



**SPECIAL COUNCIL MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
JUNE 4, 2024  
AGENDA  
6:00 PM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

- 1. DR. JERRY YOUNG, PASTOR OF NEW HOPE BAPTIST CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

- 2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
- 3. APPROVAL OF THE MAY 7, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
- 4. APPROVAL OF THE MAY 20, 2024 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, BANKS) INTRODUCTION OF ORDINANCES REGULAR AGENDA**

**INTRODUCTION OF ORDINANCES**

**REGULAR AGENDA**

- 5. CLAIMS (MALEMBEKA, LUMUMBA)**
- 6. PAYROLL (MALEMBEKA, LUMUMBA)**
- 7. ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN TO DETERMINE AN INDIRECT COST RATE FOR FISCAL YEAR 2023, FISCAL YEAR 2024, AND FISCAL YEAR 2025. (MALEMBEKA, LUMUMBA)**
- 8. ORDER AUTHORIZING PAYMENT TO THE JACKSON MEDICAL MALL FOUNDATION FOR USE OF ITS FACILITY TO HOST THE CITY OF JACKSON JOB AND CAREER FAIR EXPO ON JUNE 6, 2024. (MARTIN, LUMUMBA)**
- 9. ORDER AUTHORIZING PAYMENT TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR REGISTRATION FEES TO ATTEND A SEMINAR, CONFERENCE, WORKSHOP, CERTIFICATION COURSE AND**

**PROFESSIONAL PUBLICATION FEES FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES. (MARTIN, LUMUMBA)**

- 10. ORDER RESCINDING THE FEBRUARY 23, 2016, RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ADOPTING A CITYWIDE RETENTION SCHEDULE FOR THE CITY OF JACKSON AND AUTHORIZING THE CITY OF JACKSON TO ADHERE TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S ("MDAH") RETENTION SCHEDULE FOR MUNICIPALITIES, AS AMENDED FROM TIME TO TIME. (A. HARRIS, LUMUMBA)**
- 11. RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2024 VOTING DELEGATES FOR THE CITY OF JACKSON. (A. HARRIS, LUMUMBA)**
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL PROPERTY AUCTION AGREEMENT WITH AUCTION 18, LLC TO CONDUCT PUBLIC AUCTIONS FOR THE DISPOSAL OF ANY LOST, STOLEN, ABANDONED, OR MISPLACED PERSONAL PROPERTY FOR THE JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)**
- 13. ORDER AUTHORIZING THE PAYMENT TO JONES REFRIGERATION, INC. FOR REPLACEMENT MOTORS, UNFREEZE THE FREEZER AND A SYSTEM CHECK FOR ALL OPERATIONS. (WADE, LUMUMBA)**
- 14. ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB). (WADE, LUMUMBA)**
- 15. ORDER AUTHORIZING THE MAYOR TO AMEND AN ORDER FORM BETWEEN THE JACKSON POLICE DEPARTMENT AND POWERDMS DIGITAL MANAGEMENT SOFTWARE FOR A RENEWAL SUBSCRIPTION TERM OF TWELVE (12) MONTHS. (WADE, LUMUMBA)**
- 16. ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS. (OWENS, LUMUMBA)**
- 17. ORDER APPROVING THE PAYMENT OF THE SUM OF \$120.74 TO AXIM GEOSPATIAL, LLC FOR ADDITIONAL PROFESSIONAL SERVICES PROVIDED TO SUPPORT THE UPGRADING OF THE CITY OF JACKSON'S 311 ACTION LINE SOFTWARE CITYWORKS. (REID, LUMUMBA)**
- 18. ORDER AUTHORIZING THE MAYOR TO PROCURE TWO (2) MICROSOFT PROJECT SOFTWARE LICENSES AND EXECUTE THE QUOTE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL SUBSCRIPTION COST OF \$1,320.00. (REID, LUMUMBA)**
- 19. ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT THE MONTHLY PAYMENT AMOUNT FOR THE LEASE OF FIFTY GOLF CARTS FROM YAMAHA MOTOR FINANCE CORPORATION, USA, SAID MONTHLY PAYMENTS SHOULD TOTAL THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$3,483.50) AND GIVING THE MAYOR AUTHORITY TO EXECUTE AN AMENDED EQUIPMENT SCHEDULE REFLECTING THE ABOVE CHANGES. (MUHAMMAD, LUMUMBA)**
- 20. ORDER AUTHORIZING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR**

**PROVIDING REQUIRED YEARLY FIRE EXTINGUISHER INSPECTION SERVICES FOR CITY COMMUNITY CENTERS. (MUHAMMAD, LUMUMBA)**

- 21. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE. (MUHAMMAD, LUMUMBA)**
- 22. ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENTS TO PEOPLE'S PLACE ENTERPRISE LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL AND/OR STUMP GRINDING FOR THE PARKS AND RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)**
- 23. ORDER REQUESTING APPROVAL AND PAYMENT FOR PROFESSIONAL TRANSPORTATION SERVICES PROVIDED BY DURHAM SCHOOL SERVICES LP FOR THE PARKS AND RECREATION DEPARTMENT'S YOUTH SUMMER PROGRAM. (MUHAMMAD, LUMUMBA)**
- 24. ORDER ACCEPTING THE SPONSORSHIP OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS, LLC AND APPROVAL OF FUTURE SERVICES AND RATIFICATIONS FROM DJ WALTER HURST, SNAPHAPPY FACE PAINTING, AND XTREME JUMPERS TO HOST THE ANNUAL JUNETEENTH FESTIVAL ON TUESDAY, JUNE 18, 2024 AT THE JACKSON. (MUHAMMAD, LUMUMBA)**
- 25. ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION. (MUHAMMAD, LUMUMBA)**
- 26. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S NSD PLANNING EXPO INFORMATION AND NETWORKING EVENT ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS. (KEETON, LUMUMBA)**
- 27. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR THE NSD PLANNING EXPO TO BE HELD ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FORTY-EIGHT DOLLARS AND NINETY CENTS (\$1,048.90) TO WE MARQUEE, LLC. (KEETON, LUMUMBA)**
- 28. ORDER AUTHORIZING THE MAYOR TO EXPEND 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS) (KEETON, LUMUMBA)**
- 29. ORDER AUTHORIZING THE MAYOR TO EXPEND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS) (KEETON, LUMUMBA)**
- 30. ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNER/GRANTOR BERNARD H. BOOTH, IV. (WRIGHT, LUMUMBA)**

31. ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-67, SYLVIA LAWSON). (WRIGHT, LUMUMBA)
32. ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-487, CONNIE HENDERSON). (WRIGHT, LUMUMBA)
33. ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-57, ARTHUR L. & FANNIE M. BENNETT) (WRIGHT, LUMUMBA)
34. ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-486, PHOENIX 2 ENTERPRISE, LLC). (WRIGHT, LUMUMBA)
35. ORDER ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER AND DUMP BODY, FOR A TOTAL COST OF \$252,766.30 (BID NO. 07208- 040224). (WRIGHT, LUMUMBA)
36. ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A. (WRIGHT, LUMUMBA)
37. ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATION AND EXPANSION CONSTRUCTION PROJECT OF THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI. (WRIGHT, LUMUMBA)
38. ORDER RATIFYING PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (WRIGHT, LUMUMBA)
39. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CITY COLLECTIVE US, LLC FOR MASTER PLANNING SERVICES FOR EUBANKS CREEK. (WRIGHT, LUMUMBA)
40. ORDER DECLARING PARCEL #420-6 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO AGAPE CHRISTIAN FELLOWSHIP CHURCH FOR DEVELOPMENT OF A CHURCH. (D.MARTIN, LUMUMBA)
41. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION. (D.MARTIN, LUMUMBA)
42. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "ROGER AND LINDA SUE FULLER ON BEHALF OF THE WRONGFUL DEATH HEIRS OF STEVIE K. FULLER V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-257-EFP. (D.MARTIN LUMUMBA)

43. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 61<sup>ST</sup> ANNIVERSARY OBSERVANCE OF THE MEDGAR WILEY EVERS HOMECOMING. (STOKES)

44. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING, RECOGNIZING AND SUPPORTING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION. (STOKES)

45. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER'S DAY, 2024 ON ITS 100<sup>TH</sup> YEAR. (STOKES)

DISCUSSION

46. DISCUSSION: CEMETERIES (STOKES)

47. DISCUSSION: MAYOR/COUNCIL TRAVEL (STOKES)

48. DISCUSSION: POTHOLE REPAIR PROGRAM (HARTLEY)

49. DISCUSSION: CONVENTION CENTER RFQ (FOOTE)

50. DISCUSSION: PRECINCT 1 (BANKS)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

51. MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.

ANNOUNCEMENTS

ADJOURNMENT

Consent

Agenda



3





4



# Regular Agenda



# Claims



# Payroll





7



OFFICE OF THE CITY CLERK  
A.C.M. 5/9/24

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN TO DETERMINE AN INDIRECT COST RATE FOR FISCAL YEAR 2023, FISCAL YEAR 2024, AND FISCAL YEAR 2025.**

**WHEREAS**, the Department of Administration, through the Finance Division, seeks professional services to prepare a cost allocation plan; and

**WHEREAS**, the City of Jackson receives and administers various grant funds that allow the City to charge indirect costs provided that the City has an indirect cost allocation plan; and

**WHEREAS**, the Department of Administration received a proposal from MGT of America Consulting, LLC, ("MGT") with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, to perform an indirect cost rate proposal based on the City's audited financial records for the fiscal year ended September 30, 2021, to arrive at an indirect cost rate for the fiscal year ending September 30, 2023; to perform an indirect cost rate proposal based on the City's audited financial records for the fiscal year ended September 30, 2022, to arrive at an indirect cost rate for the fiscal year ending September 30, 2024; to perform an indirect cost rate proposal based on the City's audited financial records for the fiscal year ended September 30, 2023, to arrive at an indirect cost rate for the fiscal year ending September 30, 2025; and

**WHEREAS**, each indirect cost rate proposal will identify all expenditures that are appropriately allocated to or among City of Jackson departments, funds, programs, activities, and/or fees charged by City of Jackson services; and

**WHEREAS**, the term of the agreement begins on May 1, 2024 and terminates upon project completion, which is expected to be December 31, 2025; and

**WHEREAS**, MGT proposes a price of eighteen thousand US dollars (\$18,000) for the services listed above. This is an all-inclusive fee for professional services, and six thousand US dollar (\$6,000) will be billed after completion and acceptance by the City of each of the three years of indirect cost rate proposal calculations; and

**WHEREAS**, all correct invoices submitted by MGT to the City shall be due and payable upon receipt and inspection of the services within thirty (30) days but no later than forty-five (45) days. If the City disputes an invoice or portion thereof in good faith, then City shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law for any invoice outstanding for more than forty-five (45) days. MGT may stop work after sixty (60) days of the City's non-payment of undisputed invoiced amounts; and

Agenda Item # 7  
June 4, 2024  
(Malembeka, Lumumba)

**WHEREAS**, each party shall have the right to terminate the agreement by giving thirty (30) days prior written notice to the other party; and

**WHEREAS**, a contract for professional services is not applicable to the public purchasing statutes and is exempted from the competitive bidding process; and

**WHEREAS**, a copy of the proposed agreement is attached and made part of the minutes.

**IT IS, THEREFORE, ORDERED**, the Mayor is authorized to execute a consulting agreement with MGT of America Consulting, LLC to perform a cost allocation plan to determine an indirect cost rate for the fiscal year 2023, the fiscal year 2024, fiscal year 2025 in an amount not to exceed eighteen thousand dollars (\$18,000) beginning May 1, 2024 and terminates upon project completion, which is expected to be December 31, 2025.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 17, 2024  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN FOR THE PURPOSE OF DETERMINING AN INDIRECT COST RATE FOR FISCAL YEAR 2023, FISCAL YEAR 2024, AND FISCAL YEAR 2025.	
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	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>	Organizations allow the City of Jackson to charge indirect to the grants, providing that the City of Jackson has an indirect cost allocation plan approved by the Department of Housing and Urban Development	
5.	<b>Schedule (beginning date)</b>	After Council Approval	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	ALL WARDS  CITY WIDE	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Administration Department of Finance	
8.	<b>COST</b>	\$18,000	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001.411:10.6411	
10.	<b>EBO participation</b>	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

# MEMO

**To: Chokwe A Lumumba, Mayor**  
**From: Sharon Thames, Deputy Director of Administration**  
**Date: April 17, 2024**  
**Re: ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICE AGREEMENT  
WITH MGT CONSULTING GROUP TO PERFORM A COST ALLOCATION PLAN**

The Department of Administration Finance Division recommends the City of Jackson enter an agreement with MGT Consulting Group to perform a cost allocation plan for FY23, FY24 and FY25.

Some organizations allow the City of Jackson to charge indirect cost to the grants, providing that the City of Jackson have an indirect cost allocation plan approved by the Department of Housing and Urban Development.

Should you have any questions or concerns, please contact me at 601.960.1005.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
5/11/24 J.M.

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN TO DETERMINE AN INDIRECT COST RATE FOR FISCAL YEAR 2023, FISCAL YEAR 2024, AND FISCAL YEAR 2025 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney*  
Sondra Moncure, *Special Assistant* 

  
\_\_\_\_\_  
Date



## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2024 ("Effective Date") between MGT of America Consulting, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Jackson City, MS ("Client"), collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. THIS AGREEMENT AND STATEMENTS OF WORK.** The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

**2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

**3. TERM.** The term of this Agreement shall commence on the Effective Date and will continue for a period of one and a half (1.5) years or until terminated in accordance with this Agreement.

**4. TERMINATION.** This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

The City may terminate this Agreement at any time by giving written notice to the MGT of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials, at the option of the Client become its property. If the Agreement is terminated by the Client as provided herein, MGT will be paid an amount

which bears the same ratio to the total services of MGT covered by the Agreement, less payments of compensation previously made.

5. **INSURANCE.** During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence
		\$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. **INDEMNIFICATION.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY MISSISSIPPI LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. THE MISSISSIPPI CONSTITUTION ARTICLE 4 SECTION 100 PROHIBITS THE CITY OF JACKSON FROM DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD BY THE CITY OF JACKSON; THEREFORE, THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

7. **LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

To the extent permitted by **Mississippi** law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to \$1,000,000. **THE MISSISSIPPI CONSTITUTION ARTICLE 4 SECTION 100 PROHIBITS THE CITY OF JACKSON FROM DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD BY THE CITY OF JACKSON; THEREFORE, THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.**

**8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Mississippi, irrespective of the choice of laws principles of the state of Mississippi, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hinds County, Mississippi and Client hereby accepts venue in each such court.

**9. DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Jackson, Mississippi. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail. In the event that mediation does not result in settlement, nothing in this section shall prevent either party from commencing a civil action at which time suit may be brought in any court of competition jurisdiction in Mississippi.

**10. CONFIDENTIALITY.** Subject to the mandates of the Mississippi Public Records Act of 1983, each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or

becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

**11. FORCE MAJEURE.** Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

**12. FEES AND PAYMENT.** Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt and inspection of the services within thirty (30) days but no later than forty-five (45) days. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than forty-five (45) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

Section 66 of the Mississippi Constitution prohibits the Client from paying for services before they are delivered or rendered based on the absence of statutory authority to allow for advance payment. Payment will be based on satisfactorily delivered or performed services.

**13. MODIFICATION.** This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

**14. NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

**15. ASSIGNMENT.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

**16. INDEPENDENT CONTRACTOR.** It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

**17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES.** Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

**18. NOTICES.** All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

**To MGT:**

Name: MGT of America Consulting, LLC  
ATTN: Legal Notice/Contracts  
Address: 4320 West Kennedy Blvd.  
Tampa, FL 33609  
Email: contracts@mgiconsulting.com

**To Client:**

Name: City of Jackson, MS  
ATTN: Carmen Jones  
Address: 219 S. President Street  
Jackson, MS 39201  
Email: carmenj@jacksonms.gov

Name: City of Jackson, MS  
ATTN: City Attorney  
Address: 455 East Capitol Street  
P.O. Box 2779  
Jackson, MS 39207

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

**19. SEVERABILITY.** If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

**20. COUNTERPARTS AND EXECUTION.** This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. **SURVIVAL.** The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. **ENTIRE AGREEMENT.** This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other entities, so long as the performance of such services does not interfere with MGT's performance of obligations under this Agreement and does not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

25. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of MGT and the Client to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson ("City"), the City and MGT shall have the right upon ten (10) working days written notice to MGT to terminate this Agreement without damage, penalty, cost or expenses to the City or MGT of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

26. **APPROVAL BY THE JACKSON CITY COUNCIL.** It is understood that this Agreement requires approval by the Jackson City Council and the Mayor, the governing authority of the City of Jackson ("Governing Authority"), and if this Agreement is not approved by the Governing Authority, this Agreement is void and no payment shall be made hereunder.

27. **TAXES.** Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Master Services Agreement.

**MGT OF AMERICA CONSULTING, LLC**

**JACKSON CITY, MS**

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Name:

Title:

Date:

**EXHIBIT A  
PROFESSIONAL CONSULTING STATEMENT OF WORK**

As of \_\_\_\_\_ (“Effective Date”), **MGT of America Consulting, LLC** (“MGT”) and Jackson City, MS (“Client”) execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated \_\_\_\_\_ (“Agreement”).

**SCOPE:** MGT shall provide the following services to perform indirect cost rate proposals for the purpose of determining indirect cost rates for the fiscal years of 2023, 2024, and 2025:

- Perform an indirect cost rate proposal, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2021, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2023.
- Perform an indirect cost rate proposal, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2022, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2024.
- Perform an indirect cost rate proposal, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2023, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2025.
- Each indirect cost rate proposal will identify all expenditures that are properly allocated to or among City of Jackson departments, fund, programs, activities, and/or fees charged by City of Jackson services.

**PERIOD OF PERFORMANCE/PROJECT TIMELINE:** The term of this Statement of Work begins on the May 1, 2024 and terminates upon Project completion, which is expected to be December 31, 2025.

**COMPENSATION, INVOICING, AND PAYMENT SCHEDULE:** MGT proposes a price of eighteen thousand US dollars (\$18,000) for the services listed above. This is an all-inclusive fee for professional services and six thousand US dollar (\$6,000) will be billed after completion and acceptance by the Client of each of the three years of ICRP calculations.

All invoices submitted by MGT to Client shall be due and payable thirty (30) days but no later than forty-five days (45) after receipt of a monthly invoice.

**MGT OF AMERICA CONSULTING, LLC**

**JACKSON CITY, MS**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

8





**ORDER AUTHORIZING PAYMENT TO THE JACKSON MEDICAL MALL FOUNDATION FOR USE OF ITS FACILITY TO HOST THE CITY OF JACKSON JOB AND CAREER FAIR EXPO ON JUNE 6, 2024**

**WHEREAS**, the City of Jackson will host a Job and Career Fair Expo on June 6, 2024;  
and

**WHEREAS**, the job fair is for citizens interested in securing employment with the City of Jackson; and

**WHEREAS**, the Department of Human Resources has determined that the Jackson Medical Mall Foundation has suitable space for the City of Jackson Job and Career Fair Expo; and

**WHEREAS**, Jackson Medical Mall Foundation is amenable to allowing the use of its facility for the Job and Career Fair Expo at a nominal cost to the City of Jackson; and

**WHEREAS**, the Jackson Medical Mall Foundation has agreed to allow the City of Jackson to utilize the common area and community meeting room; and

**WHEREAS**, the Jackson Medical Mall Foundation will charge the City of Jackson a total of \$300.00 for the use of the space; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing payment to the Jackson Medical Mall Foundation for use of its common area and community meeting room; and

**IT IS, THEREFORE, DETERMINED** that the Department of Human Resources is authorized to pay the Jackson Medical Mall Foundation for the City of Jackson Job and Career Fair Expo on June 6, 2024.

**IT IS FURTHER ORDERED** that the Department of Human Resources is authorized to pay the sum of \$300.00 to the Jackson Medical Mall for the use of its facility for the City of Jackson Job and Career Fair Expo on June 6, 2024.

Agenda Item: 8

Date: June 4, 2024

By: T. Martin, Lumumba

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

June 4, 2024

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING PAYMENT TO THE JACKSON MEDICAL MALL FOUNDATION FOR USE OF ITS FACILITY TO HOST THE CITY OF JACKSON JOB AND CAREER FAIR EXPO ON JUNE 6, 2024</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	Change in City Government	
3.	<b>Who will be affected</b>	Human Resources and the citizens of Jackson	
4.	<b>Benefits</b>	To service the employees and citizens of Jackson more effectively.	
5.	<b>Schedule (beginning date)</b>	Upon approval by the council	
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide	
<input type="checkbox"/>	<b>Action implemented by:</b>	Department of Human Resources	
<input type="checkbox"/>	§ City Department		
7.	§ Consultant		
8.	<b>COST</b>		
<input type="checkbox"/>	<b>Source of Funding</b>	General Fund	
<input type="checkbox"/>	§ General Fund		
<input type="checkbox"/>	§ Grant		
<input type="checkbox"/>	§ Bond		
9.	§ Other		
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 ___	

**MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Toya Martin, Director  
Human Resources  
**DATE:** May 23, 2024

**RE: ORDER AUTHORIZING PAYMENT TO THE JACKSON MEDICAL  
MALL FOUNDATION FOR USE OF ITS FACILITY TO HOST THE CITY OF  
JACKSON JOB AND CAREER FAIR EXPO ON JUNE 6, 2024**

Attached is a council order authorizing payment to the Jackson Medical Mall Foundation for use of its facility to host the City of Jackson Job and Career Fair Expo.



**JACKSON MEDICAL MALL FOUNDATION**  
 350 W. Woodrow Wilson Ave., Ste. 101  
 Jackson, MS 39213

Phone 601-982-8467  
 Fax 601-982-8468  
[www.jacksonmedicalmall.org](http://www.jacksonmedicalmall.org)

Brenda Stewart BBA, MHRM  
 HR Training Mgr  
 1000 Metrocenter Ste 102  
 Jackson MS 39209

# Invoice

Date 5/2/2024  
 Invoice # 2024-438

P.O. No.	Terms	Due Date
		5/30/2024

Item	Description	Quantity	U/M	Rate	Amount
Building Usa...	Dep for COJ Job Fair CA & CMR 6/6/24 - Waived per I. Bush			0.00	0.00
Building Usage	Fee for COJ Job Fair CA & CMR 6/6/24			300.00	300.00

<b>Total</b>	<b>\$300.00</b>
<b>Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$300.00</b>

Thank you for your business.

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

*[Handwritten signature]*  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT TO THE JACKSON MEDICAL MALL FOUNDATION FOR USE OF ITS FACILITY TO HOST CITY OF JACKSON JOB AND CAREER FAIR EXPO ON JUNE 6 2024** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

*[Handwritten signature: Drew Martin]*  
\_\_\_\_\_  
Drew Martin, City Attorney

*[Handwritten date: 5/28/24]*  
\_\_\_\_\_  
Date

*[Handwritten signature: Carrie Johnson]*  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney

*[Handwritten signature: Sondra Moncure]*  
\_\_\_\_\_  
Sondra Moncure, Special Assistant City Attorney



9







**ORDER AUTHORIZING PAYMENT OF PROFESSIONAL ASSOCIATION DUES, PUBLICATION FEES, AND REGISTRATION FEES FOR WORKSHOPS, SEMINARS, CONFERENCES, AND COURSE CERTIFICATIONS TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES**

**WHEREAS**, the Society of Human Resource Management is a national organization for Human Resource professionals whose mission is to empower people and workplaces by advancing HR practices and by maximizing human potential; and

**WHEREAS**, the Society of Human Resource Management (SHRM) is a member-driven catalyst for creating better workplaces where people and businesses thrive together. As the trusted authority on all things work, SHRM is the foremost expert, researcher, advocate, and thought leader on issues and innovations impacting today's evolving workplaces. With nearly 340,000 members in 180 countries, SHRM touches the lives of more than 362 million workers and their families globally; and

**WHEREAS**, the Public Sector Human Resources Association (PSHRA) is the leading member community connecting public sector HR professionals with the insights, education, and expertise to realize their potential and position them for future success; and

**WHEREAS**, the Public Sector HR Association (PSHRA) is a recognized leader in the delivery of innovative solutions and practical resources for all levels of public sector HR professionals. PSHRA's mission is to empower public sector HR professionals to create better places to work for those who serve the public good; and

**WHEREAS**, the Mississippi Association of Personnel Administrators (MAPA) is a professional association established in 1981 and incorporated in 1987. MAPA serves to advance the knowledge of personnel administration as an art or science; to disseminate to all members regarding personnel administration; to provide opportunities for education and to serve as a forum for the exchange of ideas among members; and

**WHEREAS**, a municipality may pay professional association dues, registration fees for attending seminars, conferences, workshops, certification courses and professional publication fees for individuals if the public entity determines that the professional association dues, registration fees for attending seminars, conferences, workshops, certification courses or professional publication fees are reasonable and necessary to the performance of the employee's duties and accrues to the benefit of the municipality and the benefit to the employee is merely incidental;

**WHEREAS**, the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA); and Mississippi Association of Personnel

Agenda Item # 9  
June 4, 2024  
(Martin, Lumumba)



Administrators (MAPA) are all advanced organizations providing continuing education programs that prepare participants to perform complex human resource duties;

**WHEREAS**, the organizations have rigorous educational and professional contribution components; and

**WHEREAS**, membership in the cited organizations and participation in the conference, workshops, and courses offered by employees of the Department of Human Resources is reasonable and necessary for the effective performance of their duties and is of substantial benefit to the municipality; and

**WHEREAS**, any benefit to the employee arising out of membership in the organization and participating in the workshops and course offerings is incidental.

**IT IS THEREFORE ORDERED** that subject to the budget of the Department of Human Resources, the Director of the Department of Human Resources may expend monies and pay the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) for professional dues, professional publication fees, and registration fees for workshop attendance and course participation for employees within the Department of Human Resource.

Agenda Item: \_\_\_\_\_

Date: June 4, 2024

By: T. Martin, Lumumba

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Toya Martin, Director  
Human Resources

**DATE:** May 14, 2024

**RE: ORDER AUTHORIZING PAYMENT TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR REGISTRATION FEES TO ATTEND A SEMINAR, CONFERENCE, WORKSHOP, CERTIFICATION COURSE AND PROFESSIONAL PUBLICATION FEES FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES**

Attached is a council order authorizing payment to the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) for registration fees to attend a seminar, conference, workshop, certification course and publication fees for all employees in the Department of Human Resources

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

June 4, 2024

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING PAYMENT TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR REGISTRATION FEES TO ATTEND A SEMINAR, CONFERENCE, WORKSHOP, CERTIFICATION COURSE AND PROFESSIONAL PUBLICATION FEES FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES</b>																																													
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7.	<input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources																																													
8.	<b>COST</b>																																														
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General Fund																																													
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	___																																							
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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

2779

39207-2779


Post Office Box

Jackson, Mississippi

Telephone: (601) 960-1799


Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

  
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF PROFESSIONAL ASSOCIATION DUES, PUBLICATION FEES, AND REGISTRATION FEES FOR WORKSHOPS, SEMINARS, CONFERENCES, AND COURSE CERTIFICATIONS TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

  
Drew Martin, City Attorney

  
Date

  
Carrie Johnson, DCA

  
Sondra Moncure, SACA



10





OFFICE OF THE CITY ATTORNEY  
5-28-24

**ORDER RESCINDING THE FEBRUARY 23, 2016, RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ADOPTING A CITYWIDE RETENTION SCHEDULE FOR THE CITY OF JACKSON AND AUTHORIZING THE CITY OF JACKSON TO ADHERE TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S ("MDAH") RETENTION SCHEDULE FOR MUNICIPALITIES, AS AMENDED FROM TIME TO TIME. (A. HARRIS, LUMUMBA)**

**WHEREAS**, on February 23, 2016, the City Council of Jackson, Mississippi, passed a Resolution adopting the State of Mississippi Records Retention Guidelines; and

**WHEREAS**, the resolution adopted the retention guidelines as set forth by MDAH at that time and did not include any language that the City will adopt future changes to the retention schedule as made by MDAH; and

**WHEREAS**, to adopt the general records retention schedule for municipalities, as it may change from time to time, the Municipal Clerk recommends that the governing authorities for the City adopt an Order authorizing and mandating that all City departments adhere to the MDAH Records Retention Schedules for Municipalities, including as it is amended from time to time; and

**WHEREAS**, the Department of Archives and History, Local Government Records Office issue the general records retention schedules, as found in Section 39-5-9, Mississippi Code of 1972, Annotated (MCA), as amended; and

**WHEREAS**, the retention period listed in the general schedules for each records series is the minimum time necessary to retain the records. There may be conditions or factors in the City that require retention of a particular record series for a more extended period than is required by the general records schedule, and, in such cases, the City may continue retention of the records series as needed. In no case, however, may records be destroyed sooner than the scheduled retention period; and

**WHEREAS**, the adoption of the same is in the best interests of the City of Jackson, in order to facilitate the orderly and efficient transfer, retention, and destruction of its records.

**IT IS, THEREFORE, ORDERED** that the City of Jackson, Mississippi, hereby adopts the State of Mississippi's "Records Retention Schedules for Municipalities: General Schedules" as the citywide records retention schedule, including any future amendments that may be made to the Retention Schedule; and

**IT IS FURTHER ORDERED** and reflected in the minutes that the City of Jackson will adhere to and automatically adopt all retention schedules issued for municipalities in the future by the Local Government Records Committee.

