Jackson, MS and Indianapolis, IN (1994-1997)*

References available upon request



OFFICE OF THE CITY ATTORNEY  
M. Ballou  
9/26/17

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH OCTAGON GROUP, LLC TO PERFORM LOBBYIST SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI**

**WHEREAS**, The City of Jackson, Mississippi (“City of Jackson”), has a need for the continued services of a lobbyist to represent its interests before the Mississippi Legislature and the United States Congress, as well as various governmental agencies in Washington, D.C.; and

**WHEREAS**, the City of Jackson desires to retain Octagon Group, LLC to perform lobbyist services for the City on the state and federal levels; and

**WHEREAS**, the proposed agreement will be for a term of one year at a cost not to exceed \$135, 000.

**BE IT THEREFORE ORDERED** that the Mayor is authorized to execute a one year agreement with Octagon Group, LLC to perform lobbyist services for the City of Jackson on the state and federal levels at a cost not to exceed \$135,000.

Item #34  
September 26, 2017  
Lumumba

DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH OCTAGON GROUP, LLC TO PERFORM LOBBYIST SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI</b>																																													
2.	<b>Public Policy Initiative</b> 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	1-7																																													
3.	<b>Who will be affected</b>	Citywide																																													
4.	<b>Benefits</b>	Create a stronger presence of support for the City of Jackson before the Mississippi Legislature and the U.S. Congress.																																													
5.	<b>Schedule (beginning date)</b>																																														
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide																																													
<input type="checkbox"/> 7.	<b>Action implemented by:</b> § City Department  § Consultant	Mayor's Office																																													
8.	<b>COST</b>																																														
<input type="checkbox"/> 9.	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	General Fund Account																																													
10.	<b>EBO participation</b>	<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

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH OCTAGON GROUP, LLC TO PERFORM LOBBYIST SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
9/20/17

OFFICE OF THE CITY ATTORNEY  
*W. L. Henley Jr. 9/26/17*

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JAMES L. HENLEY, JR. TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD**

**WHEREAS**, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years;

**WHEREAS**, Mr. James L. Henley, Jr. term has expired; thereby, creating a vacancy; and

**WHEREAS**, Mr. James L. Henley, Jr., resident of Ward 2, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

**IT IS THEREFORE ORDERED** that the Mayor's nomination of Mr. James L. Henley, Jr. to the Jackson Municipal Airport Authority Board be confirmed with said term to expire September 26, 2022.

#35  
09-26-17

# MEMORANDUM

Office of the Mayor  
(601) 960-1084



**TO:** Honorable Members of the Jackson City Council

**FROM:** Chokwe A. Lumumba, Mayor

**DATE:** September 20, 2017

**RE:** **Nomination – James L. Henley, Jr., Ward 2, Jackson Municipal Airport Authority Board**

---

I am requesting that the attached agenda item be placed on the agenda to confirm the nomination of James L. Henley, Jr., Ward 2, to the Jackson Municipal Airport Authority Board. Information reflecting James L. Henley, Jr. qualifications is attached for your review.

Thank you for your favorable consideration of this request.

Attachment




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 CONFIRMING THE MAYOR'S REAPPOINTMENT OF JAMES L. HENLEY, JR. TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *City Attorney*

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
MONICA D. ALLEN  
9/20/17

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF LAWANDA HARRIS TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD**

**WHEREAS**, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years;

**WHEREAS**, Ms. LaWanda Harris' term has expired; thereby, creating a vacancy; and

**WHEREAS**, Ms. LaWanda Harris', resident of Ward 7, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

**IT IS THEREFORE ORDERED** that the Mayor's nomination of Ms. LaWanda Harris to the Jackson Municipal Airport Authority Board be confirmed with said term to expire September 26, 2022.

#36  
09-26-17

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI  
9/26/17

# MEMORANDUM

Office of the Mayor  
(601) 960-1084



**TO:** Honorable Members of the Jackson City Council

**FROM:** Chokwe A. Lumumba, Mayor

**DATE:** September 20, 2017

**RE:** **Nomination – LaWanda Harris, Ward 7, Jackson Municipal Airport Authority Board**

---

I am requesting that the attached agenda item be placed on the agenda to confirm the nomination of LaWanda Harris, Ward 7, to the Jackson Municipal Airport Authority Board. Information reflecting LaWanda Harris' qualifications is attached for your review.

Thank you for your favorable consideration of this request.

Attachment

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 D. Allen* 9/20/17

## OFFICE OF THE CITY ATTORNEY

---

This ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF LAWANDA HARRIS TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney

  
\_\_\_\_\_  
DATE

RESOLUTION OF CITY OF JACKSON, MISSISSIPPI  
IN SUPPORT OF COMMEMORATION OF ATTORNEY R. JESS BROWN  
FOR A LIFETIME OF HISTORY-CHANGING ACHIEVEMENT

*WHEREAS*, this resolution renders support to the historical strides made in the Jackson community, the state of Mississippi, the United States of America and the world; and

*WHEREAS*, Mr. Brown , a native of Muskogee, Oklahoma, received a bachelor's degree in education at Illinois State University, a master's degree in education at Indiana University and a law degree at Texas Southern University; and

*WHEREAS*, he stood firm against the wiles of segregationist laws and is credited with filing the first civil rights suit in Mississippi; further, he was one of only three African American lawyers in Mississippi in the 1960's who accepted civil right cases; and

*WHEREAS*, Attorney Brown was influential in breaking the color barrier at the University of Mississippi as he represented James Meredith; noteworthy also, was his representation of Mack Charles Parker who was accused of the rape of a white woman in 1958; Mr. Parker raised the issue of jury discrimination which resulted in his lynching and being thrown in the Pearl River; and

*WHEREAS*, in the year of 1948, he filed a suit on behalf of Jackson's African American teachers who were seeking salaries comparable to their white colleagues; further, we remember his leadership in the fight to end discrimination in transportation and other public accommodations during the 1960's; and

*WHEREAS*, we commemorate with his wife, Jether; son, Robert Jess, Jr. and daughter, Jacquelyn, a man who gave a lifetime to crushing injustices against African Americans.

NOW, THEREFORE, be it resolved that Councilman Kenneth I. Stokes and his council colleagues, do hereby support the commemoration of Attorney R. Jess Brown for a lifetime of history-changing achievement.

DONE this the 26<sup>th</sup> day of September, 2017

Agenda Item No.: 37  
Date: \_\_\_\_\_  
By: Stokes