Agenda Item # 10  
Date: June 4, 2024  
By: A. Harris, Lumumba



## M E M O R A N D U M

Department of Municipal Clerk  
(601) 960-1035

**TO:** Honorable Chokwe A. Lumumba, Mayor  
To All City Council Members

**FROM:** Angela Harris, Municipal Clerk 

**DATE:** May 13, 2024

**RE:** Adopting A City-Wide Retention Schedule-State of Mississippi-Archives & History

The Municipal Clerk Department is adhering to Section 39-5-9-, Mississippi Code of 1972, as amended to follow the procedure whereby certain public records which have served their purpose are no longer required, may be destroyed, and the destruction of said records will not interfere with the services and functions of the City. On February 23, 2016, a resolution was passed by the City Council to adopt said retention schedule.

The State of Mississippi Records Retention Schedules for Municipalities General Schedules by record type, each type of record and their respective retention periods has been determined that the "State of Mississippi Records Retention Guidelines" set forth by the State of Mississippi comply with federal and state statutes and generally accepted records management practices for the retention and destruction of City records. The Department of Archives and History updates its retention schedule quarterly to reflect changes within the retention policy. It is in the best interest of the City of Jackson to automatically adopt and adhere to the retention schedule for municipalities by the State of Mississippi.

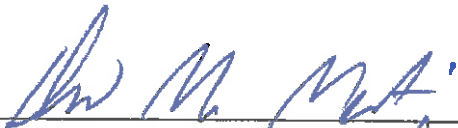
Thank you for your cooperation. Please feel free to contact me at (601) 960-1137, should you have any further questions.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER RESCINDING THE FEBRUARY 23, 2016 RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ADOPTING A CITYWIDE RETENTION SCHEDULE FOR THE CITY OF JACKSON AND AUTHORIZING THE CITY OF JACKSON TO ADHERE TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S ("MDAH") RETENTION SCHEDULE FOR MUNICIPALITIES legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney** *DM*  
**Sondra Moncure, Special Assistant** *SM*  
**Justin Powell, Deputy City Attorney** *JP*

  
\_\_\_\_\_  
Date



1 1



5-2-24

**RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2024 VOTING DELEGATES FOR THE CITY OF JACKSON.**

**WHEREAS**, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

**WHEREAS**, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI.**

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2024 Mississippi Municipal League election to be held at the annual convention on June 25<sup>th</sup>, 2024 as follows:

Voting Delegate: \_\_\_\_\_

First Alternate: \_\_\_\_\_

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

Agenda Item: 11  
Date: June 4, 2024  
By: A. Harris, Lumumba



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
5/28/24

## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2024 VOTING DELEGATES FOR THE CITY OF JACKSON legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

Drew Martin, City Attorney *DM*

Sondra Moncure, Special Assistant *SM*

Justin Powell, Deputy City Attorney *JP*

*5/28/24*

Date

**MML 2<sup>nd</sup> Vice President Candidates 2024**

**Mayor Cindy Bryan  
Town of New Hebron**

**Mayor Hope Magee Jones  
City of Collins**



12



OFFICE OF THE  
S.M. 5/9/24  
SHERIFF

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL PROPERTY AUCTION AGREEMENT WITH AUCTION 18, LLC TO CONDUCT PUBLIC AUCTIONS FOR THE DISPOSAL OF ANY LOST, STOLEN, ABANDONED, OR MISPLACED PERSONAL PROPERTY FOR THE JACKSON POLICE DEPARTMENT**

**WHEREAS**, the Jackson Police Department frequently recovers stolen, lost, misplaced, or abandoned property; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code Annotated, as amended, gives governing authorities for the City of Jackson a procedure for disposing of any lost, stolen, abandoned, or misplaced personal property, which shall be by public auction to the highest bidder; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

**WHEREAS**, it is in the best interest of the City of Jackson to contract with a licensed auctioneer, Auction 18, LLC, to conduct the auctions contemplated by Section 21-39-21; and

**WHEREAS**, the Jackson Police Department for the City of Jackson, Mississippi desires to enter into a Personal Property Auction Agreement with Auction, 18, LLC; and

**WHEREAS**, the proposed contract with Auction 18, LLC shall commence on June 1, 2024, and expire on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said Agreement, it will renew automatically for two years; and

**WHEREAS**, Auction 18, LLC shall receive, and the City shall pay as full compensation for all services a sum not to exceed 9.0 percent of the gross sales receipts at the close of auction performed by Auction 18, LLC, which may be deducted from the gross sales receipts; and

**WHEREAS**, If the City manages payment collection at the close of the auction, the City will pay all invoices within 45 days of submission pursuant to State law. Should Auction 18, LLC manage payment collection at the close of the auction, Auction 18, LLC shall turn over net proceeds from the auction to the City within five (5) days from date of the auction, along with the sale records and receipts; and

**WHEREAS**, all property will be sold to the highest bidder. No property shall be sold or withdrawn from the auction prior to the auction except by mutual Agreement between the City and Auction 18, LLC.

**WHEREAS**, if the property is sold or withdrawn prior to the auction, Auction 18, LLC shall receive a 9 percent commission on the item. Auction 18, LLC shall receive a 9 percent commission on any item withdrawn from sale, transferred, or sold within 30 days after the auction. Auction 18, LLC agrees to pay all expenses of preparation, advertising, and conducting

Agenda Item # 12  
June 4, 2024  
(Wade, Lumumba)

said auction. In case of postponement, the auction will take place on a later date, agreeable to Seller and Auction 18, LLC. The commission will be based on a percentage of the gross sales; and

**WHEREAS**, Auction 18, LLC shall indemnify and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and costs related to court action or arbitration arising out of or resulting from the performance of the Agreement or the actions of the Auction 18, LLC or its officials, employees, or agents under this Agreement or the Agreements entered into by the Auction 18, LLC in connection with this Agreement. This indemnification shall survive the termination of this Agreement; and

**WHEREAS**, a copy of the proposed Agreement is attached and made a part of the minutes; and

**WHEREAS**, according to the State of Secretary, Nicholas L. Varner has an active Auctioneer License (No. 1376) in Mississippi and is in good standing to business in this state: and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Personal Property Auction Agreement with Auction 18, LLC commencing on June 1, 2024, and expiring on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said Agreement, it will renew automatically for two years.

Item# \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Wade, Tillman

POINTS		COMENTS								
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF JACKSON'S POLICE DEPARTMENT AND AUCTION 18, TO ACT AS AUCTIONEER AT THE JACKSON POLICE DEPARTMENT'S PUBLIC AUCTIONS IN BUDGET YEAR 2024.								
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								
3.	<b>Who will be affected</b>	JACKSON POLICE DEPARTMENT								
4.	<b>Benefits</b>	To clear the city's impound lot of congestion and relieved cost of storage and security of non-city owned property								
5.	<b>Schedule (beginning date)</b>	UPON COUNCIL APPROVAL								
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ ■ <b>Project limits if applicable</b>	ALL WARDS  CITYWIDE  N/A								
7.	<b>Action implemented by:</b> ■ <b>City Department</b> ■ <b>Consultant</b>	JACKSON POLICE DEPARTMENT  CITY LEGAL								
8.	<b>COST</b>	No Cost								
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> ■ <b>Bond</b> ■ <b>Other</b>									
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  
5/11/24 S.M.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL PROPERTY AUCTION AGREEMENT WITH AUTION 18, LLC TO CONDUCT PUBLIC AUCTIONS FOR THE DISPOSAL OF ANY LOST, STOLEN, ABANDONED, OR MISPLACED PERSONAL PROPERTY FOR THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
Drew Martin, *City Attorney*  
Sondra Moncure, *Special Assistant* 

5/11/24  
Date



**Assistant Chief**  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
**Chief of Police Joseph Wade**

**Assistant Chief**  
Wendell Watts

To: Mayor Chokwe A. Lumumba  
City of Jackson

From: Chief Joseph Wade   
Jackson Police Department

Date: February 14, 2024

Re: **Agenda Order authorizing the City of Jackson to enter into an agreement with AUCTION 18 to act as an auctioneer for the City of Jackson's public auctions**

---

The City of Jackson routinely receives and recovers lost, stolen, abandoned, or misplaced motor vehicles which must be disposed of according to the procedure outlined in Section 21-39-21, Mississippi Code 1972, as amended.

Submitted for your approval is an order authorizing an MOU with AUCTION 18 to conduct public auctions for the sale of lost, stolen, abandoned, or misplaced motor vehicles, equipment, and personal property to bring additional revenue to the Police Department.

If more action or information is needed, please advise.

: sb



Assistant Chief of Police  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
Administration Division

Deputy Chief of Police  
Tyrone Buckley

## Memorandum

---

**To:** Joseph Wade, Chief of Police *(Signature) 2.14.24 (Approved)*

**From:** Vincent Grizzell, Assistant Chief of Police, Administration Services Bureau *(Signature) 2.13.24*

**Date:** February 13, 2024

**Re:** Agenda Item – Order Authorizing to Enter into an Agreement with AUCTION 18 to act as Auctioneer for the Jackson Police Department’s Public Auctions

---

It is my recommendation that the Jackson Police Department enter into an agreement with Mr. Lance Varner of AUCTION 18, 3616 MS Hwy-18, Raymond, Mississippi, to act as auctioneer for the Jackson Police Department’s public auctions. Currently, the city impound is in possession of vehicles and evidence that have been seized, abandoned or recovered property which will be sold at the Jackson Police Department’s Public Auction. The auctioneer shall receive as compensation for promoting, advertising and conducting said auction sale 9% of gross sales receipt resulting from auction.

In accordance with Section 21-39-21, Mississippi Code of 1972, as amended, abandoned, seized or recovered motor vehicles and equipment should be sold at public auction.

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



## PERSONAL PROPERTY AUCTION AGREEMENT

This Agreement made by and between the City of Jackson on behalf of the Jackson Police Department hereafter called Seller, and Auction 18, LLC., whose principal office is located at 108 Magnolia Springs, Florence, MS 39073, hereafter called Auctioneer.

### RECITALS

WHEREAS, Section 21-39-21 of the Mississippi Code Annotated, as amended gives governing authorities for the city of Jackson a procedure for disposing of any lost, stolen, abandoned, or misplaced personal property, which shall be by public auction to the highest bidder: and

WHEREAS, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

WHEREAS, the Jackson Police Department for the city of Jackson, Mississippi desire to enter into a Personal Property Auction Agreement with Auction, 18, LLC; and

WHEREAS, according to the State of Secretary, Lance Varner has an active Auctioneer License (No. 1376) in this state and is in good standing to business in this state: and

WHEREAS, the governing authorities for the city of Jackson previously authorized the Mayor to execute a Personal Property Auction Agreement to provide auctioneer services to the city of Jackson for an initial term beginning June 1, 2024 through May 31, 2025, with a two-year option to renew said agreement; and

**NOW THEREFORE** in consideration of the mutual covenants and agreements reached by the parties in the initial agreement and restated in this agreement, the parties agree that the following provisions shall govern their relationship:

### SERVICES

Auctioneer hereby agrees to:

- (1) Use his/her professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale. Seller agrees to not interfere with, prevent or prohibit Auctioneer in any manner prior to or during auction from carrying out his/her duties and obligations of this agreement.
- (2) Follow all reasonable requests of the Seller of the goods being sold at the auction.
- (3) Perform such auctioneer's duties so that the highest or most favorable offer made by a member of the audience is accepted, and shall otherwise perform such duties in accordance with the highest standards of the auctioneering profession.

- (4) Ensure all advertisements of auctions disclose (a) The auctioneer's name and the name of the auction firm involved; (b) whether the auction is to be absolute or with reserve; and the auctioneer's or auction firm's auction license number.
- (5) hold a live auction, on-site for items (excluding deadly weapons as set forth in Section 45-9-151 of the M.C.A. and property seized under the Uniform Controlled Substances Law) located at 4225-C Michael Avalon Street Jackson, MS 39209, Jackson Impound Lot Garage.
- (6) Only advertise items the Seller intend to offer for sale at the advertised auction.

### **TERM**

This Agreement shall commence on June 1, 2024 and expire on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said agreement, it will renew automatically for two years.

### **MANNER OF AUCTION**

All property will be sold to the highest bidder. No property shall be sold or withdrawn from the auction prior to the auction except by mutual agreement between Seller and Auctioneer. If property is sold or withdrawn prior to auction, Auctioneer shall receive 9 percent commission on the item. Auctioneer shall receive 9 percent commission on any item withdrawn from sale or transferred or sold within 30 days after the auction. Auctioneer agrees to pay all expenses of preparation, advertising, and conducting said auction. In case of postponement, the auction will take place on a later date agreeable to Seller and Auctioneer. Commission will be based on a percentage of the gross sales.

### **COMPENSATION**

Auctioneer shall receive, and the Seller shall pay as full compensation for all services a sum not to exceed 9.0 percent of the gross sales receipts at the close of auction performed by the Auctioneer, which may be deducted from the gross sales receipts. If the Seller manage payment collection at the close of auction, the Seller will pay all invoices within 45 days of submission pursuant to State law. Should Auctioneer manage payment collection at the close of auction, Auctioneer shall turn over net proceeds from auction to Seller within five (5) days from date of auction, along with the sale records and receipts.

### **INDEPENDENT CONTRACTOR**

Auctioneer is an independent contractor and shall not represent itself as an agent or employee of the City for purpose in the performance of Auctioneer's duties under this Agreement. Accordingly, Auctioneer shall be responsible for payment of all federal, state and local taxes, as well as business license fees arising out of Auctioneer's activities in accordance with this Agreement. For purposes of

the Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes.

### **INDEMNITY, INSURANCE AND BOND**

Auctioneer shall indemnify and hold harmless the Seller and its officials, agents and employees from and against all claims, damages, losses, and expense, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and costs related to court action or arbitration arising out of or resulting from the performance of the Agreement or the actions of the Auctioneer or its officials, employees, or agents under this Agreement or under the Agreements entered into by the Auctioneer in connection with this Agreement. This indemnification shall survive the termination of this agreement.

In addition, Auctioneer shall comply with the Mississippi Workers Compensation Act and shall provide for the payment of workers compensation to its employees in the manner and to the extent required by such Act. Auctioneer shall maintain, at its expense, the following minimum insurance coverage:

- a. Bodily Injury Liability: \$1,000,000 each accident; and
- b. Automobile Property Damage Liability: \$500,000 each accident; and
- c. Property Damage Liability: \$1,000,000 each accident \$1,000,000 aggregate operation, \$1,000,000 aggregate protective (Insuring clause for bodily injury and damage shall be amended to provide coverage on an occurrence basis); and
- d. Bond in the amount of \$100,000.

Upon execution of the Agreement, Auctioneer shall furnish City proof of compliance with the insurance and bond requirements of the Agreement and shall furnish a certificate of insurance from an insurance company licensed to do business in the State of Mississippi and acceptable to the Seller in order to verify the existence of said insurance coverage. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

### **HEALTH AND SAFETY**

Auctioneer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA, and all other regulatory agencies while providing services under this Agreement.

### **NON-DISCRIMINATION IN EMPLOYMENT**

Auctioneer shall not discriminate against any employee or applicant for employment in its business because of age, sex, race, creed, national origin, or disability. Auctioneer shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment without regards to their age, sex, race, creed, national origin, or disability. In the event Auctioneer is determined by the final order of an appropriate agency or court to be in violation of

any non-discrimination provision of federal, state, or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by the Seller and Auctioneer may be declared ineligible for future work with the City.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Mississippi. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mississippi.

### **TERMINATION OF AGREEMENT**

The Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. The termination notice period shall begin upon receipt of the notice of termination. The termination does not bar either party from pursuing a claim for damages for breach of the Agreement.

The Agreement may be terminated for cause by either party notifying the breaching party of a substantial failure to perform in accordance with the provisions of the Agreement and if the failure is not corrected within ten (10) days of receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

The termination of the Renewal Agreement with or without cause shall not form the basis for any claim for loss of anticipated profits by either party.

### **ASSIGNMENT**

Auctioneer shall not assign its interest in this Agreement without the prior written consent of the City. Auctioneer has no authority to enter into agreements on behalf of the City.

### **COMPLIANCE WITH LAWS**

Auctioneer represents that it is in compliance with all Federal, State and local laws, regulation or orders as amended or supplemented. If the Auctioneer's license is suspended or revoked by the Mississippi Auctioneer Commission, this Agreement shall terminate automatically.

### **NOTICES**

All notices which may be required by this Agreement or any rule of law shall be effective when received by mail sent to the following address:

City of Jackson Mississippi

Office of the City Attorney

Post Office Box 2779

Jackson, MS 39207

**AND** Jackson Police Department

Post Office Box 17

Jackson, MS 39201

Auction, 18, LLC  
Nicholas L. Varner  
108 Magnolia Springs  
Florence, MS 39073

### **AUDIT RIGHTS**

For all services being provided under this Agreement, the City shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services within one (1) week of said request. Such review will be conducted at the Office of the City Attorney.

### **EQUIPMENT**

Auctioneer shall supply, at its sole expense, all personnel, equipment, tools, materials, and or supplies required to provide contracted services unless otherwise agreed in writing. In no event shall Seller otherwise be responsible for expenses incurred by Auctioneer in performance of the contract work.

### **NON-EXCLUSIVITY**

The City reserves the right to contract with other companies or entities for auction services and or auction related services without restriction.

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between Seller and Auctioneer and shall supersede all prior understandings between Seller and Auctioneer relating to the subject matter hereof and may be amended only by written agreement of the parties.

### **HEADINGS**

The subject heading of the paragraphs is included for purpose of convenience only and shall not affect the construction or interpretation of any of its provisions. The Agreement shall be deemed to have been drafted by both parties and no purpose of interpretation shall be made to the contrary.

AUCTION 18, LLC

CITY OF JACKSON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Name History**

**Name**

Auction 18, LLC

**Name Type**

Legal

**Business Information**

**Business Type:**

Limited Liability Company

**Business ID:**

1021496

**Status:**

Good Standing

**Effective Date:**

05/20/2013

**State of Incorporation:**

Mississippi

**Principal Office Address:**

108 Magnolia Springs  
Florence, MS 39073

**Registered Agent**

**Name**

Varner, Nicholas L.  
108 Magnolia Springs  
Florence, MS 39073

**Officers & Directors**

**Name**

Nicholas L. Varner  
108 Magnolia Springs  
Florence, MS 39073

**Title**

Member

## Re: Bond Update

Gilda M. Coleman <gcoleman@city.jackson.ms.us>

Wed 5/8/2024 3:44 PM

To: Sasha Gill Williamson <sashagill1@hotmail.com>

Cc: Gilda M. Coleman <gcoleman@city.jackson.ms.us>; Vincent Grizzell <vgrizzell@city.jackson.ms.us>; Sondra Moncure <smoncure@city.jackson.ms.us>

Good Afternoon:

Sasha, thank you for the update. We are excited to do business with Mr. Varner. We look forward to receiving the bond paperwork.

Thanks again.

---

**From:** Sasha Gill Williamson <sashagill1@hotmail.com>

**Sent:** Wednesday, May 8, 2024 3:27 PM

**To:** Gilda M. Coleman <gcoleman@city.jackson.ms.us>

**Subject:** Bond Update

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mrs. Glinda,

We have sent all of the required documents to the bond/insurance company and they have started the background check process. We should hear something soon, the agent didn't give me an exact timeline. I just wanted to keep you updated.

Thank you,

Sasha Williamson

13



**ORDER AUTHORIZING THE PAYMENT TO JONES REFRIGERATION, INC. FOR REPLACEMENT MOTORS, UNFREEZE THE FREEZER AND A SYSTEM CHECK FOR ALL OPERATIONS.**

**WHEREAS**, the City of Jackson and the Jackson Police Department's freezer was in need of repair to its refrigeration system at the Jackson Animal Control located at 140 Outer Circle, Jackson, Mississippi; and

**WHEREAS**, the Jones Refrigeration Company, P.O. Box 5945, Brandon, Mississippi was contacted to make the needed repairs to the freezer; and

**WHEREAS**, the following repairs were made by Jones Refrigeration, P.O. Box 5945, Brandon, Mississippi on September 15, 2023. Two locked up motors was replaced. The freezer was started and all system operation was checked. The total amount of the repairs is \$1,133.90; and

**IT IS, HEREBY, ORDERED** that the Mayor authorized payment to Jones Refrigeration Company, P.O. Box 5945, Brandon, Mississippi for repairs made to the freezer located at the Animal Control department at 140 Outer Circle, Jackson, Mississippi. The total amount of the repairs is \$1,133.90.

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to pay the cost of repairs to the freezer at the Animal Control department at 140 Outer Circle, Jackson, Mississippi.

**APPROVED FOR AGENDA:**

Agenda Item # 13  
June 4, 2024  
(Wade, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 10, 2024  
DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	<b>ORDER AUTHORIZING THE PAYMENT TO JONES REFRIGERATION, INC. FOR REPLACEMENT MOTORS, UNFREEZE THE FREEZER AND A SYSTEM CHECK FOR ALL OPERATIONS.</b>																														
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	To improve the safety and health of all citizens of Jackson by refrigerating dead carcasses and not leaving them on the street by paying outstanding invoice.																														
5.	Schedule (beginning date)	Immediately upon council approval																														
6.	Location: WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	ALL WARDS  CITY WIDE and Surrounding areas.																														
7.	Action implemented by: City Department <input checked="" type="checkbox"/>  Consultant <input type="checkbox"/>	Jackson Police Department																														
8.	COST	\$1,133.90																														
9.	Source of Funding General Fund <input type="checkbox"/> Grant Bond <input type="checkbox"/> Other <input type="checkbox"/>	Acct # 001.442.23.6317																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	AABE	_____ %	WAIVER	yes ___	no ___	N/A	WBE	_____ %	WAIVER	yes ___	no ___	N/A	HBE	_____ %	WAIVER	yes ___	no ___	N/A	NABE	_____ %	WAIVER	yes ___	no ___	N/A
ABE	_____ %	WAIVER	yes ___	no ___	N/A																											
AABE	_____ %	WAIVER	yes ___	no ___	N/A																											
WBE	_____ %	WAIVER	yes ___	no ___	N/A																											
HBE	_____ %	WAIVER	yes ___	no ___	N/A																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A																											

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
4-29-24  
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 PAYMENT TO JONES REFRIGERATION, INC. FOR REPLACEMENT MOTORS, UNFREEZE THE FREEZER AND A SYSTEM CHECK FOR ALL OPERATIONS** is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*  
Drew Martin, *City Attorney*  
Sondra Moncure, *Special Assistant* *A.M. 5/1/24*  
Bridgette Morgan, *Deputy City Attorney* *[Signature]*

*5/1/24*  
Date



Rec'd  
4-18-24  
CWB



Assistant Chief of Police  
Vincent Grizzell

JACKSON POLICE DEPARTMENT  
Administration Division

Deputy Chief of Police  
Tyrone Buckley

FWD to Chief's  
office 4/15/24  
Rec'd 4.15.24  
File returned  
on acct  
PJB

### Memorandum

4-16-24 Returned to  
Chief w/ acct &  
4-16-24 returned  
for correction  
to Admin

**To:** Joseph Wade, Chief of Police *JW 4.22.24*

**From:** Vincent Grizzell, Assistant Chief of Police, Administration Division *VG 4/12/24 Approved*

**Date:** April 11, 2024

**Re:** Agenda Item – Order Authorizing Payment to Jones Refrigeration, Inc.

On September 15, 2023, the Jackson Police Department's Animal Control Unit contacted the Jones Refrigeration Company, P.O. Box 5945, Brandon, Mississippi for refrigeration repairs. Subsequently, Jones Refrigeration made the necessary repairs to the freezers and reset the operation system. The cost of the repairs was \$1,224.61.

Submitted for your approval is an Order Authorizing the Jackson Police Department to pay Jones Refrigeration for the necessary repairs to the freezers and operation system. The total cost is \$1,224.61 based on an invoice submitted by Jones Refrigeration Company.

I am approving the payment of \$1,224.61 to the Jones Refrigeration Company for the cost of repairs to the freezers and operation system at the Animal Control department.

# JONES REFRIGERATION INC.

Invoice **74030**

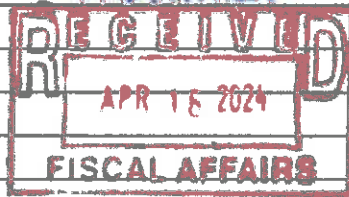
*2*

P.O. BOX 5945 BRANDON, MS 39047 • (601) 829-1384 • FAX (601) 829-1311  
EMAIL: jonesrefrigerationinc@gmail.com

NAME <i>Jackson Animal Control</i>	BILL TO
ADDRESS <i>140 Outer cir</i>	ADDRESS
CITY, STATE, ZIP <i>Jackson, MS</i>	CITY, STATE, ZIP

PURCHASE-ORDER NUMBER	TECHNICIAN <i>TH</i>	TERMS <b>NET 30 DAYS</b>	DATE <i>09/15/23</i>
-----------------------	-------------------------	-----------------------------	-------------------------

DESCRIPTION	AMOUNT
<i>Came out to look at WIF. Found two locked up evap motor. Got motors Replaced motors. Started freezer up. Checked all operations. Everything working as should at this time.</i>	
<i>Surcharge</i>	<i>50 00</i>
<i>evap motors</i>	<i>495 90</i>
<i>Labor</i>	<i>588 00</i>
	<i>1133 90</i>
<i>tax</i>	<i>90 71</i>
<i>total</i>	<i>1224 61</i>



*Acct# 001.442.23.6317*

**Pay By Invoice**

**No Monthly Statement Will Be Sent.**

Invoice is subject to a FINANCE CHARGE of 1.5% per month on the unpaid balance if not paid within above terms.

SIGNATURE *Jackson Animal Control*

# JONES REFRIGERATION INC.

Invoice **74030**

*Handwritten mark*

P.O. BOX 5945 BRANDON, MS 39047 • (601) 829-1384 • FAX (601) 829-1311  
EMAIL: jonesrefrigerationinc@gmail.com

NAME <i>Jackson Animal Control</i>	BILL TO
ADDRESS <i>140 Outer Cir</i>	ADDRESS
CITY, STATE, ZIP <i>Jackson, MS</i>	CITY, STATE, ZIP

PURCHASE-ORDER NUMBER	TECHNICIAN <i>TH</i>	TERMS <b>NET 30 DAYS</b>	DATE <i>09/15/23</i>
-----------------------	-------------------------	-----------------------------	-------------------------

DESCRIPTION	AMOUNT
<i>Came out to look at WJF. Found two locked up evap motor. Got motors replaced. Started freezer up, checked all operations. Everything working as should at this time.</i>	
<i>Surcharge</i>	<i>50 00</i>
<i>evap motors</i>	<i>495 90</i>
<i>Labor</i>	<i>588 00</i>
	<i>1133 90</i>
	<i>tax 90 71</i>
	<i>total 1224 61</i>
<b>Pay By Invoice</b>	
<b>No Monthly Statement Will Be Sent.</b>	
Invoice is subject to a FINANCE CHARGE of 1.5% per month on the unpaid balance if not paid within above terms.	

SIGNATURE *Jackson Animal Control*

14



**ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB)**

Whereas Section 21-17-5 of the Mississippi Code as amended states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

Whereas, the Jackson Police Department obtained goods and services from Mississippi Forensic Laboratory; and

Whereas, the goods or services obtained from the vendor were lawful and for a proper municipal purpose; and

Whereas, the invoices of Mississippi Forensic Laboratory (DPS Crime Lab) remain unpaid;

Whereas, the vendor was unaware of the error or failure of the Jackson Police Department concerning the procurements and furnished the goods and services in good faith; and

Whereas, Section 31-7-57(2) of the Mississippi Code states that a vendor who in good faith delivers commodities and services shall be entitled to recover the fair market value of the commodities or services if the vendor had no control of, participation in, or actual knowledge of the error or failure; and

Whereas, the invoices submitted by Mississippi Forensic Laboratory (DPS Crime Lab) which remain unpaid are as follows:

Invoice Date	Invoice Number	Amount	Service
6/3/21	90104543	\$720.00	Analytical Fees
7/6/21	90105636	\$540.00	Analytical Fees
8/5/21	90107868	\$1,800.00	Analytical Fees
10/4/21	90109975	\$480.00	Analytical Fees
11/5/21	90111457	\$660.00	Analytical Fees
12/3/21	90112417	\$780.00	Analytical Fees
1/5/22	90113345	\$600.00	Analytical Fees
2/8/22	90114529	\$780.00	Analytical Fees
3/2/22	90115346	\$780.00	Analytical Fees
4/6/22	90116255	\$1,500.00	Analytical Fees
5/10/22	90117919	\$1,980.00	Analytical Fees
6/7/22	90118952	\$960.00	Analytical Fees
8/3/22	90120952	\$1,260.00	Analytical Fees
9/8/22	90122126	\$1,560.00	Analytical Fees
3/13/23	90129081	\$960.00	Analytical Fees
5/15/23	90131442	\$900.00	Analytical Fees
8/8/23	90134662	\$1,560.00	Analytical Fees
9/11/23	90135691	\$1,140.00	Analytical Fees

<b>10/12/23</b>	<b>90136874</b>	<b>\$1,080.00</b>	<b>Analytical Fees</b>
<b>11/7/23</b>	<b>90137907</b>	<b>\$720.00</b>	<b>Analytical Fees</b>
<b>12/8/23</b>	<b>90139181</b>	<b>\$1,500.00</b>	<b>Analytical Fees</b>
<b>1/3/24</b>	<b>90139532</b>	<b>\$1,560.00</b>	<b>Analytical Fees</b>
<b>2/6/24</b>	<b>90141287</b>	<b>\$2,400.00</b>	<b>Analytical Fees</b>
<b>3/8/24</b>	<b>90142532</b>	<b>\$3,060.00</b>	<b>Analytical Fees</b>
<b>4/4/24</b>	<b>90143599</b>	<b>\$2,100.00</b>	<b>Analytical Fees</b>
<b>Totals</b>	<b>25 Invoices</b>	<b>\$31,380.00</b>	

**Whereas, the sums invoiced are fair market value for the goods and services received; and**

**Whereas, the best interest of the City of Jackson would be served by payment of the invoices because payment would ensure that future goods and services can be procured;**

**IT IS THEREFORE ORDERED that the following invoices of Mississippi Forensic Laboratory (DPS Crime Lab) are approved to be paid in the amount of \$ 31,380.00.**

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: April 26, 2024

	<b>P O I N T S</b>	<b>C O M M E N T S</b>																																			
1.	<b>Brief Description/Purpose</b>	ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB)																																			
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Crime Prevention, Quality of Life																																			
3.	<b>Who will be affected</b>	City of Jackson Police Department																																			
4.	<b>Benefits</b>	Analytical testing of evidence for the Jackson Police Department																																			
5.	<b>Schedule (beginning date)</b>	Upon council approval																																			
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	City in General																																			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Jackson Police Department																																			
8.	<b>COST</b>	\$ 31,380.00																																			
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	Account # 001.442.25.6419																																			
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</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	_____																															



**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : JUN 2021

INVOICE NO : 90104543  
DATE : 06/03/21

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	11	EA	\$ 65.45	\$ 720.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 720.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : JUL 2021

INVOICE NO : 90105636  
DATE : 07/06/21

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	9	EA	\$ 60.00	\$ 540.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 540.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : AUG 2021

INVOICE NO : 90107868  
DATE : 08/05/21

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	30	EA	\$ 60.00	\$ 1,800.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,800.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : OCT 2021

INVOICE NO : 90109975  
DATE : 10/04/21

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	8	EA	\$ 60.00	\$ 480.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 480.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : NOV 2021

INVOICE NO : 90111457  
DATE : 11/05/21

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	11	EA	\$ 60.00	\$ 660.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 660.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : DEC 2021

INVOICE NO : 90112417  
DATE : 12/03/21

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	13	EA	\$ 60.00	\$ 780.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 780.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : JAN 2022

INVOICE NO : 90113345  
DATE : 01/05/22

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	10	EA	\$ 60.00	\$ 600.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 600.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : FEB 2022

INVOICE NO : 90114529  
DATE : 02/08/22

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	13	EA	\$ 60.00	\$ 780.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 780.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**



**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : MAR 2022

INVOICE NO : 90115346  
DATE : 03/02/22

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	13	EA	\$ 60.00	\$ 780.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 780.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : APR 2022

INVOICE NO : 90116255  
DATE : 04/06/22

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

SPECIAL INSTRUCTIONS :

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	25	EA	\$ 60.00	\$ 1,500.00
TOTAL AMOUNT DUE :						\$ 1,500.00

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711

# DPS - CRIME LAB Invoice

SERVICE FOR MONTH OF : MAY 2022

INVOICE NO : 90117919

DATE : 05/10/22

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

SPECIAL INSTRUCTIONS :

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	33	EA	\$ 60.00	\$ 1,980.00
TOTAL AMOUNT DUE :						\$ 1,980.00

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711

## DPS - CRIME LAB Invoice

SERVICE FOR MONTH OF : JUN 2022

INVOICE NO : 90118952  
DATE : 06/07/22

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	16	EA	\$ 60.00	\$ 960.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 960.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : AUG 2022

INVOICE NO : 90120952  
DATE : 08/03/22

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	21	EA	\$ 60.00	\$ 1,260.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,260.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : SEP 2022

INVOICE NO : 90122126  
DATE : 09/08/22

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	26	EA	\$ 60.00	\$ 1,560.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,560.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : MAR 2023

INVOICE NO : 90129081  
DATE : 03/13/23

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

SPECIAL INSTRUCTIONS :

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	16	EA	\$ 60.00	\$ 960.00
TOTAL AMOUNT DUE :						\$ 960.00

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : MAY 2023

INVOICE NO : 90131442  
DATE : 05/15/23

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	15	EA	\$ 60.00	\$ 900.00
TOTAL AMOUNT DUE :						\$ 900.00

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**



**DPS - CRIME LAB  
Invoice**

<b>SERVICE FOR MONTH OF : AUG 2023</b>	<b>INVOICE NO : 90134662</b> <b>DATE : 08/08/23</b>
--	--

<b>CUSTOMER : 1000000225</b> <b>JACKSON PD</b> <b>DPS00488000</b> <b>327 E. PASCAGOULA STREET</b> <b>JACKSON MS 39201</b> <b>USA</b>	<b>REMIT TO :</b> Dept. of Public Safety PO Box 958 <b>JACKSON MS 39205</b> <b>USA</b> <b>CONTACT :</b>
---	--

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	26	EA	\$ 60.00	\$ 1,560.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,560.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : SEP 2023

INVOICE NO : 90135691  
DATE : 09/11/23

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	19	EA	\$ 60.00	\$ 1,140.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,140.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : OCT 2023

INVOICE NO : 90136874  
DATE : 10/12/23

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees -	18	EA	\$ 60.00	\$ 1,080.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,080.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : NOV 2023

INVOICE NO : 90137907  
DATE : 11/07/23

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	12	EA	\$ 60.00	\$ 720.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 720.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : DEC 2023

INVOICE NO : 90139181  
DATE : 12/08/23

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	25	EA	\$ 60.00	\$ 1,500.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,500.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : JAN 2024

INVOICE NO : 90139532  
DATE : 01/03/24

CUSTOMER : 100000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	25	EA	\$ 62.40	\$ 1,560.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 1,560.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

<b>SERVICE FOR MONTH OF : FEB 2024</b>	<b>INVOICE NO : 90141287</b> <b>DATE : 02/06/24</b>
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<b>CUSTOMER : 1000000225</b> JACKSON PD DPS00488000 327 E. PASCAGOULA STREET JACKSON MS 39201 USA	<b>REMIT TO :</b> Dept. of Public Safety PO Box 958 JACKSON MS 39205 USA <b>CONTACT :</b>
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**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	39	EA	\$ 61.54	\$ 2,400.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 2,400.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**

**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : MAR 2024

INVOICE NO : 90142532  
DATE : 03/08/24

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

SPECIAL INSTRUCTIONS :

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	51	EA	\$ 60.00	\$ 3,060.00
TOTAL AMOUNT DUE :						\$ 3,060.00

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711



**DPS - CRIME LAB  
Invoice**

SERVICE FOR MONTH OF : APR 2024

INVOICE NO : 90143599  
DATE : 04/04/24

CUSTOMER : 1000000225  
JACKSON PD  
DPS00488000  
327 E. PASCAGOULA STREET  
JACKSON MS 39201  
USA

REMIT TO :  
Dept. of Public Safety  
PO Box 958  
JACKSON MS 39205  
USA  
CONTACT :

**SPECIAL INSTRUCTIONS :**

**\*\*FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE\*\***

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z1711160001	Analytical fees	34	EA	\$ 61.76	\$ 2,100.00
<b>TOTAL AMOUNT DUE :</b>						<b>\$ 2,100.00</b>

**MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711**



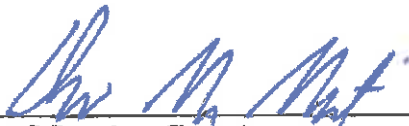
OFFICE OF THE CITY ATTORNEY  
5-18-24

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THW JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant *S.M.*

Bridgette Morgan, Deputy City Attorney *B.M.*

5/14/24

Date



**Assistant Chief of Police**  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
**Chief of Police Joseph Wade**

**Assistant Chief of Police**  
Wendell Watts

## **Memorandum**

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**To:** Chokwe Antar Lumumba, Mayor

**From:** Joseph Wade, Chief of Police 

**Date:** Friday, April 26, 2024

**Re:** Agenda Item Mississippi Forensic Laboratory (DPS Crime Lab) Outstanding Invoices

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I am submitting an agenda item for the ratification and payment of \$31,380.00 in outstanding invoices due for payment. The payment is due to the Mississippi Forensic Laboratory (DPS Crime Lab) for analytical testing of evidence submitted by the Jackson Police Department. This is a part of my efforts to ensure vendors are paid for services rendered to the Jackson Police Department, past and present. All invoices are within the statutory time frame for payment to be rendered.

15



3m 5-17-23

**ORDER AUTHORIZING THE MAYOR TO AMEND AN ORDER FORM BETWEEN THE JACKSON POLICE DEPARTMENT AND POWERDMS DIGITAL MANAGEMENT SOFTWARE FOR A RENEWAL SUBSCRIPTION TERM OF TWELVE (12) MONTHS.**

**WHEREAS**, the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

**WHEREAS**, PowerDMS provides digital management software for policy and compliance management platforms. Also, it provides a training solution to create, track and, deliver training content online; and

**WHEREAS**, PowerDMS will provide this software to the Jackson Police Department for a subscription term of twelve (12) months for a sum of **\$4,304.31**, which started December 20, 2023 and ends on December 29, 2024; and

**WHEREAS**, PowerDMS will provide a PowerPolicy Professional Subscription, PowerTraining, PowerStandards for MSLEAC and an MSLEAC Manual; and

**WHEREAS**, the Jackson Police Department has sufficient funding to pay the said subscription term in their general fund; and

**WHEREAS**, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to execute an order form and pay PowerDMS **\$4,304.31** for a renewal subscription term of twelve months, which started December 20, 2023 and ends on December 29, 2024.

**APPROVED FOR AGENDA:**

Agenda Item # **15**  
June 4, 2024  
(Wade, Lumumba)

POINTS		COMENTS								
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO AMEND AN ORDER FORM BETWEEN THE JACKSON POLICE DEPARTMENT AND POWER DMS DIGITAL MANAGEMENT SOFTWARE FOR A RENEWAL SUBSCRIPTION TERM OF TWELVE (12) MONTHS.								
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	CRIME PREVENTION								
3.	<b>Who will be affected</b>	JACKSON POLICE DEPARTMENT								
4.	<b>Benefits</b>	PROVIDE A DIGITAL PLATFORM FOR THE JACKSON POLICE DEPARTMENT GENERAL ORDERS AND TRAINING								
5.	<b>Schedule (beginning date)</b>	UPON COUNCIL APPROVAL								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	ALL WARDS  CITYWIDE  N/A								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b>  ▪ <b>Consultant</b>	JACKSON POLICE DEPARTMENT  CITY LEGAL								
8.	<b>COST</b>	\$4,304.31								
9.	<b>Source of Funding</b> ▪ <b>General Fund X</b> ▪ <b>Grant</b> ▪ <b>Bond</b> ▪ <b>Other</b>	001.442.20.6231								
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	___



**Assistant Chief of Police**  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
**Chief of Police Joseph Wade**

**Assistant Chief of Police**  
Wendell Watts

## **Memorandum**

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**To:** Joseph Wade, Chief of Police

**From:** Michael X. Outland, Sr., Captain, Professional Standards

**Date:** Tuesday, May 7, 2024

**Re:** PowerDMS Renewal

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I am submitting an agenda item for the PowerDMS document management software renewal. This software will be instrumental in creating revisions to our General Orders. It will also aid in the department's accreditation component.





Contract Records		Order Details	
Account Number:	A-26914	Order #:	Q-250972
Customer:	Jackson Police Department (MS)	Valid Until:	12/30/2023
Employee Count:	323		
Sales Rep:	Salesforce Administrator		

Customer Contact		Shipping Contact	
Billing Contact:	Jackson Police Department (MS) Michael Outland	Shipping Contact:	Jackson Police Department (MS) Michael Outland
Billing Address:	327 E Pascagoula St Jackson, MS 39205	Shipping Address:	327 E Pascagoula St Jackson, MS 39205
Billing Contact Email:	moutland@city.jackson.ms.us	Shipping Contact Email:	moutland@city.jackson.ms.us
Billing Phone:	(601) 960-1960	Shipping Phone:	(601) 960-1960

Payment Terms		Notes	
Payment Term:	Net 60	Option - Reduce to 1-9 user tier	
PO Number:			
Subscription Service			

**December 2023**

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	12/30/2023	12/29/2024	9	\$3,217.24
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
PowerTraining	Recurring	12/30/2023	12/29/2024	9	\$137.07
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.					
PowerSTANDARDS for MSLEAC	Recurring	12/30/2023	12/29/2024	1	\$950.00
Attach proofs to show compliance with MSLEAC Standard, assign assessment tasks, track revisions, and status-based grading.					
MSLEAC Manual (MS LE)	Recurring	12/30/2023	12/29/2024	1	\$0.00
View Standards Manual electronically.					
<b>December 2023 TOTAL:</b>					<b>\$4,304.31</b>

This price does NOT include any sales tax. Total in USD

**Additional Terms and Conditions**

*include in your order*

**Payment Terms:** All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

**Terms & Conditions:** This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/terms-and-conditions>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Condition:**

*As of 1/3/24  
make sure  
disregard*



† 800.749.5104  
2120 Park Pl. Suite 100  
El Segundo, CA 90245



Accepted and Agreed By Authorized Representative of:  
**Jackson Police Department (MS)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.  
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND  
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

OFFICE OF THE CITY CLERK  
CITY OF JACKSON, MISSISSIPPI

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND NEOGOV (POWER DMS DIGITAL MANAGEMENT SOFTWARE) FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS.**

**WHEREAS** the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

**WHEREAS**, NEOGOV will provide this software to the Jackson Police Department for a subscription term of twelve (12) months for a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98); and

**WHEREAS**, the City of Jackson Police Department may terminate NEOGOV account at any time, NEOGOV may at its discretion terminate the City of Jackson Police Department account at any time, for any reason at any time without notice; and

**WHEREAS**, NEOGOV will not be liable if for any reason all or any part of the services are unavailable at any time or for any period of time; and

**WHEREAS**, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund Account #001.442.20.6231.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to enter into an agreement and pay NEOGOV a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98) for a twelve-month subscription.

**Vice President Lee** moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.  
Nays – None.  
Absent – None.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on November 22, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**ORDER CONFIRMING THE ASSIGNMENT OF NEOGOV, LLC'S RIGHT OF PAYMENT TO POWERDMS**

**WHEREAS**, on November 22, 2022, the Jackson City Council authorized the Mayor execute an agreement between the Jackson Police Department and NeoGov, LLC (POWER DMS Digital Management Software) for a subscription term of twelve (12) months; and

**WHEREAS**, NeoGov, LLC provides Power DMS digital management software for policy and compliance management platforms. Also, it provides a training solution to create, track and, deliver training content online; and

**WHEREAS**, NeoGov, LLC will provide this software to the Jackson Police Department for a subscription term of twelve (12) months for a sum of \$18,526.98; and

**WHEREAS**, the Jackson Police Department received an executed letter from NeoGov's Finance Director requesting to assign NeoGov, LLC's right of payment under said agreement to POWERDMS; and

**WHEREAS**, Section 21-39-13(4) of the Mississippi Code states that "the owner of any claim against a municipality, either before or after allowance, may transfer same by assignment, and the holder of such assignment shall be entitled to receive the warrant or check therefor at the proper time by presenting such assignment to the clerk at any time before the delivery of the warrant or check to the original claimant; and

**WHEREAS**, NeoGov, LLC has requested the assignment of its right of payment to its subsidiary PowerDMS for the amount of \$18,526.98; and

**WHEREAS**, the Jackson Police Department has sufficient funding to pay the said subscription term in their general fund.

**WHEREAS**, the City of Jackson Police Department recommends that the governing authorities for the City of Jackson accept and confirms NeoGov, LLC's right of payment to POWERDMS.

**IT IS HEREBY ORDERED** that the Jackson Police Department is authorized to make payments to POWERDMS in an amount not to exceed \$18, 526.98 under the agreement between the Jackson Police Department and NeoGov, LLC (Power DMS Digital Management Software) for a subscription term of twelve (12) months.

**Vice President Lee** moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on February 14, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

Appendix I  
SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an "Order Form", "Service Order," or "SOW" (each, an "Order Form" for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement" or the "Agreement"), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
  - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless

otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. **Professional Services.** "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. **Payment Terms.**
  - a) **Fees.** Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
  - b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV's request therefor.
  - c) **Customer Purchase Orders.** Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**
  - a) **Term.** Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full

performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

- b) **Termination for Cause: Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. **Maintenance, Modifications, Support Services.**
- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) **Program Documentation: Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) **Support.** Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual



data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. **Data Processing and Privacy.**
- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.
- c) **Data Processing Agreement.** To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum ("DPA") is incorporated herein by reference:  
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.
- d) **Data Responsibilities.**
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
- f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. **Nondisclosure.**
- a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
- c) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

#### 14. Indemnification.

- a) **Customer Indemnity.** To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
- b) **NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
  - i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
  - ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or

services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

- iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. **Limitations of Liability.**



- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) **CAP ON MONETARY LIABILITY.** EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
16. **Text Message Communications.** NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
17. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
18. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event.

impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

19. **Independent Contractor, No Third Party Beneficiary, Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
20. **Entire Agreement; Amendment.** This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.
21. **General.** This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Mississippi. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Regansoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
<p>Entity Name: Jackson Police Department City of Jackson MS is correct entity</p> <p>Signature:  <small>CPM</small></p> <p>Print Name: Chokwe A Lumumba, Mayor</p> <p>Date:</p>	<p>Signature: </p> <p>Print Name: Ana Alfaro</p> <p>Date: 12/13/2022</p>

**Exhibit A  
Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Services Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

**Exhibit B**  
**PowerEngage Platform Addendum**

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement ("PowerEngage Addendum"). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.
2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer's CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer's CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.
3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.
4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
  - Configure Customer administrator account - NEOGOV
  - Walk Customer through the survey builder - NEOGOV
  - Walk Customer through the rules builder - NEOGOV
  - Walk Customer through the Feedback Board- NEOGOV
  - Walk Customer through Activity /Survey tools- NEOGOV
  - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
  - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
  - Connect to Customer CAD/RMS Data – Customer
  - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
  - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
  - Configure the questions in the survey tool = NEOGOV and Customer
  - Configure the acceptable responses in the survey tool = NEOGOV and Customer
  - Configure additional criteria (Follow Up question only) = NEOGOV and Customer



- Send sample survey to Customer on text message = NEOGOV and Customer
  - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
  - Configure the rules and texts = NEOGOV and Customer
  - Send example encounters to test rules = NEOGOV and Customer
  - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
  - Identify Personnel information needed for notifications and digest emails
  - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
  - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
  - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

### Support Services

**Telephone Assistance.** Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

**Software Problem Reporting.** Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

**Scheduled Maintenance.** Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

### **Exclusions from Technical Support Services:**

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

**Exhibit C  
HRIS Addendum**

The following terms govern the use of the HRIS Services (the "HRIS Addendum") as they relate to specific HRIS Services ordered by Customer in an Order Form. "HRIS Services" refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

**Implementation; Add-Ons; and Configuration Limitation.** Implementation of HRIS Services as detailed in the standard statement of work ("SOW") and the mutually agreed-upon scope document ("Scope") will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer's responsiveness to NEOGOV's requests during the implementation process and Customer's obligation to fill out the "Implementation Workbook" to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the "Add-Ons"). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

**CORE HR and Benefits – Additional Terms**

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module"):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
  - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
  - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.
  - c) **NEOGOV's Health Care Clearinghouse Status.** Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required

to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.

3. **Additional Termination Rights.** NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. **ERISA.** The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
  - a) **NEOGOV's Non-Fiduciary Status.** Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's beneficiary welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
  - b) **Use of NEOGOV'S Name.** Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. **Direct to Carrier Services.** Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

#### Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. **Payroll Processing and Tax Filing.** NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For

purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/EIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV's request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.
- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking

days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.

- d) **Customer Review.** Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
  - e) **Document Retention.** Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
  - f) **Special Processing.** Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
  - g) **Recovery Cooperation.** Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
  - h) **Compliance with Laws.** Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. **Effect of Failed Funds.** If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
  5. **Rejection of Entries.** NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
  6. **Resolution of Error Exceptions.** For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
  7. **NEOGOV Errors and Omissions Warranty.** NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In

addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.

8. **Additional Liability and Warranty Limitations.** NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
  
9. **Additional Termination Rights.**
  - a) **Termination for Default.** Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
  
  - b) **Effect of Termination.** No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

**Exhibit D**  
**Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.





OFFICE OF THE CITY ATTORNEY  
5/14/24

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 AMEND AN ORDER FORM BETWEEN THE JACKSON POLICE DEPARTMENT AND POWERDMS DIGITAL MANAGEMENT SOFTWARE FOR A RENEWAL SUBSCRIPTION TERM OF TWELVE (12) MONTHS is legally sufficient for placement in NOVUS Agenda.**

*Drew Martin*  
**Drew Martin, City Attorney**  
*Sondra Moncure*  
**Sondra Moncure, Special Assistant**  
*Bridgette Morgan*  
**Bridgette Morgan, Deputy City Attorney**

5/14/24  
**Date**



16



OFFICE OF THE CLERK  
4-29-24

**ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS (OWENS, LUMUMBA)**

**WHEREAS**, the Mississippi State Fire Academy (Fire Academy) performs various required professional services for the Jackson Fire Department and its Firefighters including, training, certifications, fit testing, agility testing, etc. and

**WHEREAS**, the Jackson Fire Department has received several invoices from the Fire Academy covering various professional services performed for the Jackson Fire Department, said invoices are numbered as follows: invoice # 31485, invoice # 31447, invoice # 31497, invoice # 31575, invoice # 31636, invoice # 31482, invoice # 31456, invoice # 31417, and invoice # 31366; and

**WHEREAS**, the total cost for the above invoices is Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00); and

**WHEREAS**, it is in the best interests of the City that prompt payment be made to the Fire Academy pursuant to the above invoices in the total amount of Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00) for the various required professional services it performed for the Jackson Fire Department and its Firefighters; and

**IT IS THEREBY ORDERED** that the previous professional services performed by the Fire Academy is ratified and that prompt payment shall be made to the Fire Academy pursuant to its invoices discussed above for the total amount of Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00) from account number: 001.441.20-6419; and

**IT IS FURTHER ORDERED** that prompt payment shall be made from account number: 001.441.20-6419 for each of the below invoices in the amount indicated; and

- Invoice 31485 - \$200.00
- Invoice 31447 - \$200.00
- Invoice 31497 - \$120.00
- Invoice 31575 - \$600.00
- Invoice 31636 - \$370.00
- Invoice 31482 - \$160.00
- Invoice 31456 - \$20.00
- Invoice 31417 - \$175.00
- Invoice 31366 - \$1,000.00
- **Total = \$2,845.00**

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents and/or agreements that may be needed to effectuate this Order.

(OWENS, LUMUMBA) **16**  
Item No.: \_\_\_\_\_  
Date: June 4, 2024

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS																																																												
1.	<b>Brief Description/Purpose</b>	ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS (OWENS, LUMUMBA)																																																												
2.	<b>Purpose</b>																																																													
3.	<b>Who will be affected</b>	Jackson Fire Department																																																												
4.	<b>Benefits</b>																																																													
5.	<b>Schedule (beginning date)</b>	Upon approval by Council																																																												
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>																																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Jackson Fire Department																																																												
8.	<b>COST</b>	\$2,845																																																												
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	001.441.20- 6419																																																												
10	<b>EEO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 30%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> </tr> <tr> <td>_____</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> </tr> <tr> <td>_____</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> </tr> <tr> <td>_____</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> </tr> <tr> <td>_____</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> </tr> <tr> <td>_____</td> <td>N/A</td> <td></td> <td></td> <td></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				
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Jackson Fire Department  
555 South West St  
Jackson, Mississippi 39201



Chokwe A. Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Willie G. Owens, Fire Chief  
Jackson Fire Department  
**DATE:** May 20, 2024  
**RE:** Agenda Item for June 4, 2024

The attached agenda item is to request approval of payment for past professional services performed by the Mississippi State Fire Academy for the Jackson Fire Department and its firefighters.

If you have any questions, or need additional information, please feel free to contact me at x2310

WO/at



OFFICE OF THE CITY ATTORNEY  
4/29/24

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS (OWENS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant*

Justin Powell, *Deputy City Attorney*

AM 5/1/24

JP 4/29/24

5/1/24

Date

17



**ORDER APPROVING THE PAYMENT OF THE SUM OF \$120.74 TO AXIM GEOSPATIAL, LLC FOR ADDITIONAL PROFESSIONAL SERVICES PROVIDED TO SUPPORT THE UPGRADING OF THE CITY OF JACKSON'S 311 ACTION LINE SOFTWARE CITYWORKS**

OFFICE OF THE CITY ATTORNEY  
17

**WHEREAS**, on October 11, 2022, the governing authorities for the City of Jackson authorized the Mayor to execute an agreement with *Axim Geospatial, LLC* to provide professional services supporting the upgrading of the Cityworks software, which included a GIS Support Block at a cost not to exceed \$67,500.00; and

**WHEREAS**, the October 11, 2022 action of the governing authorities which authorized the contract is recorded in Minute Book 6W at pages 36-38; and

**WHEREAS**, the October 11, 2022 minutes of the governing authorities specified the hourly rate of compensation to be paid for staff within the Solutions Architect Category as \$241.48 per hour; and

**WHEREAS**, Axim Geospatial, LLC submitted an invoice for additional services performed by staff within the Solutions Architect Category; and

**WHEREAS**, Invoice Number 13714 dated March 12, 2024 was submitted by Axim Geospatial, LLC for additional services performed by staff within the Solutions Architect Category; and

**WHEREAS**, one-half hour of service was invoiced in the amount of \$120.74; and

**WHEREAS**, personnel within the Department of Information Technology have confirmed that the work was performed satisfactorily.

**IT IS HEREBY ORDERED** that the sum of \$120.74 may be paid to Axim Geospatial LLC for the additional work performed.

**IT IS HEREBY ORDERED** that the contents of this order shall not be construed as authorizing the procurement of additional services and the payment of additional monies to Axim Geospatial LLC other than the \$120.74.

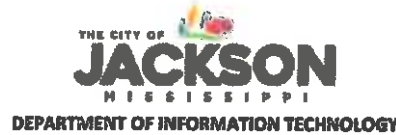
Agenda Item # 17  
June 4, 2024  
(Reid, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** May 3, 2024

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																								
1.	<b>Brief Description</b>	<b>ORDER RATIFYING THE PROCUREMENT OF SERVICES FROM AXIM GEOSPATIAL LLC., AND AUTHORIZING PAYMENT FOR SAID SERVICES.</b>																																								
2.	<b>Purpose</b>	Infrastructure and Transportation Quality of Life Crime Prevention Changes in City Government Neighborhood Enhancement																																								
3.	<b>Who will be affected</b>	All Departments																																								
4.	<b>Benefits</b>	Cityworks System(311) will help everyone with reporting and tracking problems																																								
5.	<b>Schedule (beginning date)</b>																																									
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 type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	N/A																																								
8.	<b>COST</b>	\$120.74 , remaining unpaid invoice for the Cityworks (311) upgrade																																								
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>	<table border="0"> <tr> <td>ABE _____ %</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>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>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>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>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>																																			



## MEMORANDUM

**Date:** May 6, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director of Information Technology  
**Subject:** Agenda Item for Council Meeting

The attached invoice for Continental Mapping Acquisitions Corp., doing business as Axim Geospatial, a third-party company contracted by Azteca Systems Inc.,

Contract # 2024131 for upgrading the Cityworks 311 system. The quote reflects the amount of \$120.74, a price involving the Staff Arch as it relates to the upgrade of the systems and Axim Geospatial staff labor cost.

mjr/rm

004.904.00.6231





**Bill To:**  
 City of Jackson, MS  
 219 S. President Street  
 Jackson MS 39205

**Invoice Number:** 13714  
**Invoice Date:** 03/12/2024  
**Payment Terms:** NET 30      **Due Date:** 04/12/2024  
  
**Project Code:** 4252-002.22  
**Project Title:** Jackson, MS - Cityworks SPPT BLK  
**Order Number:** 24000561

**Ship To:**  
 City of Jackson, MS  
 219 S. President Street  
 Jackson MS 39205

# INVOICE

Description			Amount (USD)
<b>T&amp;M Labor</b>			
<u>Labor Category</u>	<u>Hours</u>	<u>Rate (USD)</u>	
38: STAFF SOLUTIONS ARCH	0.50	241.48	120.74
		<b>Total for T&amp;M Labor:</b>	<u>120.74</u>
		<b>Total Amount Due This Invoice:</b>	<u><u>120.74</u></u>

**Please remit payment to:**  
 Attn: Geographic Information Services, Inc., 100 QBE Way, Suite 1225, Sun Prairie, WI 53590





18



**ORDER AUTHORIZING THE MAYOR TO PROCURE TWO (2) MICROSOFT PROJECT SOFTWARE LICENSES AND EXECUTE THE QUOTE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL SUBSCRIPTION COST OF \$1,320.00**

OFFICE OF THE CITY ATTORNEY  
M. Reid  
June 4, 2024

**WHEREAS**, Section 31-7-13 of the Mississippi Code authorizes governing authorities to purchase goods which do not involve an expenditure of more than \$5,000.00 without advertising or requesting competitive bids; and

**WHEREAS**, the Department of Information Technology has determined that software known as Microsoft Project would be beneficial to the Department because it will aid in project scheduling, resource management, budgeting, and other functions of the Department; and

**WHEREAS**, Metrix Solutions located at 190 East Capitol Street, Ste 175, Jackson, Mississippi is a Partner or company authorized to distribute Microsoft Products and submitted Quote # 063171 for Microsoft Projects Software to the Director of the Department of Information Technology indicating that two (2) software licenses can be provided at an annual cost of \$660.00 per licensed user for a total of \$1,320.00; and

**WHEREAS**, the following general terms apply to Microsoft Products when an order is accepted:

(a) The Customer is granted a nonexclusive and limited license to use the products ordered as provided in the applicable Use Rights and the agreement;

(b) The license is granted on a subscription basis and expires at the end of the applicable subscription period unless renewed;

(c) For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for software may use new versions released during the subscription period subject to the Use Rights in effect when the versions are released. Microsoft may update the Use Rights periodically, but materially adverse changes for a particular version will not apply during the applicable license, subscription billing period;

(d) Customer will control access to and use of the product by End Users and is responsible for any use of the products that does not comply with the agreement.

(e) Products are protected by copyright and other intellectual property laws and international treaties. Rights to access or use a product on a device will not give the Customer the right to implement patents or other intellectual property on the device itself or in any other software or devices.

(f) Customer is prohibited from: (1) reverse engineering, decompiling, or disassembling any product or attempting to do so; (2) installing or using non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to other license terms; (3) working around technical limitations in a product or restrictions in product documentation; (4) upgrading or downgrading parts of a product at different times; (5) distributing, sublicensing, renting, leasing or lending any products, in whole or in part, or using them to offer hosting services to a third party.

Agenda Item # 18  
June 4, 2024  
(Reid, Lumumba)

(g) Microsoft may verify Customer's compliance with the agreement at any time upon 30- day notice;

(h) Customer consents to the processing of personal data by Microsoft and its affiliates and their respective agents and subcontractors as provided in the agreement. Before providing personal data to Microsoft, customer will obtain all required consents from third parties.

(i) Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

(j) The Confidentiality obligation applies until it is deleted from Online Services; and for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

(k) Microsoft will defend a Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under the Agreement misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the product with a functional equivalent or terminate Customer's license and refund any license fees including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a product after notified to stop due to a third-party claim.

(l) If Customer orders from a Partner, the Partner will set Customer's pricing and Payment terms for the order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in the agreement by providing Microsoft with account information and consenting to Microsoft's use of account information regarding the payment method.

(m) The agreement is effective until terminated by a party. **Termination without cause** may occur on the provision of 60- day notice. Termination without cause will not affect licenses granted on a subscription basis and will continue for the duration of the subscription period subject to the terms of the Agreement. **Termination for cause** may occur upon the provision of 30 -day notice for material breach if the other party fails to cure the breach within the 30- day period. Upon termination for cause, the license will terminate immediately. All amounts due under any unpaid invoice shall become due and payable immediately. If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

OFFICE OF THE CITY ATTORNEY  
MAYRA ALVARO

( n) The Customer is free to enter into agreements to license, use, and promote the products and services of others;

(o) No third- party beneficiaries are created by the agreement.

**WHEREAS**, the general terms contained language indicating that the agreement would be governed by and construed in accordance with the State of Washington and federal laws of the United States; and

**WHEREAS**, the City of Jackson does not agree to be bound by the laws of the State of Washington but does agree to be bound by federal law, if applicable; and

**WHEREAS**, the general terms included language concerning venues for bringing action in locations other than the City of Jackson, Mississippi; and

**WHEREAS**, the City of Jackson rejects any part of the agreement which would require it to appear in a jurisdiction other than the State of Mississippi, preferably, in Jackson Mississippi.

**IT IS HEREBY ORDERED** that two Microsoft Project software licenses may be procured from Metrix Solutions, an authorized distributor of Microsoft Products.

**IT IS HEREBY ORDERED** that the sum of \$1,320.00 annually may be paid for the Microsoft Project licenses.

**IT IS HEREBY ORDERED** that the Microsoft Project licenses may be renewed annually without further order of the governing authorities provided the cost of the licenses remain at \$1,320.00.

**IT IS HEREBY ORDERED** that the general terms of the Microsoft agreement are accepted save for those which have been specifically rejected above regarding governing law and venue.

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI

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

(REID, LUMUMBA)  
DATE 4/19/2024

<b>POINTS</b>		<b>COMMENTS</b>							
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO PROCURE (2) LICENSES FOR MICROSOFT PROJECT SOFTWARE FROM METRIX SOLUTIONS AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND AND THREE HUNDRED TWENTY DOLLARS AND ZERO CENTS.</b>							
2.	<b>Purpose</b>	The purpose of this agreement is to provide (2) MICROSOFT PROJECT LICENSES							
3.	<b>Who will be affected</b>	All Departments							
4.	<b>Benefits</b>	Microsoft Project is a project management software developed, used for project scheduling, resource management, budgeting, and collaboration. It will allow Department to manage projects efficiently, allocate resources effectively, track progress, and communicate project status to stakeholders.							
5.	<b>Schedule (beginning date)</b>	Upon 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"/>	Department of Information Technology							
8.	<b>COST</b>	\$1,320.00							
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"/>	Technology Fund Other Professional Services – 004.904.00.6231							
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 INFORMATION TECHNOLOGY

## Memorandum

**Date:** April 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director of Information Technology  
**Subject:** Agenda Item for Council Meeting

The Department of Information Technology recommends entering into a professional service agreement with Metrix Solution, a Mississippi company, to provide (2) Licenses for Microsoft Project. Microsoft Project is a project management software developed, used for project scheduling, resource management, budgeting, and collaboration. Also the software manages projects efficiently, allocate resources effectively, track progress, and communicate project status.

Metrix Solution quote is for (2) Licenses at a cost of \$1,320.00 @ \$660.00 per user (2) annually.

mjr/asc

004.904.00.6231





## We have prepared a quote for you

**COJ - Microsoft Projects Licenses (2) - 2024-4-16**

Quote # 063171  
Version 2

## Prepared for:

**City of Jackson**

Dr. Muriel Reid  
[mreid@city.jackson.ms.us](mailto:mreid@city.jackson.ms.us)

### Annual Recurring Price (Annual Billing, Annual Term)

Item	Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
PP5ANNUAL	<b>Project Plan 5 (Governmental Community Cloud Pricing) - Price Per User Per Year / Annual Term</b>	\$660.00	\$660.00	2	\$1,320.00	\$1,320.00

Plan Comparison: <https://www.microsoft.com/en-us/microsoft-365/project/compare-microsoft-project-management-software>

Recurring Subtotal: **\$1,320.00**

Subtotal: **\$1,320.00**

## COJ - Microsoft Projects Licenses (2) - 2024-4-16

**Prepared by:**

**Metrix Solutions**  
**Will Osborn**  
601-863-0086  
Fax  
willosborn@pileum.com

**Prepared for:**

**City of Jackson**  
353 S. Congress Street  
Jackson, MS 39201  
Dr. Muriel Reid  
mreid@city.jackson.ms.us  
(601) 624-5128

**Quote Information:**

**Quote #: 063171**  
Version: 2  
Delivery Date: 04/17/2024  
Expiration Date: 05/16/2024

### Quote Summary

Description	Amount
Annual Recurring Price (Annual Billing, Annual Term)	\$1,320.00
<b>Total:</b>	<b>\$1,320.00</b>

### Recurring Expenses Summary

Description	Amount
Annual Recurring Price (Annual Billing, Annual Term)	\$1,320.00
<b>Recurring Total:</b>	<b>\$1,320.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ▶ Microsoft New Commerce Experience

### Microsoft Announced Changes

#### Microsoft New Commerce Experience

Microsoft has announced changes to the Office365 licensing structure, effective March 1, 2022.

The following updates apply to all customers:

- All agreements will default to an annual agreement term rather than the option to have monthly terms. If a monthly term is desired, a 20% recurring fee on top of listed license price will apply.
  - *Annual agreements will still be billed on a monthly basis, but you are committed to paying for the entire twelve month period.*
- Licenses can still be added throughout the term but cannot be removed: You have a 72 hour grace period to remove a license after it is added.
- All contracts will automatically auto-renew. If you want to cancel the auto-renewal notice must be sent 72 hours in advance.

***Office 365 licenses have a minimum commitment term indicated on the order form. Office 365 licenses cannot be canceled or quantities decreased mid-term, but can be increased in quantities or upgraded to new licenses mid-term. The customer can make license change requests during the term without signing a new contract. Phone, E-mail, or support requests by authorized parties will be considered as approved changes to this license order.***

## ▶ Microsoft Cloud Agreement

### Microsoft Cloud Agreement

#### Microsoft Customer Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

#### General Terms

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

#### License to use Microsoft Products

- a. **License Grant.** Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. **Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. **Applicable Use Rights.** For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
- d. **End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- e. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations

under this Agreement and for its Affiliates' compliance with this Agreement.

f. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
- (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
- (3) work around any technical limitations in a Product or restrictions in Product documentation;
- (4) separate and run parts of a Product on more than one device;
- (5) upgrade or downgrade parts of a Product at different times;
- (6) transfer parts of a Product separately; or
- (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

**Non-Microsoft Products.**

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no

responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

#### Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

#### Privacy.

**Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

**Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

#### Confidentiality.

a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

#### **Product warranties.**

##### **a. Limited warranties and remedies.**

(1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft



provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

#### **Defense of third-party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

#### **Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft,

Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

#### **Partners**

**Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

**Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

**Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

#### **Pricing and payment.**

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

**Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1)

consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

**Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

**Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

**Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

**Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

**Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

**Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services,

sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

#### **Term and termination.**

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
  - (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
  - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
  - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes

Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

**Miscellaneous.**

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of other.
- c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the

address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511-1137  
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

- (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
- (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. **Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

**Definitions.**

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

**“Publisher”** means a provider of a Non-Microsoft Product.

**“Representatives”** means a party’s employees, Affiliates, contractors, advisors and consultants.

**“SLA”** means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

**“Software”** means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

**“use”** means to copy, download, install, run, access, display, use or otherwise interact with.

**“Use Rights”** means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.



## ▶ Microsoft Agreement Addendum

### Microsoft Cloud Agreement Addendum

In light of increased reported instances of fraudulent purchases occurring on Microsoft Azure accounts globally, Metrix Solutions, LLC and its affiliates ("Metrix Solutions" or "we") requires our customer ("Customer" or "you") to sign this contract addendum to acknowledge your responsibility for any authorized activity that may occur on your account. This addendum applies to Microsoft Azure services and any other Microsoft hosted services. Please authorize and return this addendum to us at your earliest convenience to avoid any potential disruptions to your service.

Customer is fully responsible for taking adequate security precautions and safeguarding Customer's access to all applicable systems, servers and accounts related to Microsoft Azure services. Customer agrees to implement reasonable measures to prevent unauthorized access, including by maintaining the confidentiality of all passwords and other account identifiers and by using multi-factor authentication. Customer also agrees to immediately notify Metrix Solutions if Customer suspects any breach of security. Customer acknowledges that security risks that are inherent to the nature of the services, including the risk that unauthorized persons may attempt to access Customer's account, and Customer hereby accepts such risks. Customer is solely responsible for all transactions and other activities that occur on Customer's account, regardless of whether such activities are authorized by Customer. In no event will Metrix Solutions be liable for any additional costs, fees, or other charges resulting from unauthorized, fraudulent or other illegal purchases or other activity occurring on or in relation to Customer's account and Customer agrees to indemnify and hold harmless Metrix Solutions from all such charges.

This addendum must be signed and returned to Metrix Solutions. Customer may elect to either print, sign and return this document or electronically approve it via Pileum/Metrix's Order Porter approval system. The individual who signs or approves this addendum, electronically or otherwise, represents that he or she is duly authorized by the Customer to legally bind Customer to this addendum. Customer further confirms that any electronic signature or approval of this addendum is fully binding on Customer. Customer acknowledges that Metrix Solutions would not continue to provide Customer with Microsoft hosted services without Customer entering into this addendum.

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  
M. J. ...



## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO PROCURE TWO (2) MICROSOFT PROJECT SOFTWARE LICENSES AND EXECUTE THE QUOTE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL SUBSCRIPTION COST OF \$1,320.00** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney

  
\_\_\_\_\_  
Date

Carrie Johnson, Sr. Deputy City Attorney   
Sondra Moncure, Special Assistant City Attorney 



19



OFFICE OF THE CITY ATTORNEY  
*[Signature]*  
4-29-24

**ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT THE MONTHLY PAYMENT AMOUNT FOR THE LEASE OF FIFTY GOLF CARTS FROM YAMAHA MOTOR FINANCE CORPORATION, USA, SAID MONTHLY PAYMENTS SHOULD TOTAL THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$3,483.50) AND GIVING THE MAYOR AUTHORITY TO EXECUTE AN AMENDED EQUIPMENT SCHEDULE REFLECTING THE ABOVE CHANGES (MUHAMMAD, LUMUMBA)**

**WHEREAS**, on March 26, 2024, the Jackson City Council approved an Order “Ratifying Previously Executed Amendment to Yamaha Motor Finance Corporation’s Equipment Schedule Number 217979 and Amending Previous Order that was Approved by the City Council on December 6, 2022, to Reduce the Number of Leased Golf Carts by Fifteen thereby Lowering the Current Monthly Payment from Four Thousand Five Hundred Twenty-Eight Dollars and Fifty-Five Cents (\$4,528.55) to Three Thousand One Hundred Thirty-Three Dollars and Fifty Cents (3,133.50)” (Previous Order); and

**WHEREAS**, the Previous Order contained a clerical error whereby two numbers were transposed resulting in an incorrect monthly payment amount; and

**WHEREAS**, the calculation for the new monthly payment amount is as follows:  $(\$4,528.55 / 65 \text{ carts}) \times (50 \text{ carts}) = \$3,483.50$ ; and

**WHEREAS**, the calculation listed above shows the original monthly payment amount of \$4,528.55 divided by the original order of 65 golf carts which gives a total per golf cart of \$69.67, then that amount is multiplied by 50 golf carts (the number of golf carts we have now after having returned the fifteen unneeded golf carts) giving the new monthly total of \$3,483.50; and

**WHEREAS**, Yamaha Motor Finance Corporation has provided the Parks and Recreation Department an Amended Equipment Schedule (Schedule # 217979) that reflects the change in the monthly payment amount; and

**WHEREAS**, no other items need to be amended in the Previous Order; and

**WHEREAS**, it is in the best interests of the City of Jackson that the Previous Order be amended to show a new monthly payment amount for the lease of fifty (50) golf carts totaling Three Thousand Four Hundred and Eighty-Three Dollars and Fifty Cents (\$3,483.50); and

**WHEREAS**, it is in the best interests of the City of Jackson that the Mayor be authorized to execute Yamaha Motor Finance Corporation’s Amended Equipment Schedule (Schedule # 217979) that reflects the above monthly payment; and

**IT IS THEREBY ORDERED** that the Previous Order is amended to show the correct monthly payment amount for the lease of fifty (50) golf carts from Yamaha Motor Finance Corporation totaling Three Thousand Four Hundred and Eighty-Three Dollars and Fifty Cents (\$3,483.50); and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Yamaha Motor Finance Corporation’s Amended Equipment Schedule (Schedule # 217979) that reflects the above monthly payment; and

Agenda Item # 19  
June 4, 2024  
(Muhammad, Lumumba)

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

**BY: MUHAMMAD, LUMUMBA**

<b>ITEM NO:</b>	
<b>DATE:</b>	

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

DATE: April 29, 2024

POINTS		COMMENTS																																													
1.	<b>Brief Description</b>	Order Amending Previously Approved Order to Correct the Monthly Payment Amount for the Lease of Fifty Golf Carts from Yamaha Motor Finance Corporation, Said Monthly Payments Should Total Three Thousand Four Hundred Eighty-Three Dollars and Fifty Cents (\$3,483.50) and Giving the Mayor the Authority to Execute an Amended Equipment Schedule Reflecting the Above Changes (Muhammad, Lumumba)																																													
2.	<b>Public Policy Initiative</b> 1. Quality of Life	Quality of Life																																													
3.	<b>Who will be affected</b>	The City of Jackson																																													
4.	<b>Benefits</b>	Allows the department to meet the demands and goals of the City of Jackson.																																													
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval																																													
6.	<b>Location:</b> ▪ WARD	4																																													
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation.																																													
8.	<b>COST</b>	Three Thousand Four Hundred Eighty-Three Dollars and Fifty Cents (\$3,483.50)																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Acct No. 005-504.30-6514																																													
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	√																																							



# MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Parks & Recreation Department

**DATE:** April 29, 2024

**RE:** Order Amending Previously Approved Order to Correct the Monthly Payment Amount for the Lease of Fifty Golf Carts from Yamaha Motor Finance Corporation, Said Monthly Payments Should Total Three Thousand Four Hundred Eighty-Three Dollars and Fifty Cents (\$3,483.50) and Giving the Mayor the Authority to Execute an Amended Equipment Schedule Reflecting the Above Changes (Muhammad, Lumumba)

---

The attached Order prepared for the City Council amends a previous Order that was approved on March 26, 2024 (Previous Order). The Previous Order approved the return of 15 unneeded golf carts and reflected a new lower monthly payment. However, Yamaha Motor Finance Corporation made a clerical error (transposed numbers) when calculating the new monthly payment. The Previous Order showed a monthly payment of \$3,133.50. The correct monthly payment is \$3,483.50. The attached Order reflects the correct monthly payment. The attached Order also gives the Mayor the authority to execute Yamaha Motor Finance Corporation's amended equipment schedule which shows the correct monthly payment amount.

/s/ Justin Powell

Justin Powell

Deputy City Attorney

P: 601-960-1012

E: [jpowell@jacksonms.gov](mailto:jpowell@jacksonms.gov)

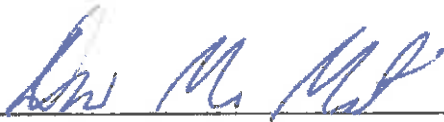
OFFICE OF THE CITY ATTORNEY  
4/29/24

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 AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT THE MONTHLY PAYMENT AMOUNT FOR THE LEASE OF FIFTY GOLD CARTS FROM YAMAHA MOTOR FINANCE CORPORATION, USA, SAID MONTHLY PAYMENTS SHOULD TOTAL THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (3,483.50) AND GIVING THE MAYOR AUTHORITY TO EXECUTE AN AMENDED EQUIPMENT SCHEDULE REFLECTING THE ABOVE CHANGES (MUHAMMAD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Justin Powell, Deputy City Attorney

A.M. 5/1/24

JP 4/29/24

5/1/24

Date



20



*Handwritten signature and date: 5/28/24*

**ORDER AUTHORIZING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR PROVIDING REQUIRED YEARLY FIRE EXTINGUISHER INSPECTION SERVICES FOR CITY COMMUNITY CENTERS (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the Parks and Recreation Department oversees four (4) community centers located in the City: Grove Park, Vergy P. Middleton, Jayne Avenue, and Battlefield Park. Said community centers have fire extinguishers that require a yearly inspection; and

**WHEREAS**, Fisher Fire Extinguisher Service (Fisher) provides fire extinguisher inspection services. Fisher inspected nine (9) fire extinguishers located in these community centers. Fisher submitted an invoice for its inspection services totaling Fifty Dollars (\$50.00); and

**WHEREAS**, Fisher's fire extinguisher inspection service was verified by Programming Manager Lisa Wilson; and

**WHEREAS**, it is in the best interests of the city that Fisher's inspection services be ratified, and that Fisher's invoice be promptly paid.

**IT IS THEREFORE ORDERED** that Fisher's fire extinguisher inspection services are ratified and that payment in the amount of Fifty Dollars (\$50.00) shall be made to Fisher from account no. 005-501.60-6419.

**(MUHAMMAD, LUMUMBA)**

Item #: 20 Date: June 4, 2024

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

DATE: May 2, 2024

POINTS		COMMENTS						
1.	<b>Brief Description/Purpose</b>	Order authorizing approval for professional services and payment to Fisher Fire Extinguisher Service, Inc. for providing yearly inspection service for the City of Jackson Parks and Recreation Community Centers						
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  Quality of Life						
3.	<b>Who will be affected</b>	All patrons using Grove Park, Battlefield Park, Jayne Avenue and Vergy P. Community Centers						
4.	<b>Benefits</b>	To ensure safe environment for patrons and employees.						
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>	All Wards  No						
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Parks and Recreation – Programming Division						
8.	<b>COST</b>	Fifty Dollars (\$50.00)						
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"/>	005-501.60-6419						
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

Parks & Recreation Department  
633 North State Street, 5<sup>th</sup> Floor  
P O Box 17  
Jackson, MS 39205-00173  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

TO: Mayor Lumumba  
FROM: Abram Muhammad, Director  
Department of Parks and Recreation  
Date: February 29, 2024  
RE: Fisher Fire Extinguisher

---

Order authorizing approval for professional services and payment to Fisher Fire Extinguisher Service, Inc. for providing yearly inspection service for the City of Jackson Parks and Recreation Community Centers in the amount of Fifty Dollars (\$50.00).

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js





**The City of Jackson  
Department of Parks  
and Recreation**

## MEMO

**TO:** JAQUELINE SPEARS, SECRETARY  
**FROM:** SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR  
**DATE:** APRIL 30, 2024  
**CC:** ABRAM MUHAMMAD, DIRECTOR  
JAMES CRUMP, DEPUTY DIRECTOR  
DEPARTMENT OF PARKS AND RECREATION  
**SUBJECT:** AGENDA ITEM REQUEST – FISHER FIRE EXTINGUISHER

---

This memorandum is to provide account information for the professional services payment to Fisher Fire Extinguisher Service, Inc. vendor no. 6442.

**IT IS REQUESTED**, that an Order for the above-described professional services Fisher Fire Extinguisher Service, Inc. for providing a yearly inspection service for the City of Jackson Community Centers be ratified and that a payment in the amount of FIFTY DOLLARS (\$50.00) be approved and made to Fisher Fire Extinguisher Service, Inc. from account no. 005-501.60-6419.

Thank you,

*Shannon V. Amos*

Budget Investment Supervisor

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**INTEROFFICE MEMORANDUM**

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PUURCHASE ORDER FOR FISHER FIRE  
EXTINGUISHER SERVICE, INC.

**DATE:** APRIL 25, 2024

**CC:** Abram Muhammad, Director  
**Parks and Recreation**

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THIS SERVICE IS NEEDED IN ORDER FOR THE COMPANY TO UPDATE THE YEARLY INSPECTION ON THE  
FIRE EXTINGUISHERS at a cost of \$50.00

Please pull from Account# 5.501.60-6419 OTHER PROFESSIONAL SERVICES in the amount of \$50.00

Fisher Fire Extinguisher Service, Inc

P.O. Box 3364  
 Jackson, MS 39207  
 PH 601-354-5551/ FX 352-9133

# Estimate

Date	Estimate #
4/24/2024	5007

Name / Address
CITY OF JACKSON FIN. & MGT ACCTOUNTS PAYABLE P.O. BOX 17 JACKSON, MS 39205-0017

Project
CITY OF JACKSON PARKS & RECREATION

Item	Description	Qty	Cost	Total
INSP6	INSPECTION, HAND PORTABLE FIRE EXTINGUISHER PER NFPA 10	9	5.555	50.00T

<b>Subtotal</b>		\$50.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$50.00

CITY OF JACKSON  
 Jackson, MS  
 REQUEST FOR QUOTE FORM  
 DEPARTMENT OF PARKS AND RECREATION

Division: PROGRAMMING  
 Requestor: Vickie Dykes  
 Address: P.O. Box 17, Jackson, MS, 39205-0017

Vendor Name: Fisher Fire Extinguisher Service, Inc.  
 Address: 236 Oakdale St.  
 City-Zip: Jackson, MS 39201

Phone No: (601) 960-0643  
 Fax No: (601) 960-1576  
 Date: \_\_\_\_\_

Quoted By: IDA Williams  
 Signature required: *IDA Williams*  
 Phone No.: 601-354-5551  
 Fax No.: 601-352-9133  
 Date: 4-24-24

Page No. \_\_\_\_\_ of \_\_\_\_\_ pages  
 Quote Valid for or until: \_\_\_\_\_ days

Item No.	Quantity Requested/Units Measur./Sq.Ft./or Sq. Yds.	Description of Items requested/Manufacturer/Services or work to be performed/Minor Repairs Requested	Unit Price	Total Price
INSP6	9 Each	Inspection, Hand Portable Fire Extinguisher PER NFPA 10	5.555	\$50.00

Submitting Company: \_\_\_\_\_



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

5/12/21  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR PROVIDING REQUIRED YEARLY FIRE EXTINGUISHER INSPECTION SERVICES FOR CITY COMMUNITY CENTERS (MUHAMMAD, LUMUMBA) legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney *DM*  
Sondra Moncure, Special Assistant *SM*  
Justin Powell, Deputy City Attorney *JP*

5/28/21  
Date



21





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE (WARDS 3 & 4) (MUHAMMAD, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
5/17/24

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code of 1972 as amended states that the governing authorities of every municipality of the state shall have the care, management, and control of the municipal affairs and its property and finances; and,

**WHEREAS**, an opinion issued by the Mississippi Attorney General to Lawrence E. Hahn on June 11, 2010, stated that a municipality may authorize the use of municipal facilities or municipal property so long as a uniform use policy is in existence for such use, and provided that said use policy passes constitutional muster and is applied consistently to all individuals or groups using the municipal facilities or property; and,

**WHEREAS**, the City of Jackson owns and operates a public golf facility known as the "Pete Brown Golf Facility"; and,

**WHEREAS**, the City of Jackson has a policy whereby it does not charge admission to youths under the age of seventeen (17) for use of the "Pete Brown Golf Facility"; and,

**WHEREAS**, Grove Park Junior Golf Clinic, Inc., ("Grove Park") is a non-profit corporation created on July 26, 2006, and is in good standing according to information appearing on the Mississippi Secretary of State's website; and,

**WHEREAS**, Grove Park is comprised of members under the age of seventeen (17) who are interested in or who are participating in its golf clinic programs; and,

**WHEREAS**, Grove Park approached the Department of Parks and Recreation concerning the feasibility of utilizing the putting greens and driving range of the "Pete Brown Golf Facility" on Monday through Friday from 8:00 a.m. to 11:30 a.m.; and,

**WHEREAS**, The Director of the Department of Parks and Recreation has evaluated Grove Park's request and has determined that preference for use of the putting greens and driving range, on the days and times listed above, will not substantially impact the use of the "Pete Brown Golf Facility" by fee paying patrons; and,

**WHEREAS**, Grove Park will release, indemnify, and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of their use of the "Pete Brown Golf Facility"; and,

**WHEREAS**, Grove Park will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the "Pete Brown Golf Facility"; and,

**WHEREAS**, Grove Park will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage; and,

**WHEREAS**, Grove Park's use of the "Pete Brown Golf Facility" will be non-exclusive and for a limited period of time commencing June 03, 2024, and ending on July 12, 2024; and,

Agenda Item # 21  
June 4, 2024  
(Muhammad, Lumumba)

**WHEREAS,** Grove Park will not be required to pay fees for use of the “Pete Brown Golf Facility” on Monday through Friday from 8:00 a.m. to 11:30 a.m. consistent with the municipal policy that does not charge fees to youths under the age of seventeen (17); and,

**WHEREAS,** the best interests of the City of Jackson would be served by allowing Grove Park’s use of the “Pete Brown Golf Facility” as described above because the use promotes the facility to the public, promotes youths’ engagement in healthy outdoor physical activities, promotes teamwork and camaraderie, and encourages patronage of the facility by the adults who are responsible for supervising the youths’ activities; thus,

**IT IS THEREFORE ORDERED,** that the Mayor shall be authorized to execute an Agreement with Grove Park for the use of the “Pete Brown Golf Facility” putting greens and driving range on Monday through Friday between the hours of 8:00 a.m. to 11:30 a.m. for a limited period commencing on June 03, 2024, and ending on July 12, 2024.

(MUHAMMAD, LUMUMBA)

Date \_\_\_\_\_ Item No \_\_\_\_\_

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

DATE: April 30, 2023

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an Agreement with the Grove Park Junior Golf Clinic Inc. for the use of the city-owned Pete Brown Golf Course, located at 3200 Woodrow Wilson Drive, Jackson, Mississippi																																													
2.	<b>Public Policy Initiative</b> <b>Youth &amp; Education</b> <b>Crime Prevention</b> <b>Changes in City Government</b> <b>Neighborhood Enhancement</b> <b>Economic Development</b> <b>Infrastructure and Transportation</b> <b>Quality of Life</b>	<b>Youth &amp; Education</b> <b>Crime Prevention</b> <b>Quality of Life</b>																																													
3.	<b>Who will be affected</b>	Youth participating in the middle school golf program at the Grove Park Junior Golf Clinic Inc.																																													
4.	<b>Benefits</b>	Builds character and promotes diversity in the game of golf.																																													
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																													
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no) (area)</b>  <b>Project limits if applicable</b>	Ward 3																																													
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation																																													
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>√</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	√
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

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



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Abram Muhammad, Director  
Department of Parks & Recreation  
**Date:** April 30, 2023  
**Re:** Grove Park Junior Golf – Facility Use Agreement

---

Order authorizing the Mayor to execute a Facility Use Agreement with the Grove Park Junior Golf Clinic Inc. for the use of the city-owned Pete Brown Golf Course, located at 3200 Woodrow Wilson Drive, Jackson, Mississippi.

The Department of Parks and Recreation recommends the Order be submitted for the Council's consideration.

Thank you.

AM/js

*[Handwritten signature]*  
5/14/24

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 is **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE (WARDS 3&4) (MUHAMMAD, LUMUMBA)** legally sufficient for placement in NOVUS Agenda.

*[Handwritten signature]*

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Justin Powell, Deputy City Attorney

*[Handwritten initials]*

*[Handwritten initials]*

5/14/24

Date



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**GROVE PARK JUNIOR GOLF CLINIC INC.**  
**Facility Use Agreement**

The following "Facility Use Agreement" is made by and between the **City of Jackson, Mississippi**, a municipal corporation, and **Grove Park Junior Golf Clinic, Inc.**, a nonprofit corporation.

**WHEREAS**, the City of Jackson has a public golf facility known as the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive; and

**WHEREAS**, the City of Jackson does not charge admission or fees to youths ages 17 and younger who utilize its municipal golf facilities; and

**WHEREAS**, Grove Park Junior Golf Clinic, Inc., is comprised of male and female members from the ages of seven (7) to seventeen (17) who participate in its various golf programs; and

**WHEREAS**, Grove Park Junior Golf Clinic, Inc., would like to have its members utilize the putting greens and driving range of the "Pete Brown Golf Facility" on Monday and Friday between the hours of 8:00 a.m. to 11:30 a.m.; and

**WHEREAS**, the City of Jackson has determined that the use of the putting greens and driving range as listed above by Grove Park Junior Golf Clinic members will not substantially impact use of the "Pete Brown Golf Facility" by fee-paying patrons and other youths; and

**WHEREAS**, designating specific days and times for Grove Park Junior Golf Clinic members to use the putting greens and driving range at the "Pete Brown Golf Facility" ensures that the members have reasonable access to municipal property whereby they can practice and improve their golfing skills and techniques, and also keeps said putting greens and driving range reasonably available for use by other youths and fee-paying patrons at other times;

**NOW THEREFORE**, the City of Jackson ("City") and the Grove Park Junior Golf Clinic, Inc., ("User") understand and agree as follows:

1. **Term of Use:** User shall be afforded preference in the use of the putting greens and driving range of the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive between the hours of 8:00 a.m. to 11:30 a.m. on Monday through Friday of each week commencing with the first Monday of June following the municipal clerk's attestation of the execution of the Agreement by the Mayor of the City and terminating on the second Friday of July 2024. No fee shall be assessed and charged by User for youths utilizing the putting greens and driving range. User agrees to abide by the City's policy which does not assess fees to youths 17 and under for use of its golfing facilities.
2. **Supervision of Youths:** User agrees that youths participating in its programming shall always be accompanied by a minimum of two adult employees/volunteers while present at the "Pete Brown Golf Facility." Adult employees/volunteers accompanying the youths



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shall monitor, supervise, and account for the youths' presence and activities until departure from the "Pete Brown Golf Facility."

3. **Authorized Users:** User agrees and understands that preference in the use of the putting greens and driving range is being afforded to youths under the age of 17 participating in its golf programming; therefore, use of the putting greens and driving range by individuals above the age of 17 should be limited to that use reasonably necessary for instruction and coaching techniques. Adults accompanying the youths pursuant to this Agreement shall not use the putting greens and driving range for personal pursuits.
4. **Transportation of Youths:** User shall be responsible for providing or ensuring that youths are transported to the driving range or putting greens for its programming.
5. **City's Obligation Concerning Maintenance of Putting Green and Driving Range:**  
The City will maintain the putting greens and driving range by cutting grass and removing litter in accordance with its existing maintenance schedule. The City shall not be liable for damages of any kind arising out of a failure to cut grass or remove litter from the putting greens and driving range.
6. **Restrictions on Use:** User shall ensure that its use of the putting greens and driving range is reasonable and consistent with usual golfing methodology. User will be responsible for paying the cost of repair and restoring the putting greens and driving range for use inconsistent with golfing methodology that results in damage beyond normal.
7. **Signs/Banners:** Erection by User of any sign or banner shall require the prior written approval of the Director or his Designee.
8. **Equipment and Personnel:** User shall provide all equipment, uniforms, and personnel necessary to operate its program.
9. **Building Safety:** User shall use the "Pete Brown Golf Facility" in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the "Pete Brown Golf Facility" shall not be used for any purpose except those herein designated. designee
10. **Ownership:** "Pete Brown Golf Facility" shall remain the property of the City; therefore, the City may enter the property at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.
11. **Vandalism:** User shall report all vandalism to the Director or his Designee immediately upon its discovery. Thereafter, User shall submit a written report of such vandalism.
12. **Certificate of Liability Insurance:** User shall provide the Director or his Designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and

property damage. User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of User's performance under this Agreement.

**13. Expectations:**

- a. The Director or his Designee shall serve as the liaison between the City and User and shall ensure compliance with the Agreement.
- b. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- c. User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
- d. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers, and employees.
- e. User shall, at the end of this Agreement, provide the Director or his Designee with a complete financial statement outlining the income and expenses of User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
- f. User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that Title. In accordance with Title VI, User agrees that no person in the United States shall, on the grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation, activities, and/or use of its programs and/or the Facilities.

**14. Termination of Use Agreement:**

This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of the parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

**15. Notices:**

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

<b>City:</b> Dr. Abram Muhammad., Director Parks and Recreation Department City of Jackson Post Office Box 17 Jackson, MS 39205 601-960-0716 <a href="mailto:amuhammad@jacksonms.gov">amuhammad@jacksonms.gov</a>	<b>User:</b> Claude McCants, President Grove Park Junior Clinic Inc. 364 Heritage Place Jackson, MS 39212-5825 601-850-9938 <a href="mailto:cemccants77@gmail.com">cemccants77@gmail.com</a>	<b>Copy To:</b> The Office of the City Attorney 455 East Capitol Street P. O. Box 2779 Jackson, MS 39207-2779
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**16. Governing law:** This Agreement shall be governed in accordance with the laws of the State of Mississippi.

**17. Assignment:** User may not assign its rights and responsibilities under the provisions of this Agreement.

**18. Modification:** This Agreement may not be modified except by a writing executed by the parties upon proper authorization. For purposes of this Agreement, proper authorization means upon consent of the governing authorities for the City of Jackson and the governing body of the Grove Park Junior Golf Clinic Inc.

**19. Waiver:** The failure of the City to insist upon particular performance shall not operate or be construed to be a waiver of the performance for future occasions unless there is a writing, signed by both parties, clearly expressing that the performance shall be waived.

**20. Conclusiveness of Agreement:** The provisions contained in this document contain all provisions related to the parties' Agreement. This Agreement shall not be altered or varied in any way based solely upon oral representations by either party. No other writings shall be used to alter or vary the terms of the Agreement unless said writings are executed by both parties and are properly authorized as described in Section 18.

In witness hereof, the parties to this Agreement have executed same after first being duly authorized to do so by its governing body:

**IN WITNESS WHEREOF**, this Agreement is entered into on the date first written above.

**GROVE PARK JUNIOR GOLF CLINIC INC.**

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_  
Claude McCants, President

BY: \_\_\_\_\_  
Chokwe A. Lumumba, Mayor

**Attestation of Municipal Clerk:**

\_\_\_\_\_  
Angela Harris

Attestation Date: \_\_\_\_\_

22



4/15/24

**ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENTS TO PEOPLE'S PLACE ENTERPRISE LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL AND/OR STUMP GRINDING FOR THE PARKS AND RECREATION DEPARTMENT (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the Parks and Recreation Department oversees fifty-seven (57) city-owned parks throughout Jackson, Mississippi; and

**WHEREAS**, the Parks and Recreation Department also oversees four (4) city-owned community centers, five (5) city-owned gymnasiums, and two (2) city-owned golf facilities; and

**WHEREAS**, each of the city-owned facilities overseen by the Parks and Recreation Department has numerous trees on the premises that, in the event of extreme weather or for other various reasons, may cause hazardous conditions for the youth, citizens, and visitors of the City of Jackson; and

**WHEREAS**, tree, tree limb, and debris cleanup and removal require immediate action due to the risks, dangers, and liabilities involved with delaying such actions; and

**WHEREAS**, People's Place Enterprise LLC is an active vendor (vendor number 401078) with the City of Jackson; and

**WHEREAS**, People's Place Enterprise is a limited liability company, currently in Good Standing with the Mississippi Secretary of the State, created pursuant to the Laws of the State of Mississippi on September 25, 2017; and

**WHEREAS**, People's Place Enterprise has a ONE MILLION DOLLAR (\$1,000,000.00) Commercial General Liability Insurance Policy, naming the City of Jackson as a certificate holder (additional insured); and

**WHEREAS**, in years past, the City primarily used various vendors for tree, tree limb, and debris removal services, however proceeding in that manner introduced several delays in obtaining and paying for the services, which, in turn, created scenarios where fallen trees and tree limbs remained in place for extended periods of time thereby endangering citizens and subjecting the City to liability; and

**WHEREAS**, People's Place Enterprise has specialized tools and equipment and sufficient personnel to provide the above-described professional services as well as a fast response time; and

**WHEREAS**, the Parks and Recreation Department desires to obtain preapproval to receive People's Place Enterprise's professional tree removal services along with the approval to make payments for said services to allow for the quick removal of fallen trees, limbs, and debris, thereby reducing potential harm to citizens, and reducing the City's liability for such fallen trees and limbs; and

**WHEREAS**, People's Place Enterprise submitted a quote that estimates a charge of approximately EIGHT HUNDRED to TWELVE HUNDRED DOLLARS (\$800.00 - \$1,200.00) for the removal and hauling away of small trees; and

**WHEREAS**, People's Place Enterprise submitted a quote that estimates a charge of approximately NINETEEN HUNDRED to TWENTY-FIVE HUNDRED DOLLARS (\$1,900 - \$2,500.00) for the removal and hauling away of large trees; and

Agenda Item # 22  
June 4, 2024  
(Muhammad, Lumumba)

**WHEREAS**, People's Place Enterprise submitted a quote that estimates a charge of approximately TWO HUNDRED AND TWENTY-FIVE to FIVE HUNDRED AND FIFTY DOLLARS (\$225.00 - \$550.00) for stump grinding; and

**WHEREAS**, the above quotes include the removal and disposal of all debris associated with the tree removal services; and

**WHEREAS**, the Parks and Recreation Department estimates that the above-described tree and debris removal professional services will cost TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); and

**WHEREAS**, People's Place Enterprise has agreed to provide detailed invoices whenever its tree removal services are utilized and any other necessary documentation; and

**WHEREAS**, it is in the best interests of the City of Jackson to have a tree and debris removal professional services agreement in place for the rapid removal and cleanup of fallen trees, tree limbs, and related debris in order to provide safe parks and recreational facilities for the youth and citizens of Jackson and to reduce the City's potential liability; therefore

**IT IS HEREBY ORDERED** that the quotes submitted by People's Place Enterprise for the above-described tree removal services is approved in an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); and

**IT IS FURTHER ORDERED** that People's Place Enterprise shall submit detailed invoices and any other required documentation to the City any time said professional tree removal services are utilized; and

**IT IS FURTHER ORDERED** that People's Place Enterprise shall not engage in its tree removal services until contacted by the Parks and Recreation Department and a decision is made as to how many large and/or small trees there are to be removed and the number of stumps that will require grinding; and

**IT IS FURTHER ORDERED** that the Parks and Recreation Department will follow-up after said tree removal services are completed to verify the correct number of large and/or small trees were removed, to verify the number of stumps that were grinded, and to verify that all related tree debris has been properly hauled away; and

**IT IS FURTHER ORDERED** that all future payments for said professional services be made to Rodderick Stutts D/B/A People's Place Enterprise (vendor no. 401748) from the "Other Professional Services" Category of the Parks and Recreation Budget; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) needed to effectuate this Order.

**BY: MUHAMMAD, LUMUMBA**

**ITEM NO: \_\_\_\_\_ DATE: \_\_\_\_\_**

Parks & Recreation Department  
633 North State Street 5<sup>th</sup> Floor  
Jackson, MS 39202  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Abram Muhammad, Director  
**CC:** James Crump, Deputy Director  
**Department of Parks & Recreation**  
**Date:** March 25, 2024  
**Re:** **Future Services – PEOPLE’S PLACE ENTERPRISE**

---

Order requesting approval of future services from and payments to Rodderick Stutts D/B/A People’s Place Enterprises for tree and debris removal professional services for the Parks and Recreation Department.

The Department of Parks and Recreation recommends that this Order be submitted for the Council’s consideration.

Thank you.

AM/js



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

DATE: March 25, 2024

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description</b>	Order requesting approval of future services from and payments to Rodderick Stutts D/B/A People's Place Enterprises for tree and debris removal professional services for the Parks and Recreation Department																																													
2.	<b>Public Policy Initiative</b> Youth & Education <b>Crime Prevention</b> Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Neighborhood Enhancement Quality of Life																																													
3.	<b>Who will be affected</b>	The City of Jackson employees, volunteers, and patrons of the Parks and Recreation Department and other city officials.																																													
4.	<b>Benefits</b>	Allows the department to meet the demands and goals of the City of Jackson, while providing entertainment to the City.																																													
5.	<b>Schedule (beginning date)</b>	Upon 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> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation – Director Abram Muhammad																																													
8.	<b>COST</b>	Not to exceed Twenty-Five Thousand Dollars (\$25,000.00)																																													
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Twenty-Five Thousand Dollars (\$25,000.00) "Other Professional Services" Category  to Rodderick Stutts D/B/A People's Place Enterprise																																													
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

10:09



invoicehome.com



# ESTIMATE

People's Place Enterprises, LLC  
4619 Nordoll Drive  
Jackson Ms 39206  
601-497-3348

## BILL TO

City of Jackson Purchasing Division  
P O Box 17  
Jackson Ms 39205-0017  
601-960-1025 vendorapp@city.jackson.ms.us

ESTIMATE # 194  
ESTIMATE DATE 11/21/2023

## DESCRIPTION

To cut down and remove Small tree it will be \$600-\$1200 dollars. To  
remove Big tree it will be \$1500-2500 dollars. To grind the stumps up it will  
be \$225-500

## AMOUNT

0.00

**TOTAL \$0.00 USD**

*Thank you*

[TERMS & CONDITIONS](#)

payment will be due w/in 30 days of job completion



# Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

## Name History

Name	Name Type
People's Place Enterprise,LLC	Legal

## Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1128694
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	09/25/2017
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	4619 nordell drive Jackson , MS 39206

## Registered Agent

Name
Rodderick demon Stutts 4619 nordell drive jackson, MS 39206

## Officers & Directors

Name	Title
Rodderick demon stutts Jr 4619 nordell drive jackson, MS 39206	Manager
Tenisha nicole stutts 4619 nordell drive jackson, MS 39206	Vice President



# CERTIFICATE OF LIABILITY INSURANCE

Reset Fields

DATE (MM/DD/YYYY)  
04/05/2023

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

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

<b>PRODUCER</b> New Republic Insurance Services, Inc. 6700 Fallbrook Ave. #250  West Hills, CA 91307	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): 818-564-4068 FAX (A/C No.): 818-564-4068 E-MAIL: admin@rpcbrokerage.com ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Obsidian Specialty Insurance Company</td> <td>16871</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Obsidian Specialty Insurance Company	16871	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> People's Place Enterprise, LLC 4619 Nordell Drive Jackson, MS 39206														

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

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

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SCB-GL-000028160	05/12/2023	05/12/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 To verify above stated policy is current, please call 818-564-4068 or email admin@rpcbrokerage.com

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Michael Jahre</i>



OFFICE OF THE CITY ATTORNEY  
4/15/24

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 APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENTS TO PEOPLE'S PLACE ENTERPRISE LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL AND/OR STUMP GRINDING OR THE PARKS AND RECREATION DEPARTMENT (MUHAMMAD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

Drew Martin, City Attorney

Justin Powell, Deputy City Attorney *JP 4/15/24*

*4/16/24*

Date



23





**ORDER REQUESTING APPROVAL AND PAYMENT FOR PROFESSIONAL TRANSPORTATION SERVICES PROVIDED BY DURHAM SCHOOL SERVICES LP FOR THE PARKS AND RECREATION DEPARTMENT'S YOUTH SUMMER PROGRAM (MUHAMMAD, LUMUMBA)**

**WHEREAS**, Durham School Services LP is a current vendor (vendor number 73357) with the City of Jackson and has previously provided bus transportation services for the City of Jackson Parks and Recreation Department's Summer Youth Program; and

**WHEREAS**, Durham School Services provided a quote to the Parks and Recreation Department to provide transportation services for staff and youth participants in the Summer Youth Program to attend (4) field trips; and

**WHEREAS**, Durham School Services is a limited partnership, currently in good standing with the Mississippi Secretary of State, formed on December 23, 2002; and

**WHEREAS**, Durham School Services' quote for the above-described transportation services totals Three Thousand Two Hundred and Thirty Dollars (\$3,230.00), with each event being billed at Ninety-Five Dollars (\$95.00) per hour; and

**WHEREAS**, it is in the best interests of the City of Jackson that these transportation services be approved, and prompt payment made to Durham School Services so that youth attending the City's Summer Youth Program may attend various field trips; therefore

**IT IS HEREBY ORDERED** that Durham School Services' above-described transportation services quote is approved and that prompt payment shall be made for said services; and

**IT IS FURTHER ORDERED** that payment in the amount of Three Thousand Two Hundred and Thirty Dollars (\$3,230.00) be made to Durham School Services from account number 005-501.60-6419; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any agreements and/or documents needed to effectuate this Order.

Agenda Item # 23  
June 4, 2024  
(Muhammad, Lumumba)

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

DATE: March 26, 2024

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description/Purpose</b>	Order requesting payment approval for transportation services from Durham School Services for the Parks and Recreation Programming Division Youth Summer Program.																																																		
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	5. Economic Development 7. Quality of Life																																																		
3.	<b>Who will be affected</b>	Parks and Recreation Department Programming Division																																																		
4.	<b>Benefits</b>	To ensure positive working relations are maintained, to continue providing programs to the citizens of Jackson, MS																																																		
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 type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department – Programing Division																																																		
8.	<b>COST</b>	Three Thousand Two Hundred and Thirty Dollars (\$3,230.00)																																																		
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"/>	Other Professional Services 005-501.60-6419																																																		
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											

Parks & Recreation Department  
633 North State Street, 5<sup>th</sup> Floor  
P O Box 17  
Jackson, MS 39205-00173  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

TO: Mayor Chokwe Antar Lumumba  
FROM: Abram Muhammad, Director  
Department of Parks and Recreation  
Date: March 28, 2024  
RE: Payment for Durham School Services

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IT IS REQUESTED that the above-described professional services with Durham School Services, LP for providing transportation services for the Parks and Recreation-Youth Summer Program be ratified and payment in the amount, not-to-exceed Three Thousand Two Hundred and Thirty Dollars (\$3,230.00) be approved and made to Durham School Services LP from the Parks and Recreation Other Professional Services account no. 005-501.60-6419.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

**national  
express**



3/19/2024

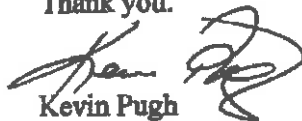
**RE: City of Jackson Summer Programs**

Durham School Services will provide the listed charter service, with no additional fees for mileage. Time starts when the drivers leave our Raymond, MS office and stop upon their return to the yard.

Mr. Thompson

I appreciate you considering Durham School Services for your charter needs, please see the quotes attached with this letter. If you have any questions, feel free to give me a call. My number is listed below.

Thank you.

  
Kevin Pugh  
General Manager

Grand Total:

**\$3230.00 w/using 1 bus.**

Contact:

Kevin Pugh 601-339-9274



**national**  
**express**

**Quote**

Date: **03/19/24**

Customer #:

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**City of Jackson Summer Programs**  
Attn: Alex Thompson  
769-798-7441  
[alexthompson@city.jackson.ms.us](mailto:alexthompson@city.jackson.ms.us)

REMIT TO:  
**Durham School Services**  
13328 Hwy 18  
Raymond, MS 39154

<b>TERMS:</b>	<b>CUSTOMER PURCHASE ORDER #</b>

	DESCRIPTION	ACCOUNT #	AMOUNT
6/14/2024	1 1 bus for 8 hours @ \$95.00 per hour Spinners of Florence		\$ 760.00
6/21/2024	2 1 Bus for 8 hrs @ \$95.00 per hour Party Safari		\$ 760.00
6/28/2024	3 1 Bus for 10 hrs @ \$95.00 per hour Mississippi Aquarium		\$ 950.00
7/12/2024	4 1 Bus for 8 hrs @ \$95.00 per hour Cinemark Pearl and XD		\$ 760.00
		<b>TOTAL</b>	<b>\$ 3,230.00</b>

DEPARTMENT OF PARKS AND RECREATION  
PROGRAMMING DIVISION

# SUMMER PROGRAM

FOR YOUTH AGES 6-12

Begins: Monday, June 3, 2024 and Ends: Friday, July 19, 2024

**OFFICIAL REGISTRATION: (CITY FACILITIES ONLY)**  
April 3, 2023 until all slots are filled SLOTS ARE LIMITED

**MONDAY - FRIDAY**

**9:00 a.m. - 4:00 p.m.**

**GROVE PARK COMMUNITY CENTER**

Department of Parks and Recreation

**\$110.00 (MONEY ORDER ONLY) \$10.00 (CASH ONLY) T-Shirt Fee**

**PARENTS MUST PROVIDE TRANSPORTATION, A HEALTHY SACK LUNCH AND SNACK**

### REGISTRATION REQUIREMENTS

**121 IMMUNIZATION COMPLIANCE FORM (SHOT RECORDS), OR A BIRTH CERTIFICATE**  
Documents can be obtained at your LOCAL HEALTH DEPARTMENT OR CHILD'S SCHOOL.

To this location listed below:

**Grove Park Community Center**

**4126 Parkway Avenue, Jackson, MS 39212**

**7:30 a.m. - 5:30 p.m.**

**ITEMS NEEDED**

**MAT | CLEAR BOOK BAG | WATER BOTTLE**

**FOR MORE INFORMATION, CALL 601-960-0643**

**\*MASK MAYBE REQUIRED\***

DISCLAIMER: The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services. The school district accepts no liability in this matter.

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**INTEROFFICE MEMORANDUM**

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PURCHASE ORDER FOR DURHAM  
SCHOOL SERVICES BUS TRANSPORTATION

**DATE:** MARCH 26, 2024

**CC:** Abram Muhammad, Director  
**Parks and Recreation**

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This service is needed for the Summer Program participants can have transportation to and from Field Trips chartered by DURHAM SCHOOL SERVICES BUS TRANSPORTATION at a cost of \$3,230.00.

Please pull from Account# 5.501.60-6419 OTHER PROFESSIONAL SERVICES in the amount of \$3,000.00

Please pull from Account# 5.501.25-6419 OTHER PROFESSIONAL SERVICES in the amount of \$230.00





# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
DURHAM SCHOOL SERVICES, L.P.	Legal

### Business Information

<b>Business Type:</b>	Limited Partnership
<b>Business ID:</b>	726949
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/23/2002
<b>State of Incorporation:</b>	DE
<b>Principal Office Address:</b>	9011 MOUNTAIN RIDGE DR #200 AUSTIN, TX 78759-7222

### Registered Agent

Name
C T CORPORATION SYSTEM 645 LAKELAND EAST DR STE 101 FLOWOOD, MS 39232

### Officers & Directors

Name	Title
DURHAM HOLDING II LLC 826 WINDWORD DR RICHLAND, MS 39218-9500	General Partner

Office of the City Attorney

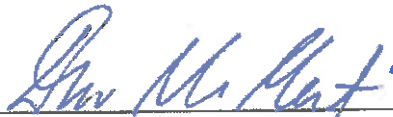
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
*JP*  
*4/15/24*

## OFFICE OF THE CITY ATTORNEY

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This ORDER REQUESTING APPROVAL AND PAYMENT FOR PROFESSIONAL TRANSPORTATION SERVICES PROVIDED BY DURHAM SCHOOL SERVICES LP FOR THE PARKS AND RECREATIONS DEPARTMENT'S YOUTH SUMMER PROGRAM (MUHAMMAD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin**, *City Attorney*  
**Justin Powell**, *Deputy City Attorney* JP 4/15/24

4/29/24  
**Date**



24



OFFICE OF THE CITY ATTORNEY  
J. B. HAYES

**ORDER ACCEPTING THE DONATION OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS LLC AND APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO ARTISAN PYROTECHNICS INC., DJ WALTER HURST, SNAPHAPPY FACE PAINTING, AND XTREME JUMPERS LLC FOR THE JUNETEENTH FESTIVAL BEING HELD ON TUESDAY, JUNE 18, 2024, AT THE JACKSON CONVENTION COMPLEX (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the City of Jackson Parks and Recreation Department annually hosts a family-friendly Juneteenth Festival; said Festival will be hosted at the Jackson Convention Center located at 105 East Pascagoula Street on Tuesday, June 18, 2024; and

**WHEREAS**, Downtown Partners, LLC (Downtown Partners) wishes to donate a fireworks display from Artisan Pyrotechnics, Inc. (Artisan) to the City for the Juneteenth Festival with no expectation of future favorable treatment from the City and with no intention of influencing or attempting to influence any future City action(s); Downtown Partners donation of the fireworks display arises from its desire to support the City and the Department of Parks and Recreation in their efforts to observe Juneteenth; and

**WHEREAS**, Downtown Partners is a Mississippi limited liability company created April 13, 1995, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, the Department of Parks and Recreation wishes to accept Downtown Partners' donation of the fireworks display; and

**WHEREAS**, Artisan Pyrotechnics, Inc. (Artisan) is a Mississippi corporation created on December 1, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; Artisan has provided fireworks displays for the City numerous times in the past; and

**WHEREAS**, Mississippi law permits the use of municipal equipment and/or employees to assist with the implementation of a true donation; and

**WHEREAS**, Downtown Partners' donation of the fireworks display is a true donation as it will primarily benefit the City and the City has a current need for the donation; and

**WHEREAS**, a municipality may accept a donation of real property, if it has made the requisite factual findings and has documented its formal acceptance in its minutes; however, a municipality may not accept a donation when the donation conflicts in some manner with public policy, results in an economic detriment to the municipality, or results in an unlawful donation by the municipality; and

**WHEREAS**, Downtown Partners' donation of the fireworks display does not conflict with public policy, does not result in an economic detriment to the City, and does not result in an unlawful donation by the City; and

Agenda Item # 24  
June 4, 2024  
(Muhammad, Lumumba)

**WHEREAS**, as part of the Downtown Partners' donation, the Parks and Recreation Department requests that the mayor be authorized to execute Artisan's professional services agreement as the fireworks display needs to be setup on City property; said agreement states that the City is not paying for the fireworks display; and

**WHEREAS**, Artisan, as part of its professional services agreement, agrees to provide the City with bodily injury and property damage insurance coverage of One Million Dollars (\$1,000,000.00) for the Juneteenth fireworks event and agrees to add the City as an additional insured; and

**WHEREAS**, Xtreme Jumpers, LLC provided a quote to provide space jumps that will be available for all youth attendees of the Juneteenth Festival totaling Two Hundred and Fifty Dollars (\$250.00); Xtreme Jumpers has provided space jumps/bouncy houses for City events in the past; and

**WHEREAS**, Xtreme Jumpers is a Mississippi Limited Liability Company created on December 30, 2021, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, DJ Walter Hurst provided the Parks and Recreation Department with a quote to provide professional DJ services and to provide a 360-degree Photobooth rental to entertain attendees of the Juneteenth Festival totaling Twelve Hundred Dollars (\$1,200.00), Six Hundred Dollars (\$600.00) for the DJ services and Six Hundred Dollars (\$600.00) for the 360-degree Photobooth rental; and

**WHEREAS**, DJ Walter Hurst operates as a Sole Proprietorship and understands that there is no legal distinction between himself and the business entity; and

**WHEREAS**, SnapHappy FacePainting provided the Parks and Recreation Department with a quote to provide professional face painting services that will be available to all Juneteenth Festival attendees totaling Five Hundred and Twenty-Five Dollars (\$525.00); and

**WHEREAS**, Tawny Johnson operates SnapHappy FacePainting as a Sole Proprietorship and understands that there is no legal distinction between herself and the business entity; and

**WHEREAS**, it is in the best interests of the City that it supports and hosts family-friendly events such as the Juneteenth Festival because such events bring the community together in celebration and help promote the City.

**IT IS THEREFORE ORDERED** that the City accepts Downtown Partners' donation of the fireworks display and that the Mayor is authorized to execute a professional service agreement with Artisan as discussed in this Order; the quote received from Xtreme Jumpers to provide space jumps for the Juneteenth Festival is approved; the quotes received from DJ Walter Hurst to provide professional DJ services and to provide the rental of a 360-degree Photobooth is approved; the quote

received from SnapHappy FacePainting to provide professional face painting services is approved;  
and

**IT IS FURTHER ORDERED** that payment in the amount of Twelve Hundred Dollars (\$1,200.00) be made to DJ Walter Hurst for professional DJ services and for the rental of a 360-degree Photobooth from account no. 005-501.10-6419; and

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred and Fifty Dollars (\$250.00) be made to Xtreme Jumpers for the rental of space jumps from account no. 005-501.10-6419; and

**IT IS FURTHER ORDERED** that payment in the amount of Five Hundred and Twenty-Five Dollars (\$525.00) be made to Tawny E. Johnson D.B.A SnapHappy FacePainting for professional face painting services from account no. 005-501.10-6419; and

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any document(s) and/or agreement(s) needed to effectuate this Order.

**MUHAMMAD, LUMUMBA**

Item # \_\_\_\_\_

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2024

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

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

<b>PRODUCER</b> Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	<b>CONTACT NAME:</b> Kristy Wolfe <b>PHONE (A/C, No, Ext):</b> 308-382-2330 <b>FAX (A/C, No):</b> 308-382-7109 <b>E-MAIL ADDRESS:</b> kwolfe@ryderinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : SCOTTSDALE INS CO</td> <td>41297</td> </tr> <tr> <td>INSURER B : NATIONAL IND CO</td> <td>20087</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SCOTTSDALE INS CO	41297	INSURER B : NATIONAL IND CO	20087	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Artisan Pyrotechnics Inc 82 Grace Rd PO Drawer 250 Wiggins MS 39577														

**COVERAGES**      **CERTIFICATE NUMBER:** 1760977246      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVDR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CP84058773	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73AP5116336	1/20/2024	1/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			FWS4000012	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ WC STATUTORY LIMITS      OTHER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.  
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.  
 Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.  
**FOR THE CITY OF JACKSON ON THEIR FIREWORK DISPLAY FOR THEIR JUNETEENTH CELEBRATION 6.18.24.**

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF JACKSON 219 S. PRESIDENT ST. CHOKWE ANTAR LUMMBA, PRESIDENT JACKSON MS 39205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 05/23/2024

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	Order requesting the sponsorship of a fireworks display from Downtown Partners, LLC and approval of future services and ratifications from DJ Walter Hurst, SnapHappy FacePainting, and Xtreme Jumpers to host the annual Juneteenth festival on Tuesday, June 18, 2024 at the Jackson Convention Complex
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. Youth & Education 2. Crime Prevention 5. Economic Development 7. Quality of Life
3.	<b>Who will be affected</b>	Youth and Citizens of Jackson & Parks and Recreation Department
4.	<b>Benefits</b>	Providing safe, fun, family-oriented festivities for the Citizens of Jackson
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no)</b> (area)  ▪ <b>Project limits if applicable</b>	Citywide  No
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department
8.	<b>COST</b>	Downtown Partners, LLC sponsoring the fireworks for the City of Jackson Fireworks Exhibition for the Juneteenth Observance.  DJ Walter Hurst Twelve Hundred Dollars (\$1,200.00) for 360 booth services and DJ entertainment from account number 005-501.10-6419  Xtreme Jumpers, LLC for two (2) space jumps for three (3) hours for Two Hundred Fifty Dollars (\$250.00) from account number 005-501.10-6419  SnapHappy FacePainting for three hours and thirty minutes for Face Painting from account number 005-501.10-6419.
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 No. 005-501.10-6419 \$1,200.00 DJ Walter Hurst Account No. 005-501.10-6419 \$250.00 Xtreme Jumpers, LLC Account No. 005-501.10-6419 \$525.00 SnapHappy FacePainting
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>

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



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Lumumba

**From:** Dr. Abram Muhammad, Director

**CC:** James Crump, Deputy Director  
**Department of Parks & Recreation**

**Date:** May 23, 2024

**Re:** Juneteenth Festival 2024 – Agenda Item

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**It IS REQUESTED**, that an Order for the below-described professional services be ratified and that a payment in the amount:

1. DJ Walter Hurst professional DJ and 360 booth services should be ratified and paid from account number 005.501.10-6419 for Twelve Hundred Dollars (\$1,200.00);
2. Xtreme Jumpers, LLC, will provide two (2) space jumps for 3 hours, which will be open for all youth attendees, totaling Two Hundred Fifty Dollars (\$250.00) be ratified and paid from account number 005-501.10-6419.
3. SnapHappy FacePainting will provide face painting for 3 hours and 30 minutes for all youth attendees, totaling Five Hundred Twenty-Five Dollars (\$525.00) be ratified and paid from account number 005-501.10-4619.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AB/js



**The City of Jackson  
Department of Parks  
and Recreation**

# MEMO

**TO:** JAQUELINE SPEARS, SECRETARY  
**FROM:** SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR  
**DATE:** MAY 20, 2024  
**CC:** ABRAM MUHAMMAD, DIRECTOR  
JAMES CRUMP, DEPUTY DIRECTOR  
DEPARTMENT OF PARKS AND RECREATION  
**SUBJECT:** AGENDA ITEM REQUEST - JUNETEENTH FESTIVAL

---

This memorandum is to provide account information for the professional services payments to various vendors that are providing professional service at the Juneteenth Festival at the Jackson Convention:

**IT IS REQUESTED**, that an Order for the below-described professional services be ratified and that a payment in the amount:

1. DJ Walter Hurst professional dj and 360 booth services be ratified and made from 005.501.10-6419 for (\$1,200.00);
2. Xtreme Jumpers, LLC. will provide two (2) space jumps for 3-hours, which will be open for all youth attendees, totaling \$250.00 be ratified and made from 005.501.10-6419;

Thank you,

*Shannon V. Amos*

Budget Investment Supervisor

**ARTISAN PYROTECHNICS, INC.**  
**Pyrotechnic Contract**

1) THIS AGREEMENT entered into this 16<sup>th</sup> day of April 2024 by and "between" ARTISAN PYROTECHNICS, INC., a Mississ. Corporation, hereinafter referred to as "ARTISAN," and City of Jackson/ Chokwe Antar Lumumba, Mayor, hereinafter referred to as "PURCHASER."

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production (s) will be performed on June 18, 2024 at 105 East Pascagoula St., Jackson, MS 39201.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) Access by ARTISAN at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE. If PURCHASER fails to fully comply with requirement A, B, C, and D set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of NINE THOUSAND FIVE HUNDRED Dollars (\$9,500.00). Full final payment is due by June 18, 2024. The payment is being paid by a 3<sup>rd</sup> party. The initial deposit will include a non-refundable charge of \$500.00 to initiate the permit and insurance process and is deducted prior to calculating any refunds. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 45 days from the date of the disp'. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay ARTISAN for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, ONE MILLION DOLLARS (\$1,000,000) combined single limits. Such insurance shall include PURCHASER as an

additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement.

9) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

10) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

11) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and First class, addressed as follows:

ARTISAN - Artisan Pyrotechnics, Inc., P.O. Drawer 250, Wiggins, MS 39577.

PURCHASER – City of Jackson/ Chokwe Antar Lummba, Mayor; 219 S. President St., Jackson, MS 39205.

12) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

13) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of performance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 16<sup>th</sup> day of April 2024.

\_\_\_\_\_, Title: President  
ARTISAN PYROTECHNICS, INC.

\_\_\_\_\_, Title: Mayor  
CITY OF JACKSON, MS



**Mayor Lumumba declares State of Emergency after severe storm damage. Click [here](https://storage.googleapis.com/proudcity/jacksonms/2024/05/641b11f1-skm_c360i24051009070.pdf) ([https://storage.googleapis.com/proudcity/jacksonms/2024/05/641b11f1-skm\\_c360i24051009070.pdf](https://storage.googleapis.com/proudcity/jacksonms/2024/05/641b11f1-skm_c360i24051009070.pdf)).**

The City of Jackson's Water and Sewer Business Administration is now JXN Water. Click [here](https://jxnwtr.com/) (<https://jxnwtr.com/>).

**PEG Network Off-Air Announcement:** PEG Network is currently off the air as we undergo a relocation. We appreciate your patience during this transition.

In the meantime, you can stay connected with PEG Network [here](http://www.youtube.com/@JacksonPEGNetwork) (<http://www.youtube.com/@JacksonPEGNetwork>) or visit our YouTube channel at [www.youtube.com/@JacksonPEGNetwork](http://www.youtube.com/@JacksonPEGNetwork) (<http://www.youtube.com/@JacksonPEGNetwork>).

## Juneteenth Fireworks Celebration

Jun  
18  
2024

**5:00pm - 9:45pm ▶ Jackson Convention Complex**

105 E Pascagoula St, Jackson, Mississippi 39201

[Share](#) [Add to Calendar](#)

[Directions](https://maps.google.com?daddr=105+E+Pascagoula+St%2C+Jackson%2C+Mississippi+39201) (<https://maps.google.com?daddr=105+E+Pascagoula+St%2C+Jackson%2C+Mississippi+39201>)

We would like to invite you to join us in celebrating our annual Juneteenth Fireworks Celebration! The event promises to be an exciting one, complete with a kids' zone, live entertainment, and food vendors. The spectacular fireworks display is scheduled to take place after the last entertainment act. We advise you to bring your own lawn or portable chairs for your comfort. Please be informed that the Jackson Police Department will be providing security at the event.

### Event Details:

- **Date:** Tuesday, June 18, 2024
- **Time:** Gates open at 5:00 p.m.
- **Venue:** Jackson Convention Complex Back Parking Lot
- **Address:** 105 E. Pascagoula Street Lakeland Drive, Jackson, MS 39201
- **Admission:** FREE

For more information, please contact: 601-960-0471

### More upcoming events

[Juneteenth Fireworks Celebration](https://www.jacksonms.gov/event/juneteenth-fireworks-celebration/) (<https://www.jacksonms.gov/event/juneteenth-fireworks-celebration/>)

June 18, 2024

[Jackson's Fireworks Extravaganza](https://www.jacksonms.gov/event/jacksons-fireworks-extravaganza/) (<https://www.jacksonms.gov/event/jacksons-fireworks-extravaganza/>)

July 3, 2024

[All events » \(/events\)](#)

♥ Helpful

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[A Size](#)

[Translate](#)

# INVOICE

Xtreme Jumpers  
jlsworld6@gmail.com



**Invoice No#:** 0284

**Invoice Date:** Feb 28, 2024

**Due Date:** Feb 28, 2024

**\$250.00**  
**AMOUNT DUE**

**BILL TO**

Samos@city.jackson.ms.us

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Tropical Bouncer	1	\$125.00	\$125.00
2	Module bouncer	1	\$125.00	\$125.00
			Subtotal	\$250.00
			<b>TOTAL</b>	<b>\$250.00 USD</b>

**NOTES TO CUSTOMER**

Thanks for choosing Xtreme Jumpers!!!



# INVOICE

# 39

**Walter "DJ Lil Walt" Hurst**  
Jackson, MS 39212  
281-908-1500

Date: May 6, 2024  
Due Date: Jun 18, 2024  
**Balance Due: \$600.00**

Bill To:  
**The Parks and Recreation Department**  
Jackson, MS

Item	Quantity	Rate	Amount
<b>DJ Service</b> 360 Photobooth Rental 5 pm - 8:30 pm	1	\$600.00	\$600.00

Subtotal: \$600.00  
Tax (0%): \$0.00  
Total: \$600.00



# INVOICE

# 40

**Walter "DJ Lii Walt" Hurst**  
Jackson, MS 39212  
281-908-1500

Date: May 9, 2024  
Due Date: Jun 18, 2024  
**Balance Due: \$600.00**

Bill To:  
**The Parks and Recreation Department**  
Jackson, MS

Item	Quantity	Rate	Amount
<b>DJ Service</b>	1	\$600.00	\$600.00
DJ			
4 Hours 5pm - 9pm			

Subtotal: \$600.00  
Tax (0%): \$0.00  
Total: \$600.00

Tawny Johnson

SnapHappy FacePainting

1939 Cherokee Drive  
Jackson, MS 39211

Phone: 601-366-4686

Email:

tawnyminton@comcast.net

# Invoice

Bill To: City of Jackson

Invoice Date: 5-23-24

Date of Event: 6-18-24

Quantity	Description	Unit Price	Total
	Face Painting 5pm-8:30pm	\$150	\$525

Total Balance Due:	\$525
--------------------	-------

Please make check out to: Tawny Johnson or Venmo @Tawny-EJohnson



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

<b>Name</b>	<b>Name Type</b>
Xtreme Jumpers LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1317211
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/30/2021
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	3257 Beatrice Drive Jackson, MS 39212

### Registered Agent

<b>Name</b>
Johnnie Smith 3257 Beatrice Drive Jackson, MS 39212

### Officers & Directors

<b>Name</b>	<b>Title</b>
Johnnie Smith 3257 Beatrice Drive Jackson, MS 39212	Manager



**Michael Watson**  
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
DOWNTOWN PARTNERS, L.L.C.	Legal

Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	617263
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	04/13/1995
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	211 N. Madison Street Tupelo, MS 38804

Registered Agent

Name
Reed Hillen 322 West Jefferson Street, Post Office Drawer 409 (38802) Tupelo, MS 38804

Officers & Directors

Name	Title
David W Henson Post Office Box 348 Tupelo, MS 38802	Member
Mark J Kellum 4825 Redbud Drive Belden, MS 38826	Member



# Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

## Name History

<b>Name</b>	<b>Name Type</b>
Artisan Pyrotechnics, Inc.	Legal

## Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	864293
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/01/2004
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	82 Grace Road Wiggins, MS 39577

## Registered Agent

**Name**  
Manis, K. Edward  
82 Grace Road, PO Box 250  
Wiggins, MS 39577

## Officers & Directors

<b>Name</b>	<b>Title</b>
Kenneth E Manis Jr 746 Big Four Road Wiggins, MS 39577	Incorporator
Kenneth E Manis P O Drawer 250 Wiggins, MS 39577	Director, President





Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
5/28/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER ACCEPTING THE DONATION OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS LLC AND APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO ARTISAN PYROTECHNICS INC., DJ WALTER HURST, SNAPHAPPY FACE PAINTING, AND XTREME JUMPERS, LLC FOR THE JUNETEENTH FESTIVAL BEING HELD ON TUESDAY, JUNE 18, 2024, AT THE JACKSON CONVENTION COMPLEX (MUHAMMAD, LUMUMBA) legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney *DM*  
Sondra Moncure, Special Assistant *SM*  
Justin Powell, Deputy City Attorney *JP*

5/28/24  
Date



# ARTISAN PYROTECHNICS, INC.

## Pyrotechnic Contract

THIS AGREEMENT entered into this 16<sup>th</sup> day of April 2024 by and "between" ARTISAN PYROTECHNICS, INC., a Mississippi Corporation, hereinafter referred to as "ARTISAN," and City of Jackson/ Chokwe Antar Lummba, Mayor, hereinafter referred to as "PURCHASER."

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on June 18, 2023 at 105 East Pascagoula St., Jackson, MS 39201.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) Access by ARTISAN at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE. If PURCHASER fails to fully comply with requirement A, B, C, and D set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of NINE THOUSAND FIVE HUNDRED Dollars (\$9,500.00). Full final payment is due by June 18, 2024. The payment is being paid by a 3<sup>rd</sup> party. The initial deposit will include a non-refundable charge of \$500.00 to initiate the permit and insurance process and is deducted prior to calculating any refunds. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 45 days from the date of the display. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay ARTISAN for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, ONE MILLION DOLLARS (\$1,000,000) combined single limits. Such insurance shall include PURCHASER as an

additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, the contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement.

9) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

10) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

11) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and First class, addressed as follows:

ARTISAN - Artisan Pyrotechnics, Inc., P.O. Drawer 250, Wiggins, MS 39577.

PURCHASER - City of Jackson/ Chokwe Antar Lummba, Mayor; 219 S. President St., Jackson, MS 39205.

12) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

13) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 16<sup>th</sup> day of April 2024.

\_\_\_\_\_, Title: President.  
ARTISAN PYROTECHNICS, INC.

\_\_\_\_\_, Title: Mayor  
CITY OF JACKSON, MS

25



**ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION. (MUHAMMAD, LUMUMBA)**

OFFICE OF THE CLERK  
5/22/24  
Lumumba

**WHEREAS**, the Department of Parks and Recreation (Parks) requests revisions to its 2023-2024 Fiscal Year Budget (Budget) due to a change in how account number 055-504.10-6464 ("machine/equipment maintenance and repair") operates; and

**WHEREAS**, when creating Parks' Budget, funds were allocated to account number 055-504.10-6464 to use for lawn mower and tractor repair and maintenance. In previous Budgets, Parks allocated money to the same account for the same purposes and used that account for lawn mower and tractor repair and maintenance; and

**WHEREAS**, the Finance Department informed Parks in February 2024, that account number 055-504.10-6464 is only to be used for the repair of machinery and should not be used for the repair of lawn mowers and tractors; and

**WHEREAS**, Park Maintenance has several pieces of lawn equipment that need immediate repair and Park Maintenance needs to purchase materials and other supplies for said lawn equipment; and

**WHEREAS**, due to the change in how account number 055-504.10-6464 operates, Parks has Fifty-One Thousand Seven Hundred and Eighty Dollars (\$51,780.00) in said account that it needs to transfer to various other accounts so that Park Maintenance can use the money to make the needed repairs to the City's lawn equipment; and

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, Parks represents that the Fifty-One Thousand Seven Hundred and Eighty Dollars (\$51,780.00) that it currently seeks to transfer from the "machine/equipment maintenance and repair" account is comprised of unspent funds that are not needed or expected to be needed for the purpose(s) for which said funds were originally appropriated in the Fiscal Year 2023-2024 Budget; and

**WHEREAS**, this intradepartmental transfer of funds is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this

Agenda Item # 25  
June 4, 2024  
(Muhammad, Lumumba)



Order, added to any previous Fiscal Year 2023-2024 intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to Parks' Fiscal Year 2023-2024 Budget; and

**WHEREAS**, Parks requests that its 2023-2024 Fiscal Year Budget be revised, as follows:

<b>FUNDS TRANSFERRED FROM:</b>		<b>FUNDS TRANSFERRED TO:</b>	
Machine/Equipment Maintenance and Repair		Other Operating Supplies	
055-504.10-6464	\$17,260.00	005-504.10-6299	\$17,260.00
		Motor Vehicle Repair	
055-504.10-6464	\$17,260.00	005-504.10-6316	\$17,260.00
		Other Repair & Maintenance Material(s)	
055-504.10-6464	\$17,260.00	005-504.10-6317	\$17,260.00
Total	<b>\$51,780.00</b>		<b>\$51,780.00</b>

**WHEREAS**, it is in the best interests of the City that Parks' Fiscal Year 2023-2024 budget be revised as shown in the table directly above so that lawn equipment repairs can be made and so that Park Maintenance can purchase materials and other supplies for said lawn equipment.

**IT IS THEREFORE ORDERED** that the Department of Parks and Recreation's Fiscal Year 2023-2024 Budget be revised as set forth in the table above; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

**(MUHAMMAD, LUMUMBA)**

Item No.: \_\_\_\_\_ Date: \_\_\_\_\_

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

DATE: May 13, 2024

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order requesting approval of funds to be transferred from one account to three other accounts for Parks and Recreation Park Maintenance for vehicle repairs, and other operating repairs and supplies.
2.	<b>Public Policy Initiative</b> <b>Youth &amp; Education</b> <b>Crime Prevention</b> <b>Changes in City Government</b> <b>Neighborhood Enhancement</b> <b>Economic Development</b> <b>Infrastructure and Transportation</b> <b>Quality of Life</b>	Infrastructure and Transportation
3.	<b>Who will be affected</b>	Department of Parks and Recreation Park Maintenance Division
4.	<b>Benefits</b>	City of Jackson Park Maintenance employees
5.	<b>Schedule (beginning date)</b>	Upon 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 type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation
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"/>	Transfer Fifty-One Thousand Seven Hundred Eighty Dollars (\$51,780.00) from account number 005-504.10-6464 to  Seventeen Thousand Two Hundred Sixty Dollars (\$17,260.00) to account number 005-504.10-6299  Seventeen Thousand Two Hundred Sixty Dollars (\$17,260.00) to account number 005-504.10-6316  Seventeen Thousand Two Hundred Sixty Dollars (\$17,260.00) to account number 005-504.10-6317
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> AABE _____%    WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> WBE _____%      WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>

	PRIVATE N/A	HBE _____% NABE _____%	WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>
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Parks & Recreation Department  
633 North State Street, 5<sup>th</sup> Floor  
P O Box 17  
Jackson, MS 39205-00173  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Lumumba  
**FROM:** Abram Muhammad, Director  
Department of Parks and Recreation  
**Date:** May 13, 2024  
**RE:** Transfer of funds

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IT IS REQUESTED funds are transferred from account number 005-504.10-6464 in the amount of Fifty One Thousand Seven Hundred and Eight Dollars (\$51,780.00) to the following accounts:

Seventeen Thousand Two Hundred and Sixty Dollars (\$17,260.00) to 005-504.10-6299 for other operating supplies

Seventeen Thousand Two Hundred Sixty Dollars (\$17,260.00) to account number 005-504.10-6316 for motor vehicle repairs and

Seventeen Thousand Two Hundred Sixty Dollars to account number 005-504.10-6317 for other operating repairs and maintenance materials.

The Department of Parks and Recreation Park Maintenance Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



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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OFFICE OF THE CITY ATTORNEY  
5/28/24

This ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION. (MUHAMMAD, LUMUMBA) legally sufficient for placement in NOVUS Agenda.

*Drew Martin*

Drew Martin, City Attorney *DM*

Sondra Moncure, Special Assistant *SM*

Justin Powell, Deputy City Attorney *JP*

*5/28/24*

Date



26





OFFICE OF THE CITY ATTORNEY  
KAC  
6/11/24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S NSD PLANNING EXPO INFORMATION AND NETWORKING EVENT ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, in an effort to expand the knowledge base of the public to the planning process and engage area businesses, community leaders, planning professionals and practitioners, non-profits, neighborhood associations, quasi-governmental entities, and educators on the merit of planning for the future of the City of Jackson while Learning from Planning Past, Understanding Planning Present, and Preparing for Planning Future, with the intent of educating the general public, and fortifying neighborhoods, and attracting businesses and commerce to the City, the Neighborhood Services Division is partnering with Fair Housing in the Office of Housing and Community Development to engage communities and all interested stakeholders to collectively plan for the Capital City's future; and

**WHEREAS**, the Department of Planning and Development, through its Office of Neighborhood Services, proposed that the City of Jackson host a community engagement event at the Jackson Convention Complex ("JCC") to provide space for the execution of sessions and workshops focusing on "Planning Past, Present, & Future" on Saturday, April 27, 2024, from 4 p.m. to 8 p.m.; and

**WHEREAS**, the Department of Planning and Development, through its Office of Neighborhood Services, recommends that the City of Jackson execute an event license agreement with the Capital City Convention Center Commission, located at 105 E. Pascagoula Street, Jackson, Mississippi 39207; and

**WHEREAS**, the Capital City Convention Center Commission will not charge the City a fee to use portions of the JCC, but will charge Six Thousand Seven Hundred Thirty Dollars (\$6,730.00) for security, utilities, and audio/video.

**IT IS, HEREBY, ORDERED**, that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex to host the "NSD Planning EXPO" Information and Networking Event on April 27, 2024.

Agenda Item # 26  
June 4, 2024  
(Keeton, Lumumba)

**IT IS FURTHER ORDERED**, that the Department of Planning and Development is authorized to pay Six Thousand Seven Hundred Thirty Dollars (\$6,730.00) for security, utilities, and audio/video for the event.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/12/2024**

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
<b>1.</b>	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE NSD PLANNING EXPO INFORMATION AND NETWORKING EVENT ON APRIL 27, 2024 AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS</b>								
<b>2.</b>	<b>Purpose</b>	An outreach event for the Office of Neighborhood Services								
<b>3.</b>	<b>Who will be affected</b>	Planning Professionals, Practitioners, Educators, Neighborhood Associations, Businesses, and Academia								
<b>4.</b>	<b>Benefits</b>	This event will educate the public to the planning process and expose them to the different components of city planning as well as introduce them to the various and diverse stakeholders.								
<b>5.</b>	<b>Schedule (beginning date)</b>	April 27, 2024								
<b>6.</b>	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide								
<b>7.</b>	<b>Action implemented by:</b> ▪ <b>City Department</b>	Department of Planning & Development Office of Neighborhood Services								
<b>8.</b>	<b>COST</b>	\$6,730.00								
<b>9.</b>	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant X</b> ▪ <b>Bond</b> ▪ <b>Other</b>	(Grant) CDBG B-21-MC-28-0003								
<b>10.</b>	<b>EBO participation</b>  <b>See attached sheets from Vendors</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 ___

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor

**From:** Chloe Dotson BUPD. MURP, Director

**Date:** February 21, 2024

**Subject:** ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S NSD PLANNING EXPO INFORMATION AND NETWORKING EVENT ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS.

The attached document is a use license agreement with the Capital City Convention Center Commission to provide use of their facility for the City of Jackson's NSD Planning EXPO. The facility rental is being waived; however, we are responsible for security, utilities, and audio/video in the amount of \$6,730.00.

In an effort to expand the knowledge base of the Public to the planning process and engage area businesses, community leaders, planning professionals and practitioners, non-profits, neighborhood associations, quasi-governmental entities, and educators on the merit of planning for the future of the City of Jackson while Learning from Planning Past, Understanding Planning Present, and Preparing for Planning Future, with the intent of educating the general public, while fortifying neighborhoods, and attracting businesses and commerce to the City, the Neighborhood Services Division is partnering with the Fair Housing Division in the Office of Housing and Community Development to engage communities and all interested stakeholders to collectively plan for the Capital City's future. Engaging the public in this setting will provide an opportunity for constituents, businesses, and the City to reach across the aisle and build relationships.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY  
3/12/24

## OFFICE OF THE CITY ATTORNEY

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**This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S NSD PLANNING EXPO INFORMATION AND NETWORKING EVENT ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$6,730.00) is legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/12/24

\_\_\_\_\_  
Date



27





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR THE NSD PLANNING EXPO TO BE HELD ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FORTY-EIGHT DOLLARS AND NINETY CENTS (\$1,048.90) TO WE MARQUEE, LLC**

OFFICE OF THE CITY ATTORNEY  
3/20/24

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson will host the first NSD Planning EXPO (NSDEXPO) to provide a platform where the public, planning department, planning professionals and practitioners, students and academia can learn about City planning, past, present, and future; and

**WHEREAS**, NSDEXPO will occur on Saturday, April 27, 2024, at the Jackson Convention Complex; and

**WHEREAS**, the Chief Administrative Office recommends retaining the professional services of We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Saturday, April 27, 2024 at 11:00 a.m. and to remove them by 9:00 p.m.; and

**WHEREAS**, We Marquee, LLC's principal office address is at 4533 Ritchey Drive, Jackson, Mississippi 39209; and

**WHEREAS**, the total cost of the professional services rendered by We Marquee, LLC shall not exceed the amount of One Thousand Forty-Eight Dollars and Ninety Cents and shall be paid from Community Development Block Grant funds.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to enter into an agreement with We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Saturday, April 27, 2024 at 11:00 a.m. and to remove them at 9:00 p.m.

**IT IS FURTHER ORDERED** that an amount not to exceed One Thousand Forty-Eight Dollars and Ninety Cents shall be paid to We Marquee, LLC out of Community Development Block Grant funds.

Agenda Item # 27  
June 4, 2024  
(Keeton, Lumumba)

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

**DATE: March 12, 2024**

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR NSD PLANNING EXPO TO BE HELD ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FORTY-EIGHT DOLLARS AND NINETY CENTS (\$1,048.90) TO WE MARQUEE, LLC</b>					
2.	<b>Purpose</b>	To install and setup marquee letters at the Jackson Convention Center					
3.	<b>Who will be affected</b>	City of Jackson					
4.	<b>Benefits</b>	Community Engagement and Education					
5.	<b>Schedule (beginning date)</b>	Upon Approval					
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide/Yes					
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Planning and Development					
8.	<b>COST</b>	\$1,048.90					
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"/>	(Grant) CDBG B-21-MC-28-0003					
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>					

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor

**From:** Chloe Dotson BUPD. MURP, Director

**Date:** February 21, 2024

**Subject:** ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE WE MARQUEE PROVIDE INSTALLATION AND RETRIEVAL OF MARQUEE LIGHTS FOR THE CITY OF JACKSON'S NSD PLANNING EXPO COMMUNITY ENGAGEMENT EVENT ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FORTY-EIGHT DOLLARS AND NINETY CENTS.

The attached document is a rental agreement with the We Marquee Company for the City of Jackson's NSD Planning EXPO. We are responsible for marquee rental, elevated stand, 25ft Balloon Garland, and installation and Retrieval in the amount of \$1,048.90.

In an effort to expand the knowledge base of the Public to the planning process and engage area businesses, community leaders, planning professionals and practitioners, non-profits, neighborhood associations, quasi-governmental entities, and educators on the merit of planning for the future of the City of Jackson while Learning from Planning Past, Understanding Planning Present, and Preparing for Planning Future, with the intent of educating the general public, while fortifying neighborhoods, and attracting businesses and commerce to the City, the Neighborhood Services Division is partnering with Fair Housing in the Office of Housing and Community Development to engage communities and all interested stakeholders to collectively plan for the Capital City's future. Engaging the public in this setting will provide an opportunity for constituents, businesses, and the City to reach across the aisle and build relationships.

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
3/12/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR NSD PLANNING EXPO TO BE HELD ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND AND FORTY-EIGHT DOLLARS AND NINETY CENTS (\$1,048.90) TO WE MARQUEE, LLC** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/12/24  
\_\_\_\_\_  
Date

28



CITY OF JACKSON  
OFFICE OF THE CITY CLERK

**ORDER AUTHORIZING THE MAYOR TO EXPEND 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development (HUD) for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

**WHEREAS**, on August 3, 2021, the Jackson City Council authorized the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson's 2021 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

**WHEREAS**, HUD has allocated CDBG funding for housing, community, and economic development activities; and

**WHEREAS**, on October 1, 2021, the Office of Housing and Community Development (OHCD) was notified by the U.S. Department of Housing and Urban Development (HUD), of CDBG funding in the amount of one million eight hundred eleven thousand nine hundred eighty-one dollars and zero cents (\$1,811,981.00); and

**WHEREAS**, OHCD has allocated sixty-five thousand one hundred thirty-one dollars and zero cents (\$65,131.00) for small businesses to be utilized for façade improvements; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed sixty-five thousand one hundred thirty-one dollars and zero cents (\$65,131.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to expend CDBG funds in a total amount not to exceed sixty-five thousand one hundred thirty-one dollars and zero cents (\$65,131.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024, for façade improvements for small business enterprises in the City of Jackson.

Agenda Item # 28  
June 4, 2024  
(Keeton, Lumumba)





Item# \_\_\_\_\_  
Agenda Date: \_\_\_\_\_

By: (Dotson, Lumumba)



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

**Date: October 24, 2023**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXPEND 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN 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 & Transportation 7. Quality of Life	5. Economic Development
3.	<b>Who will be affected</b>	Eligible Small businesses in the city of Jackson
4.	<b>Benefits</b>	To provide CDBG funding for eligible economic development activities.
5.	<b>Schedule (beginning date)</b>	November 1, 2023
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	<b>Action implemented by:</b> <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Economic Development
8.	<b>COST</b>	\$65,131
9.	<b>Source of Funding</b> <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	CDBG Acct. No. 085-80300-6824 & Acct. No. 085-80300-6419
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>



# MEMORANDUM

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

**FROM:** Chloe Dotson, Director of Planning  
Department of Planning & Development

**DATE:** October 24, 2023

**RE:** ORDER AUTHORIZING THE MAYOR TO EXPEND 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)

The Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed sixty-five thousand one hundred thirty-one dollars and zero cents (\$65,131).

**Cc:** Yika Hoover, Deputy Director, Office of Economic Development



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  
He/She/It  
5/11/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXPEND 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



5/11/24

Date





Red 23-206

Red 23-208

4/27/24: This does not appear to be a proper use of CDBG funds. What is the legal authority for using CDBG funds to make "façade improvements to small business enterprises in the City of Jackson"?

see attached. This is an approved use that was also in the city's action plan.

A handwritten signature in blue ink, appearing to be "K. H. H. H.", written in a cursive style.



It should be noted here that, once an area has been properly designated as a slum or blighted area under these provisions, the grantee may continue to assist activities that are designed to address a condition that caused the decline of the area even if the area has been brought to a point where it could no longer meet the tests for physical evidence of blight needed for its initial designation. However, if the regulatory requirements have been revised to become more stringent since the area was designated, the area would need to be newly designated (e.g., requalify) under the new criteria before new activities could be assisted with CDBG funds.

Where the assisted activity is *rehabilitation of residential structures*, two additional criteria must be met:

- ❖ Each such building must be considered substandard under local definition. (At a minimum, the local definition must be at least as stringent as the housing quality standards used in the Section 8 Housing Assistance Payment Program - Existing Housing.); and
- ❖ All deficiencies making the building substandard must be corrected before less critical work on the building may be undertaken.

*Note: These two criteria do not apply to nonresidential rehabilitation (rehabilitation of commercial or industrial buildings).*

*Reference: §570.208(b)(1)*

### Example

Typical activities designed to address blight on an area basis include:

- Acquisition and clearance of blighted properties,
- Installation of a park or playground,
- Commercial revitalization through facade improvements, and
- Treatment of toxic materials on property to enable it to be redeveloped for a specific use

when the assistance is designed to address one or more of the specific conditions which originally qualified the area.





**FINAL:**  
**FY 2021 ANNUAL ACTION PLAN**

**PREPARED BY:**  
**THE CITY OF JACKSON**  
**OFFICE OF HOUSING & COMMUNITY DEVELOPMENT**

<b>Funding</b>	<b>CDBG: \$250,000</b>
<b>Description</b>	To provide matching funds for the 2019 Lead Hazard Control Reduction Grant received from the City of Jackson.
<b>Target Date</b>	<b>9/30/2022</b>
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 24 families will receive rehabilitation services, specifically to abate lead hazards in homes where children under the age of 6 reside.
<b>Location Description</b>	City-wide
<b>Planned Activities</b>	Lead inspection and testing, and lead abatement
<b>Project Name</b>	Fire Station Repair
<b>Target Area</b>	Citywide
<b>Goals Supported</b>	Improve Fire Stations
<b>Needs Addressed</b>	Public Facilities and Infrastructure Improvement
<b>Funding</b>	<b>CDBG: \$176,657</b>
<b>Description</b>	This project is for the rehabilitation of Fire Station #7.
<b>Target Date</b>	<b>9/30/2022</b>
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 1500 residences receive fire safety and extinguishing services from this fire stations
<b>Location Description</b>	This fire station is located at [4265 North State Street, Jackson, MS 39206.
<b>Planned Activities</b>	To rehabilitate fire station 7 which serves low- and moderate-income areas and improve the quality of life for the firefighters residing at the station. The rehabilitation will consist of renovating bathrooms and kitchen, replacing fixtures, removing, and replacing existing fire suppression system, replacing existing floors, painting exterior and interior of building, and bringing building up to ADA compliance.
<b>Project Name</b>	Economic Development
<b>Target Area</b>	Citywide
<b>Goals Supported</b>	Provide Economic Opportunity
<b>Needs Addressed</b>	Expanded Economic Opportunities

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 93-0383) HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No. 2506-0192  
exp 5/31/2018

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Jackson	3a. Grantee's 9-digit Tax ID Number 048000503	3b. Grantee's 6-digit EUNS Number 190732731
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 200 S President St Jackson, MS 39201-4307	4. Date use of funds may begin 10/1/2021	5a. Project/Grant No. 1 B- 21-MC-28-0003
	5b. Project/Grant No. 2	6a. Amount Approved \$1,811,981
		6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in Item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta Mandoe Title CFD Director Signature 	Grantee Name (Contractual Organization) Chokwe Antar Lumumba Title Mayor Signature 
Date (mm/dd/yyyy) 12/15/2021	Date (mm/dd/yyyy) 1/20/2022

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions • None • Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	9b. Date Grantee Notified (mm/dd/yyyy)	9c. Date of Start of Program Year (10/01/2021)	10. Check one • a. Orig. Funding Approval • b. Amendment Amendment Number
11. Amount of Community Development Block Grant a. Funds Reserved for this Grantee b. Funds now being Approved c. Reservation to be Cancelled 11a minus 11b.		FY 2021 \$1,811,981			

12a. Amount of Loan Guarantee Commitment now being Approved N/A

**Loan Guarantee Acceptance Provisions for Designated Agencies:**  
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete address of Public Agency  
Jackson (City Of)  
200 S President St  
Jackson, MS 39201-4307

12c. Name of Authorized Official for Designated Public Agency  
Title  
Signature

**HUD Accounting use Only**

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	AMOUNT	Effective Date (mm/dd/yyyy)
	1 6 3 1 7 06		000					
		Y			1 Project Number		Amount:	
		Y			1 Project Number		Amount:	
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By			



REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 3, 2021 10:00 A.M.

WHEREAS, in order to ensure the continued and proper operation of the Code Services Division, the Department of Planning and Development is requesting that the procurement of services from Staffers be ratified and authorized for payment: Dates Vendor Name Procurement Services Amount 5/28/21 STAFFERS Temporary Personnel Services \$ 451.62 6/04/21 STAFFERS Maintain files, Assist with Open Records Requests and other essential office matters \$ 445.83 6/11/21 STAFFERS Maintain files, Assist with Open Records Requests and other essential office matters \$ 272.13 6/18/21 STAFFERS Maintain files, Assist with Open Records Requests and other essential office matters \$ 457.41 6/25/21 STAFFERS Maintain files, Assist with Open Records Requests and other essential office matters \$ 451.62 7/02/21 STAFFERS Maintain files, Assist with Open Records Requests and other essential office matters \$ 432.16 7/16/21 STAFFERS Maintain files, Assist with Open Records Requests and other essential office matters \$ 373.76 7/23/21 STAFFERS Maintain files, Assist with Open Records Requests and other essential office matters \$ 455.32 GRAND TOTAL \$ 3,791.67.

IT IS THEREFORE, ORDERED, that the procurement of temporary personnel services from Staffers be authorized and payment made at a cost not to exceed \$3,791.67.

Council Member Stokes moved adoption; Council Member Grizzell seconded.

Yeas - Banks, Foote, Grizzell, Hatley, Lee, Lindsay and Sackes.  
Nays - None.  
Absent - None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2021 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN IN THE AMOUNT OF \$4,282,141.00.**

WHEREAS, the City of Jackson receives, on an annual basis, federal funds from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate income individuals and families for the purpose of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, as a condition of receiving these funds, the City of Jackson is required to receive input from City departments and citizens regarding needs in their neighborhoods and projects to include in the One-Year Action Plan; and

WHEREAS, the City of Jackson conducted a virtual initial Public Hearing regarding the development of its 2021 One-Year Action Plan of the 2020-2024 Consolidated Plan on June 16, 2021. The Final Virtual Public Hearing will be held on August 3, 2021, with written comments accepted from citizens until August 12, 2021; and

WHEREAS, an Application/Proposal Workshop was conducted on July 9, 2021 at the Police Training Academy, to explain how non-profit organizations could apply for funds to benefit the homeless, provide public services, and increase homeownership through the provision of affordable housing; and

WHEREAS, the final 2021 One-Year Action Plan of projects has been prepared.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2021 One-Year Action Plan of the 2020-2024 Consolidated Plan, which includes \$1,811,981.00 in Community Development Block Grant (CDBG) funds; \$681,348.00 in Home Investment Partnerships (HOME) funds; \$159,648.00 in Emergency Solutions Grant (ESG) funds; and \$1,428,764.00 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,282,141.00; and to execute all required certifications, forms, and contractual documents related to this program year.

Vice President Lee moved adoption; Council Member Grizzell seconded.

**Special Condition: Indirect Cost Rate**

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart B.

*Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.*

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
	_____ %	_____
	_____ %	_____
	_____ %	_____

### **Special Condition: Eligibility Conditions for Youth**

- Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services.
- Unaccompanied youth aged 24 and under or families headed by youth aged 24 and under who are living in unsafe situations may be served by youth-serving providers

<b>Funding</b>	CDBG: \$65,131
<b>Description</b>	Small Business Facade Improvement Grants - To provide grants to small businesses for improvements that increase curb appeal on Jackson's Major thoroughfares and corridors.
<b>Target Date</b>	9/30/2022
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 10 small business will be assisted.
<b>Location Description</b>	City-wide
<b>Planned Activities</b>	Facade Improvements
<b>7 Project Name</b>	Admin - OHCD
<b>Target Area</b>	Citywide
<b>Goals Supported</b>	Provide Planning and administration
<b>Needs Addressed</b>	Livable Neighborhoods Public Facilities and Infrastructure Improvement Expanded Economic Opportunities Affordable Housing Efforts to Prevent Homelessness
<b>Funding</b>	CDBG: \$122,396
<b>Description</b>	Funds for the overall administration, management, and development of the City's housing and community development initiatives and programs including CDBG, ESG, HOME, and HOPWA.
<b>Target Date</b>	9/30/2022
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
<b>Location Description</b>	City-wide
<b>Planned Activities</b>	Overall management and administration of grant programs.
<b>8 Project Name</b>	Admin - DAD
<b>Target Area</b>	Citywide
<b>Goals Supported</b>	Provide Planning and administration



29



OFFICE OF THE CITY ATTORNEY  
KJL  
6/2/24

**ORDER AUTHORIZING THE MAYOR TO EXPEND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development (HUD) for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

**WHEREAS**, on July 19, 2022, the Jackson City Council authorized the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson's 2022 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

**WHEREAS**, HUD has allocated CDBG funding for housing, community, and economic development activities; and

**WHEREAS**, on October 1, 2022, the Office of Housing and Community Development (OHCD) was notified by the U.S. Department of Housing and Urban Development (HUD) of CDBG funding in the amount of one million four hundred seventy-nine thousand thirty-one dollars and forty cents (\$1,479,031.40); and

**WHEREAS**, OHCD has allocated one hundred thousand dollars and zero cents (\$100,000.00) for small businesses to be utilized for façade improvements; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to expend CDBG funds in a total amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00) beginning November 1, 2023, through September 30, 2024, for façade improvements for small business enterprises in the City of Jackson.

Agenda Item # 29  
June 4, 2024  
(Keeton, Lumumba)









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

Date: October 24, 2023

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXPEND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN 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 & Transportation 7. Quality of Life	5. Economic Development
3.	<b>Who will be affected</b>	Eligible Small businesses in the city of Jackson
4.	<b>Benefits</b>	To provide CDBG funding for eligible economic development activities.
5.	<b>Schedule (beginning date)</b>	November 1, 2023
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	<b>Action implemented by:</b> <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Economic Development
8.	<b>COST</b>	\$100,000
9.	<b>Source of Funding</b> <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	CDBG – FY 2022  HUDCDBG22-SBFG-6419 Acct. No. 085-80300-6419  HUDCDBG22-SBFG-6824 Acct. No. 085-80300-6824
10.	<b>EBO participation</b>	ABE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> AABE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> WBE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> HBE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> NABE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/>



# MEMORANDUM

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

**FROM:** Chloe Dotson, Director of Planning  
Department of Planning & Development

**DATE:** October 24, 2023

**RE:** ORDER AUTHORIZING THE MAYOR TO EXPEND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)

The Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00).

**Cc:** Yika Hoover, Deputy Director, Office of Economic Development



Office of the City Attorney

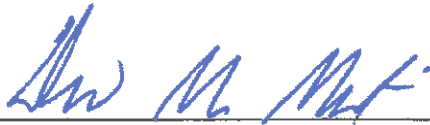
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
KMC 5/11/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXPEND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



5/11/24

Date





Red 23-206

Red 23-208

4/27/24: This does not appear to be a proper use of CDBG funds. What is the legal authority for using CDBG funds to make "façade improvements to small business enterprises in the City of Jackson"?

see attached. This is an approved use that was also in the city's action plan.

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It should be noted here that, once an area has been properly designated as a slum or blighted area under these provisions, the grantee may continue to assist activities that are designed to address a condition that caused the decline of the area even if the area has been brought to a point where it could no longer meet the tests for physical evidence of blight needed for its initial designation. However, if the regulatory requirements have been revised to become more stringent since the area was designated, the area would need to be newly designated (e.g., requalify) under the new criteria before new activities could be assisted with CDBG funds.

Where the assisted activity is *rehabilitation of residential structures*, two additional criteria must be met:

- ❖ Each such building must be considered substandard under local definition. (At a minimum, the local definition must be at least as stringent as the housing quality standards used in the Section 8 Housing Assistance Payment Program - Existing Housing.); and
- ❖ All deficiencies making the building substandard must be corrected before less critical work on the building may be undertaken.

*Note: These two criteria do not apply to nonresidential rehabilitation (rehabilitation of commercial or industrial buildings).*

*Reference: §570.208(b)(1)*

## **Example**

Typical activities designed to address blight on an area basis include:

- Acquisition and clearance of blighted properties,
- Installation of a park or playground,
- Commercial revitalization through facade improvements, and
- Treatment of toxic materials on property to enable it to be redeveloped for a specific use

when the assistance is designed to address one or more of the specific conditions which originally qualified the area.





8. **Special Conditions.**

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

**Instructions:** The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).





**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 19, 2022 10:00 A.M.**

312

WHEREAS, as a condition of receiving these funds, the City of Jackson must receive input from City departments and citizens regarding needs in their neighborhoods and projects to include in the One-Year Action Plan; and

WHEREAS, input was received from City departments and public hearings were conducted at the Grove Park Community Center and Tabernacle Ministries on May 10 and May 11, 2022, respectively. The Final Public Hearing was held on June 15, 2022, at the Warren Hood Building, Andrew Jackson Conference Room to present the DRAFT 2022 One-Year Action Plan of the 2020-2024 Consolidated Plan and obtain citizens comments; and

WHEREAS, an Application /Proposal Workshop was conducted on May 20, 2022, to explain how non-profit organizations could apply for funds to benefit the homeless, provide public services, and increase homeownership through the provision of affordable housing; and

WHEREAS, the DRAFT of the One-Year Action Plan of projects has been prepared, and is available on the City's website (<https://www.jacksonms.gov/documents/2022-action-plan-public-comment-form/>) with written comments accepted from citizens until July 15, 2022.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2022 One-Year Action Plan of the 2020 - 2024 Consolidated Plan by August 15, 2022, which includes: \$1,479,031.00 in Community Development Block Grant (CDBG) funds; \$944,901.00 in HOME Investment Partnership (HOME) funds; \$152,316.00 in Emergency Solutions Grant (ESG) funds, and \$1,478,169.00 in Housing Opportunities for Persons with Aids (HOPWA) funds for a total of \$4,054,417.00; and to execute all required certifications, forms, and contractual documents related to this program year.

Council Member Grizzell moved adoption; Vice President Lee seconded.

Yeas - Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays - None.

Absent - None.

\*\*\*\*\*

Note: Council Member Hartley left the meeting.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, LLC, BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT FUNDS, HEALTHY HOMES SUPPLEMENTAL FUNDS (HHSF), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES.**

WHEREAS, on August 6, 2019, found in Minute Book 6-F Pages 489-490, the Mayor was authorized to execute all documents necessary to apply and administer the U.S. Department of Housing and Urban Development's (HUD) Lead-Based Paint Hazard Control Grant (LBPHC) to the Office of Lead Hazard Control and Healthy Homes Supplemental Funds (HHSF) requesting approximately one million six hundred fifty thousand dollars (\$1,650,000.00); and

WHEREAS, on September 30, 2019, HUD announced the City of Jackson as one of its recipients to be awarded grant funds in the amount of one million eight hundred thousand dollars (\$1,800,000.00) through the Lead-Based Paint Hazard Control Grant (LBPHC) and Healthy Homes Supplemental Funds (HHSF) for a 42-month funding period and issued Grant Agreements on November 8, 2019 to begin program activities for the City's Lead Safe Jackson Housing Program; and

WHEREAS, the city was awarded one million eight hundred thousand dollars (\$1,800,000.00) through HUD's Lead-Based Paint Hazard Control Grant (LBPHC), one hundred fifty thousand dollars (\$150,000.00) through Healthy Homes Supplemental Funds (HHSF) and

**ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE.**

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI) is available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

WHEREAS, the City of Jackson will receive ten thousand dollars (\$10,000.00) for project planning from NLCI-SCEI upon execution of the Memorandum of Understanding; and

WHEREAS, the City is eligible for an additional amount up to twenty thousand dollars (\$20,000.00) for implementation and inventory; and

WHEREAS, the City will be required to share data with NLCI-SCEI to support its initiative goals, which includes completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, OED is currently participating in the NLCI-SCEI program that began March 3, 2022 through October 31, 2022; and

WHEREAS, the City of Jackson finds it reasonable to partner with NLCI-SCEI to share and exchange resources thus enhancing the effectiveness of the OED.

NOW, THEREFORE, IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into a Memorandum of Understanding (MOU) with NLCI-SCEI.

Council Member Stokes moved adoption; Council Member Grizzell seconded.

Yes – Banks, Foote, Grizzell, Hamley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2022 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN.**

WHEREAS, the City of Jackson receives, on an annual basis, federal funds from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low- and moderate-income individuals and families. The purpose of the funding is to provide a suitable living environment, decent housing, and expanded economic opportunities; and

**Funding Approval/Agreement**  
 Title I of the Housing and Community  
 Development Act (Public Law 930383)  
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Community Development Block Grant Program

GMB Approval No. 2506-0193  
 exp 1/31/2025

1. Name of Grantee (as shown in Item 6 of Standard Form 424)  
 Jackson  
 2. Grantee's Complete Address (as shown in Item 6 of Standard Form 424)  
 300 S President St  
 Jackson, MS 39201-4307

3a. Grantee's 9-digit Tax ID Number  
 646000308  
 4. Date use of funds may begin  
 10/01/2022  
 5a. Project/Grant No. 1  
 B-22-MC-20-0003  
 5b. Project/Grant No. 2

5c. Grantee's 9-digit DUNS Number  
 GNNPTMFBPTM3 (UE3)  
 5d. Amount Approved  
 \$1,479,031.40  
 5e. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in Item 4 above provided the activities to which such costs are related are completed in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipients entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)

Katy Burke  
 Title  
 Director, OEM  
 Signature

X **KATHLEEN BURKE**  
 Digitally signed by KATHLEEN BURKE  
 Date: 2022.12.12 13:26:06 -07'00'

Date (mm/dd/yyyy)  
 12/12/2022

Grantee Name (Contractual Organization)  
 Jackson (Jackson)  
 Title

Signature  
 Date (mm/dd/yyyy)

X *[Signature]*  
 02/09/2023

7. Category of Title I Assistance for this Funding Action:  
 Entitlement, Sec 108(b)

8. Special Conditions (check one)  
 None  
 Attached

9a. Date HUD Received Submission (mm/dd/yyyy)  
 9b. Date Grantee Approved (mm/dd/yyyy)  
 9c. Date of Start of Program Year  
 10/1/2022

10. Check one  
 a. City Funding Approval  
 b. Amendment Amendment Number

11. Amount of Community Development Block Grant  
 a. Funds Reserved for this Grantee FY 2022  
 b. Funds now being Approved \$1,479,031.40  
 c. Reservation to be Cancelled (if it differs 1%)

12a. Amount of Loan Guarantee Commitment now being Approved  
 N/A

12b. Name and complete Address of Public Agency

**Loan Guarantee Acceptance Provisions for Designated Agencies:**  
 The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

X *[Signature]*

**HUD Accounting use Only**

Batch	TAC	Program Y	A	Reg	Ann	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By						



30



**ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNER/GRANTOR BERNARD H. BOOTH, IV**

OFFICE OF THE CITY ATTORNEY  
6/3/24

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, §§43-31-1, *et seq.*, provides the requirements for acquiring privately owned real property for projects; and

**WHEREAS**, the Department of Public Works discovered a sinkhole caused by the failure of a sewer line running from Lyncrest Avenue to St. Ann Street; and

**WHEREAS**, the failure and sinkhole occurred in the backyard of residential property located at 1509 St. Ann Street and identified on the Hinds County Landroll as Parcel Number 15-151-1 and at 1606 and 1608 Laurel Street, a duplex, identified on the Hinds County Landroll as Parcel Number 15-152; and

**WHEREAS**, the sinkhole irreparably damaged the foundation of a garage structure on the property, which required the garage to be demolished; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. § 43-37-3, in order to make repairs to a sewer line, has sought to acquire a permanent easement over certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-152 and owned by Bernard H. Booth, IV; and

**WHEREAS**, The City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3 (b), and in order to make such repairs to a sewer line running between Lyncrest Avenue and St. Ann Street has made reasonable effort to acquire expeditiously an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-152 (Bernard H. Booth, IV); and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3(b) and in order to make such repairs to a sewer line and compensate the owner for damages caused by the sewer line failure has obtained an appraisal for a permanent easement over real property located in the City of Jackson, Hinds County, Mississippi, identified on the Hinds County Landroll as Parcel Number 15-152 (Bernard H. Booth, IV, owner of record) damages to said parcel; and

**WHEREAS**, fair market value for a permanent easement over real property located in City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 15-152 (Bernard H. Booth, owner of record) needed for repairs to a sewer line and damages to the property caused by the failure of the sewer line is \$31,600.00; and

**WHEREAS**, the Department of Public Works for the City of Jackson, Mississippi, recommends approval of this order to assist in the completion of repairs to one of its sewer lines; and

Item#: 30

Agenda: June 4, 2024

By: Wright, Lumumba



**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi, that the repairs to the sewer line running between Lyncrest Avenue and St. Ann Street be completed and that completion of said project will similarly benefit the citizens within and to the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$31,600.00 for acquisition of a permanent easement over certain property and damages herein identified as a Parcel Number 15-152 (Bernard H. Booth, owner of record) and that a warrant payable to Bernard H. Booth, IV, as record owner in an amount not to exceed \$31,600.00, be issued and made.

DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNER/GRANTOR BERNARD H. BOOTH, IV</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, 6, 7
3.	<b>Who will be affected</b>	Residents in the area of Lyncrest Avenue, Laurel Street, and St. Ann Street
4.	<b>Benefits</b>	Will allow for the completion of the repair to a failed sewer line that began prior to the appointment of the Interim Third-Party Manager
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>	1606 & 1608 Laurel Street (Duplex) (Ward 7)
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>	\$31,600.00
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 checked="" type="checkbox"/>	Fund 372 Modernization Tax
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  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright *LW*  
Chief Administrative Officer

**Date:** May 13, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation and authorizing payment to the owner of a duplex located at 1606 & 1608 Laural Street for a permanent sewer easement and for damages to his property arising from the failure of a City sewer main running through backyards from Lyncrest Avenue to St. Ann Street. As a result of the sewer failure, a separate garage and storage building had to be demolished. The bulk of the cost is for the relocation of a hot water tank from the garage that had to be demolished due to its foundation being compromised by the sinkhole. The permanent easement itself is very small. The bulk of the compensation is for the garage.

Bobby Cloud performed an appraisal to determine the value of the garage that was destroyed and the value of the permanent easement. The total amount determined to be just compensation for the permanent easement and the damages was \$31,600.00.

If you have any questions or comments, please do not hesitate to call me

Office of the City Attorney

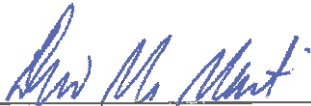
455 East Capitol Street  
Post Office Box 2700  
Jackson, Mississippi 39207-2700  
Telephone: (601) 960-1729  
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY  
5/16/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNER/GRANTOR BERNARD H. BOOTH, IV is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel



DATE

**Appraisal of  
a Utility Sewer Line Easement  
for**

**The City of Jackson**

**Department of Public Works**

**Property Owner: Bernard Hess Booth, IV**

**Address: 1606-08 Laurel Street**

**Jackson, MS 39202**

**Tax Parcel No. 15-152**

**Easement Taking Area: 0.0009 Acre (37.13 sq. ft.)**

**Legal Description of Ownership: Lot 17,  
Block A, Pinehurst Place, Part 3**

**Hinds County, Mississippi**

**by**

**Bobby L. Cloud, SRPA**

**State Certified Real Estate Appraiser  
(GA-207)**

**Date of Appraisal: June 13, 2023**

**Report Date: August 5, 2023**

**Bobby L. Cloud, SRPA  
Real Estate Appraiser  
Post Office Box 12421  
Jackson, Mississippi 39236  
Telephone: 601-9561720  
E-mail: [blcloud622@aol.com](mailto:blcloud622@aol.com)**

**August 5, 2023**

**Robert Lee, Director  
Department of Public Works  
200 South President Street  
Jackson, Mississippi 39201**

**Re: Appraisal of Sewer Line Easement  
Owner: Bernard Hess Booth, IV  
Address: 1606-08 Laurel Street  
Tax Parcel No. 15-152  
Jackson, Mississippi 39202**

**Attention: Robert Lee**

**Dear Mr. Lee:**

Pursuant to your request, I have made an appraisal of the above described property for the purpose of estimating just compensation for the imposition of a permanent sewer Line easement over a portion of a fifteen foot wide strip across the length of the subject tract. This property is a duplex residential building that us being rented. Tax records indicate that there is about 2,500 sq. ft. in this building. The property has an unusual situation in that there is a 40 gallon water heater in the garage. It is reported by the owner is that it is servicing one of the rental units. It appears to be good condition. The garage is in fair condition.

This appraisal is defined simply as a "appraisal report" as described by the Uniform Standards of Professional Appraisal Practice along with requirements required and defined in "The Appraisal Guide" provided by the Uniform Relocation Assistance and the Real Property Acquisition Policies Action of 1970, Public Law 91-646 dated January 2, 1971 and amended by Public Law 100-17 dated April 2, 1987.

The purpose of this appraisal is the provide the client an estimate of value for what has been lost by the owner for the imposition of a sewer line easement being purchased by the city. The intended use is to assist the City of Jackson in determining an opinion of just compensation for the imposition of the easement over a portion of the ownership. The client and intended user is the Department of Public Works of the City of Jackson.

Easement acquisition  
Tax Parcel 15-152  
Booth Property  
August 5, 2023

The marketing time for this property is six months as property in the Belhaven community is considered to be in good demand. This is especially true for the section of the city where property has been a desirable place to live for many years.

Your appraiser has usee lot sales and listings in the metropolitan area as lot sale within the city itself are rare especially in older up-scale neighborhood as Belhaven. It is understood that your appraiser has no responsibility for damages that may be caused to the concrete driveway or fencing by city contractors as they remove the building from the property. It is therefore my opinion that just compensation for this acquisition, as of June 13, 2023 which is the last date that this appraiser was on the premises. Based upon the data provided in this report, it is my opinion that just compensation for this acquisition, as of June 13, 2023, was :

(\$31,600)

Incidentally, Mr. Booth sent me a copy of an estimate of his contractor that exceeded my appraisal by a large amount. However, that estimate included a cost of removing the building and a considerable amount for the water heater. My experience with water heaters in that my wife and I were involved in purchasing a similar one. My estimate included the cost of a new one and relocating it. My suggestion to the city is to include the same. I would consider it being purchased as part of the compensation, but would offer it back to the owner for an amount of \$400 which would likely reduce his expense of purchasing a new one. It is not known as to whether he has an adequate location in the building for this, but my position is that he can relocate it within the new garage assuming that he intends on rebuilding the garage.

Attached is my appraisal report which includes the data used in appraising this property. Please advise if additional information is needed.

Respectfully submitted,



Bobby L. Cloud, SRPA  
State Certified General Real  
Estate Appraiser (GA-207)

### **PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to estimate the market value of the property that is being acquired. Fair market value and just compensation are synonymous in that in eminent domain appraisals of partial takings, an estimated of the property "before the taking" and its value "after" the taking" is applied. The difference between these two values is the just compensation or fair market value amount. In this case a different application is applied due the circumstances involved. This is because replqcement cost new for the garage is applied as the city required to provide enough capital for the owner to re-build the garage after the original one is removed. The city appears to be responsible for having it removed leaving the site cleared of any debris.. Furthermore, market value is defined as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and each acting in what he considers his own best interest;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

### **SCOPE OF THE APPRAISAL**

The scope of this appraisal report is based upon information gathered by the appraiser from public records, other identified sources, inspection of the subject property and its neighborhood, and selection of comparable sales and rentals or other pertinent data within the market area. Listings of comparable properties are analyzed if available, but are not used in the process of direct comparisons. The value of the land as if free and clear of improvements is always estimated first. Sales and other data need to be confirmed by informed parties involved. For example, they should be confirmed by the buyer, seller, and/or the selling or listing broker when possible. Sometimes a third party confirmation is adequate if they have confirmed the sales through informed parties. The information acquired will be analyzed and correlated into an estimate of value. All of this process is identified as the Sales Comparison



Approach to value. Other approaches used when applicable are the Cost Approach and the Income Approach. The Cost Approach involves estimating the reproduction or replacement cost new of the improvements. After this is done, depreciation must be deducted for physical deterioration and functional and economic obsolescence. Depreciation can be categorized as curable and/or incurable. Sometimes it is difficult to estimate reproduction cost new of a building or other type of improvements because like materials may no longer be available or the style of the construction is difficult to reproduce. For this reason, your appraisers choose to use replacement cost new which also eliminates unneeded reduction of value, especially when there is an over improvement. Once cost new is estimated, depreciation is deducted leaving the depreciated value of the improvements. Land value obtained by land sales comparisons (by Sales Comparison Approach) is then added to the estimated value of the improvements. In this case depreciation is not required as explained previously in this report. The Income Approach to value is applied by estimating economic rent for the property being appraised. A capitalization rate hopefully can be found in the market by finding sales of comparable properties that were renting when sold or shortly after the sale. Once vacancy and rent loss and expenses are deducted the remaining income is considered to be net operating income. This amount is then divided by the sales price thus giving the NOI (net operating income) which is represented by a percentage amount. A capitalization rate is determined and used by dividing this rate into the net income into an estimate of value by this approach. Once all three approaches are completed, a correlation of these values is made in order to determine which ones are more relevant into an opinion of value for the property. Even though this is rental property being a duplex, it will not be necessary to use this approach to value. With the purpose of this appraisal there is no need to consider to use of the Income Approach. Therefore, only a Sales Comparison Approach is needed in order to determine this value of the site along with a replacement cost of the garage.

#### **FUNCTION OF THE APPRAISAL**

The function of this appraisal is to assist the client in determining the value of what the property owner is losing as a result of this project..

#### **LEGAL DESCRIPTION**

The legal description of this property is Lots 17, Block A, Pinehurst Place, Part 3.

### **PROPERTY RIGHTS TO BE APPRAISED**

The rights to be appraised for the purpose of this appraisal are limited to using the area being imposed upon for a the imposition of a permanent utility easement on which there is already being use as a sewer line where no easement rights has ever been acquired.

### **HIGHEST AND BEST USE**

Highest and best use is defined by the same above source as, "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria are legally permissible, physical possibility, financial feasibility, and maximum profitability." The highest and best use of this property, as free and clear of improvements, would be as it is presently being use as residential duplex.

### **ZONING**

This property is zoned Residential R-2 (Single Family and Two-family Residential District). The purpose of this district is to protect single family residential uses by permitting development on lot sizes not less than 7,500 sq. ft. All other provisions of the R-1 Residential District shall be applied with the exception of the R-1 minimum lot size.

### **CLIENT, INTENDED USE AND USER OF REPORT**

The intended use of this appraisal is to assist the City of Jackson in determining just compensation for the partial interest taking of land and improvements from this ownership. The client and intended user is the City of Jackson's Department of Public Works who have intentions of purchasing a portion of this property by imposing a permanent utility easement across a part of it..

It should be understood by ALL parties this appraisal is specific to the needs of said client identified above; however, I certify the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. It is further understood that all factual data, analysis of such data, and conclusions relating to any and all value estimates contained within the confines of our report are the sole property of the client identified herein and cannot be made available, either in part or in whole, to any third party including the general public, without the express written consent of the respective signatories.

### AD VALOREM TAXES

Tax Parcel 15-152: Appraised Value: \$117,850, Assessed Value: \$17,678 with taxes being \$3,508.02. (includes \$3,401.95 + \$106.07 (for MS1- 703).

The above taxes are for 2022. Assessed values are 15% of value in Mississippi unless the owner has Homestead Exemption where assessments are 10% of the market value of the property. This property owner does not have this exemption. The millage rate for 2022 appears to have been 192.44 ± mills for this property.

### RECENT OWNERSHIP HISTORY

This property was purchased by the present owner from William Dent on July 3, 2019 as recorded in Deed Book 7235, page 4758 dated July 3, 2019. If this was a legitimate Arms-Length sale, it would be of little assistance in valuation of the property because improvement would have to be abstracted from the sales price and the objective first is to estimate the value of the land and the two-car garage. Mr. Booth later said he paid about \$150,000 for the property and had spent about \$15,000 on it in repairs & maintenance. That was about five years ago.

### DATE OF INSPECTION

The subject was inspected on June 13 & 23, 2023. Mr. Bernard H. Booth, IV was present on the first inspection. Your spoke with Mr. Booth by telephone on July 11 as he was contacted to get the confirmation of the sales price he paid several years ago. This is the norm when a property that is being appraised sold within the past few years.

### CITY AND NEIGHBORHOOD DATA

The City of Jackson is located in the west central portion of the state of Mississippi. It lies approximately 200 miles south of Memphis, Tennessee and 175 miles north of New Orleans, Louisiana, 45 miles east of Vicksburg and 90 miles west of Meridian. The city is favorably located in the southeastern portion of the Southeastern United States and is considered a hub city as Jackson is traveled through by many travelers and exporters of commercial goods as they travel from Atlanta, Birmingham, Mobile, Baton Rouge, Monroe, Shreveport, Dallas, Memphis, Little Rock and other sections of the nation.

Jackson is the largest city in the state and is considered to be the governmental, cultural and commercial center. Even so, Jackson is losing population as many are moving into nearby

towns and cities and counties. Jackson's population by the 2020 census was reported to be 173,514 down from the 184,256 reported by the 2000 census. These figures are questionable as different figures have been reported by other sources. While the city has lost population, the metropolitan area has grown as there is approximately 350,000 inhabitants in the Jackson Metropolitan Area. The nearby counties of Rankin and Madison has seen increases.

Brandon, Pearl and Flowood in Rankin County and primarily the cities of Ridgeland and Madison in Madison County have seen growth. Hinds County lost about 6,000 residents even with the incorporation of Byram in recent years and the slight increase in Clinton's population. Clinton is the county's second largest city with a 2023 population was reported to be 28,100. As Jackson seems to have run out of unimproved land for development, only a few years ago a commercial development (the District) was made on approximately about twenty acres on the east side of Interstate 55 North between Eastover Drive and Meadowbrook Road. Some of the more recent development downtown has been of the Federal Building (the Thad Cochran Building) additions to the WLBT television station building, the new Westin Hotel along with a few other lesser developments.

In addition, many new commercial buildings and businesses are cropping up in the metropolitan area especially in Flowood and in Ridgeland and Madison as well. This is not to say that there hasn't been some businesses that have been forced to close, especially those in the restaurant business. Highway construction is still occurring in the area. The Nissan plant was constructed east of Interstate 55 between Canton, the seat of Madison County, and the City of Madison. This development created many jobs for local citizens along with bringing additional people in, and creating other satellite businesses.

Residential development over the past few years has been moderate home sales have been as well. Activity has increased since the nation has slowly recovered from the Corona virus. Many of the businesses in the city and state suffered as many workers were reluctant to return to their original employment for fear of getting the virus. Due to the loss of employment during that time, the state and the nation was almost at a standstill. Economic cycles come and go and while it will take time, the economy is slowly recovering.

The subject neighborhood known as the Belhaven Historic District. lies in the east central portion of the City of Jackson. It is bounded on the north by Woodrow Wilson Boulevard), on the east by Interstate 55 South, on the south by High Street and on the west by North State Street. The Belhaven neighborhood is centered around Belhaven College. Most of the homes are older well-kept structures which have remained desirable and have been considered a good and safe place to live. The make-up of the area include single family and duplexes (many of the

latter are rented by local citizens and college students. There are also low rent housing just south of Fortification Street where there are a mixture properties including single family, a few apartment complexes and commercial properties.

Most of the commercial properties are found on Fortification Street. Some interesting activities in the area include the New Stage Theater and the home of Eudora Welty. Belhaven for years has been a desirable place to live. It is expected to continue to be so for years to come. However, as the population of Jackson declines, we have found several vacant duplexes that are available for rent.

### PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Duplex Building



View of Garage Building



**West Side View of Duplex**



**East Side View**

## **BEFORE THE TAKING**

### **A. Site (See Exhibit B, Subdivision of Subject Property)**

This residential lot fronts irregularly along Laurel Street and Lyncrest Avenue. It is estimated to be a little over 0.16 acre in size. Access and location for the area are considered to be good. Topography is gently sloping downward to the north. Surface drainage is fair as there is a large ditch on the north side that has eroded over the years. The site has deciduous trees on the east side. This area doesn't have much of a grass lawn, but some of the west side has grass. There are some bare spots on the east side as it heavily shaded. All public utilities and city services are available.

### **B. Improvements**

The residence is a two-story duplex that appears to be average condition. This is a frame structure with wood exterior walls and an asphalt shingle roof covering. It contains about 2,500 sq. ft. of living area. Tax data indicates that it was built in 1932. In my opinion, this building is not damaged as a result of the taking of the garage. Other improvements are the shrubbery and concrete drive. Since the residence is not being acquired, its value would be the same Before and After the Taking, it would be superfluous to evaluate it. The owner indicated that the property rents for \$1,500 and \$950 per month. A breakdown of the size of each unit was not given.

It appears that one side is presently vacant as a sign advertising rental space is situated on the west side. The detached garage contains about 400 sq. ft. It is in fair condition. There is a 40 gallon gas fired water heater (Smith Brand) that provides water to one of the units (See Exhibit C, Sketch of Garage Building).

## **AFTER THE TAKING**

After the imposition of the permanent sewer line easement over 37.13 sq. ft. (0009 acre), all of the improvements will remain except for the two-car garage. Since this improvement adds value to the property, it needs to be replaced. Since this structure will be removed by the city it will need to be replaced. Your appraiser has been informed that the site will be cleared of the concrete slab and all of the garage building including any debris lying within the site. Erosion has eaten into three to four feet into the back of the garage.

### **THE TAKING (See Exhibit A-1, ROW Plat)**

This taking consists of a small portion of a 15 ft. wide sewer line easement containing 37.13 sq. ft. of the subject property. Your appraiser has been informed that any damage to the concrete drive and fencing (if any) will not be the responsibility of this appraiser. It is

understood that the city will be responsible for their repair if needed and any other items that have to be removed or is damaged during construction. There instances where only the depreciated value of what is being taken; however, in this case, the city is responsible for problem that has been created due to part of the land near the sewer line is eroding. It is understood that the sewer line was installed years ago without the purchase of an easement right of way. Since the line is already in place, it is this appraiser's opinion that only a portion of the right can be enjoyed by the property owner. For this reason, 75% of the easement being imposed is being loss. (Exhibit A-2, Legal description of the Taking)

**APPROACHES TO VALUE**

The first step in the valuation process is to determine an opinion of the market value of the land, because it is permanent and will remain while an improvement may deteriorate or become obsolete. Basically, a Sales Comparison Approach is actually used in order to reach an opinion of the market value of the land. The Cost and Income Approaches to value are considered to be not applicable. However, a replacement cost new will be estimated for the garage which is to be removed by the city. Therefore, a portion of the Cost Approach must be used in order to determine the cost of replacing it. The Sales Comparison Approach will be the only approach applied in estimating the value of the land.. This approach is presented as on the following pages:

**THE SALES COMPARISON APPROACH**

**Tabulation of Comparable Land Sales** (Exhibit D, Comparable Sales & Listings Map)

<u>Sale</u>	<u>Deed</u> <u>Book- Page</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Date</u>	<u>Size</u> <u>(Acre)</u>	<u>S. Ft.</u> <u>Price</u>	<u>Sales Price</u>
1	7284-5261	Q-tip Trust	M&P Washington	12-22	0.31	\$1.85	\$25,000
2	7238-3347	Cedar Hill	Michael Washam	9-19	0.52	3.09	70,000
3	7284-3001	Cedar Hill	G&N Pritchett	9-22	0.51	3.17	70,000
4	760-670	CMS-SD	C&S Funchess	11-18	0.33	2.07	30,000
L-1	(7190-7701)	-----	Tamyrah Moffett	6-23	0.26	3.96	45,000
L-2	(7246-3292)	-----	Robert Crowell	6-23	0.79	2.48	85,000
L-3	(6049-0306)	-----	R&M Real Estate	6-23	½ plus	site	46,000
	Subject:		Bernard Booth			6-13-23	0.16+

**Sales & Listings Analysis**

(see the following pages)



## Descriptions of Sales and Listings

### Sale No. 1 (Tax Parcel 738-1295)

This lot fronts 100 feet on the west side of Pear Orchard Road in the northeast portion of the city of Jackson. This is considered a middle aged neighborhood. Pear Orchard has a good amount of traffic for a residential section of the city. Homes in the \$200,000 range are nearby. This lot is slightly below street grade. Its depth is 135 feet. A new brick one-story residence was just completed five months after the sale in December 2022. Its physical address is 6199 Pear Orchard Road, Jackson.

1 Residential lot: 13,500 sq. ft. @ \$1.85 per sq. ft. = \$25,000 (confirmed by seller)

### Sale No. 2 (Tax Parcel 2860-507-289)

This lot fronts about 129.71 ft. on the north side of Cedar Hill Way. This subdivision is located north of the central portion of the city of Clinton. It is estimated to be 0.59 acre in size (25,469 Sq. ft.). It is gently sloping slightly downward toward the street. Comparable Sales in Clinton are used in an up-scale neighborhood even though this is a recently developed area. About the only time a vacant lot is sold in Belhaven and the Woodland Hills section in Jackson would be if a residence burned down. Example: Lot on Pinehurst mentioned below had a residence that burned several months ago. It is described as Lot 9, Cedar Hill Place, Phase 1.

Residential lot, 25,469 sq. ft. @ \$2.75 per sq. ft. = \$70,000 (confirmed)

### Sale No. 3 (Tax Parcel 2860-507-306)

This property is an open lot fronting 147.28 ft. on the north side of Cedar Hill Way near the end of a cul-de-sac turnaround. This street is the longest in the subdivision and is the entrance street from Pinehaven Road. It has been graded down to where it is an almost level lot. Several homes have been completed and some are under construction. The lots in Cedar Hill are generally larger than most of those in the Belhaven neighborhood. Sales 2 & 3 are on the outer limits of the city of Clinton. It is legally described as Lot 26, Cedar Hill Place, Phase 1.

Residential Lot, 22,113 sq. ft. @ \$3.17 per sq. ft. = \$70,000 (confirmed by buyer & broker)

**Sale No. 4 (Tax Parcel 2980-208-79)**

This property is located approximately a mile south of Interstate 20. It fronts about 100+- ft. on the east side of Grand Oak Boulevard and is the third lot north of Oak Meadow Drive. It is an open site that has since been built upon having an adjusted building area of 4,375 sq. ft. according to tax records. Topography is gently sloping and surface drainage is good. The residence was completed sometimes in 2021. There are many other homes that are much older. This development is considered to be a part of the Oakhurst Subdivision. However, it is described as Lot 36, Grand Oak Boulevard, City of Clinton.

Residential lot, 14,570+- (0.33 acre) @ \$2.06 per sq. ft. = \$30,000

**Listing No. 1 (Tax Parcel 15-42)**

This property fronts 70 ft. on the south side of Pinehurst Street and 162.5 ft. on the east side of Olive Street. It is only a few doors east of Eudora Welty's home place. Older homes are generally well kept as they are in the Belhaven Historical District where pride of ownership is encouraged by the city of Jackson and owners in the neighborhood. This lot is almost level and surface drainage appears to be good. The 0.26 lot (11,375 sq. ft.) is a very desirable site in that it is a corner lot surrounded by beautiful homes and Belhaven University lies immediately across the street to the north.

Residential lot, 11,375 sq. ft. @ \$3.96 per sq. ft. = \$45,000

**Listing No. 2 (Tax Parcels 540-214)**

This is a 0.79 acre that fronts 100 ft. on the west side of the Pinewood street. The owner reportedly lives in the residence north of this listing. Topography is a little rugged, but could be leveled at a reasonable cost. Surface drainage is good. The grass lawn apparently is kept mowed. All public utilities are available. The depth of the site averages 343 ft. The area is improved with large older homes.

Residential lot, 34,300 sq. ft. @ \$2.48 = \$85,000

**Listing No. 3 (584-288)**

This property fronts 70 ft. on the south side of Manhasset Drive. It is a nice tree shaded lot, but the back of the property is low; therefore, only about one half acre is level and well elevated for a building site. It is the second lot west of

Forest Park Drive. This listing is only shown as it is in the same general area as the property being appraised.

Residential lot, ½ acre +- 21,780 sq. ft. useable area	\$1.75+- =	\$38,115
Excess land:		<u>7,885</u>
List Price:		\$46,000

### Sales & Listings Comparisons

#### Sale No. 1

This lot fronts 100 feet on the west side of Pear Orchard Road in the northeast portion of the city of Jackson. This is considered a middle aged neighborhood. Pear Orchard has a good amount of traffic for a residential section of the city. Homes in the \$200,000 range are nearby. This lot is slightly below street grade. Its depth is 135 feet. A new brick one-story residence was just completed five months after the sale in December 2022. An upward adjustment is needed for size (smaller parcels generally sell for a higher sq. ft.), location and for topography (sale is below street grade) and a downward adjustments are needed for shape. Indications are that based upon this sale, the subject's land should be something above \$1.85 per sq. ft.

#### Sale No. 2

This property is located in the city of Clinton approximately twelve miles west of Jackson. All lots are being sold for \$70,000 according to a local sales agent. Most all of these lots are near half acre in size. The unit sales price needs adjusting upward for size as larger parcels will sell for less) and downward for shape and location which should indicate that subject's land is worth something over \$3.09 per sq. ft. as size outweighs location.

#### Sale No. 3

This sale fronts on the north side of Cedar Hill Way in the City of Clinton. Due to the lack of good comparable lot sales in Jackson, this appraiser decided to look for an up-scale area where residential lot sales were occurring. Unfortunately the ones found happen to be in Clinton. It needs adjusting upward for size (larger sites generally will sell for less per sq. ft.) and needs downward adjustments for

shape and location. The indicated value would imply that the subject's land is worth something below \$3.17 per sq. ft.

**Sale No. 4**

This sale also is located in Clinton and is located about fourteen miles west of Jackson and the subject property. This subdivision is older than the Cedar Hill development. Most all of the lots have been built. This unit sales price should be adjusted upward for size (for reasons already stated) and time (a much older sale than the other comparables and it needs to be adjusted downward for shape and location. Size and time still outweighs the others. Thus indications are that subject's land should be something above the \$2.09 per sq. ft. of the sale.

**Listing No. 1**

This is a 0.26 acre residential corner lot that fronts 70 ft. on the south side of Pinehurst Place and 162.5 ft. on the east side of Olive Street (11,275 sq. ft.). The property originally had a residence on it containing 2,480 sq. ft. of living area. The structure was built in 1944. The listing is \$3.96 per sq. ft. Both properties are corner lots.

Listing is superior in shape & topography. Smaller lots generally sell for a higher sq. ft. price (as long as the lots utility hasn't been affected) In general the listing is superior to subject. Subject's site is worth something below the \$45,000 list price. Subject lot is estimated to contain about 0.16 acre (6,970 sq. ft.). The properties are comparable in location and highest and best use. Upward adjustment is needed for size and a downward adjustment is needed for shape (subject is very irregular in shape). Assuming that this property is reasonably listed, the subject's land should be worth something less than \$3.96 per sq. ft.

**Listing No. 2**

This is a 0.79 acre that fronts 100 ft. on the west side of the Pinewood Drive about two miles NE of the property being appraised. The owner reportedly lives in the residence north of this listing. Topography is a little rugged, but could be leveled at a reasonable cost. Surface drainage is good. The grass lawn apparently is kept mowed. All public utilities are available. The depth of the site averages 343 ft. The area is improved with large older homes. Based upon the comparisons subject's land should be worth more than the \$2.48 sq. ft.

**Listing No. 3**

This lot fronts about 70 ft. on the southerly side of Manhasset Drive approximately two mile NE of the subject property. It is irregular in shape and is over an acre in size. Topography is gently sloping toward the back of the property. It has a number of large oaks trees which allows it to be a nicely shaded lot. Surface drainage is good in first hundred feet or more. The rear portion appears to be low and may be susceptible to flooding. The list property is located approximately two miles NE of the subject. This property is the second lot west of Forest Park Drive. Homes in the area are less valuable than those in the Belhaven community.

Residential lot, ½ acre 2,178 sq. ft. @ \$1.75 useable land	\$38,115
Excess land in rear:	<u>7,885</u>
List Price:	\$46,000

**Conclusion and Estimated Value of the Taking**

Since there was no damage caused to the remainder, a full Before & After valuation will not be applied. Only the value of the taking will be applied as is done as follows:

Estimated Value of Land in take area, 37.13 sq. ft. @ \$3.00 @ 75% =	\$ 84
Replacement Cost New of garage, 400 sq. ft. @ \$75 per sq. ft. =	30,000
Water heater (40 gallon – Smith) Cost & removal	<u>1,500</u>
Estimated Total Compensation:	\$31,584
Rounded to:	\$31,600

**Conclusion of Market Value of the Subject Property**

The Cost Approach and Income Approaches to value were not applicable because there were no improvements to evaluate and because no site rentals were found of this type of property. Thus, your appraiser had to rely upon the Sales Comparison Approach. Admittedly, land sales of this type are difficult to

find. Based on Sales & Listings, \$1.85+, \$2.75+, \$3.17-, \$2.06+, \$3.96- & \$2.48+, a mid-range price of \$3.00 is adopted price for the subject lot. Although the sales were as a whole were far distances away, it is this appraiser's opinion that there has been no evidence that there is a need to adjust any of the sales for time (inflation or deflation), therefore, using the data presented above, it is my opinion that just compensation for this acquisition of imposition of a permanent easement, as of June 13, 2023 was:

THIRTY ONE THOUSAND SIX HUNDRED DOLLARS

(\$31,600)

### **Salient Facts**

1. Replacement Cost New is used to reach an estimate of reconstruction of the garage. This is defined as the cost at current prices as the city wants to allow the owner to be able to enjoy the benefits that he (she) had before this project occurred. RCN is used to off-set the possibilities of certain materials may be available in today's market. The idea is to provide a structure as good in utility and function as what was enjoyed Before the taking. Reproduction Cost New is most often used when the improvement is newer and the material in it are still available. This problem in this project is understood to be caused by much of the owner's lot being eroded as soils are washed away. Apparently it is the city's responsibility as a sewer line was laid years no easement was ever acquired; however, it is still the city's responsibility to make the property owner whole from what has been damaged or loss. In some partial right of way takings, a depreciated value of an improvement is applied, especially if the remaining property can operate without that particular structure being there.
2. Cost new of the garage was obtained by getting opinions for local builders. Your appraiser received opinions from several builders while also using cost New from the Marshall-Swift Cost Book, a national publications that generally are reasonably accurate in their estimates. The builders' estimates range

from about \$50 to \$75 per sq. ft. This appraiser had to assure these builders that their names would not be involved in any kind of litigations or exposure.

3. This appraiser met with the property owner when the property was first inspected. A return visit was made later by the appraiser to measure the size of the garage because he had to met another property owner next door.
4. It is this appraiser's opinion that because the sewer line has been on this property all these many years, the owner's present interest is limited to some degree as the sewer line has been there and could be partially claimed by adverse possession by the city. However, no width is known since the line's width is unknown. Therefore, a 75%-25% split is determined to be reasonable as the property owner cannot run the city off from something that is providing an amenity to the neighborhood.

#### **ASSUMPTIONS AND LIMITING CONDITIONS**

- This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for the unauthorized use of this report.
- No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report

- **The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report**
- **Responsible ownership and competent management are assumed unless otherwise stated in this report.**
- **The information furnished by others is believed to be reliable. However, no warranty is granted for its accuracy.**
- **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
- **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
- **It is assumed that there is full compliance with all applicable federal, state, and environmental regulations and laws unless otherwise stated in this report.**
- **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this report.**
- **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national government**



- Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee for accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless otherwise stated in this report.
- The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is not such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of routine observations made during the appraisal process.
- Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

- Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
  
- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without written consent of the appraiser and, in any event, only with proper written qualification and only in its entirety.
  
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without the prior written consent and approval of the appraiser.

#### **CERTIFICATION OF APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
  
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice by the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, Bobby L. Cloud, have not completed the requirements of the continuing education program of the Appraisal Institute. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic

education certification. I have completed all continuing education requirements to maintain my state appraisal license.

- The appraiser is qualified to appraise the subject property and have appraised numerous similar properties and there has been no departure from the competence provisions of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.
- The appraiser has fully complied with all legal requirements of the State of Mississippi.

*Bobby L. Cloud*

**Bobby L. Cloud, SRPA  
State Certified General Real  
Estate Appraiser (GA-207)**

**ADDENDUM**

ADDENDUM



LEGAL DESCRIPTION  
Easement No.3  
Bernard Hess Booth, IV Property

Commencing at a ¾" iron pipe found on the west right-of-way line of St. Ann Street and representing the northeast corner of Lot 18, Pinehurst Place, Part 3 as found and recorded in the Hinds County Chancery Clerk's Office in Jackson, Mississippi and thence run South 00 degrees 44 minutes 53 seconds West, along said right-of-way line, for a distance of 39.31 feet to a ½" iron rebar set; thence leave said right-of-way and run North 58 degrees 23 minutes 59 seconds West for a distance of 73.10 feet to a ½" iron rebar set on the north line of said Lot 18 (also being the south line of Lot 16); thence run North 58 degrees 23 minutes 59 seconds West for a distance of 72.39 feet to a ½" iron rebar set on the west line of said Lot 16; thence run South 00 degrees 44 minutes 53 seconds West, along said property line, for a distance of 10.93 and being the Point of Beginning of the tract herein described:

From the Point of Beginning thence run South 00 degrees 44 minutes 53 seconds West, along said property line, for a distance of 6.54 feet to a ½" iron rebar set; thence leave said property line and run North 58 degrees 23 minutes 59 seconds West for a distance of 13.22 feet to a ½" iron rebar set on the north property line of said Lot 17; thence run South 88 degrees 03 minutes 05 seconds East, along said property line, for a distance of 11.35 feet back to the Point of Beginning.

All lying and being in Lot 17 of the Pinehurst Place, Part 3, City of Jackson, Hinds County, Mississippi, and containing 37.13 square feet (0.0009 acres), more or less.



Exhibit B Subdivision Plat

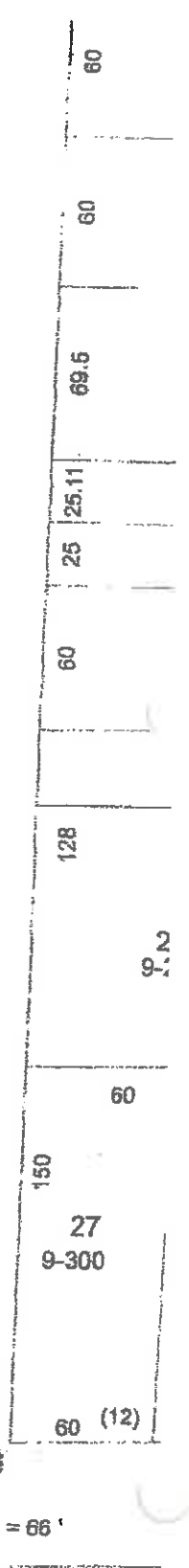
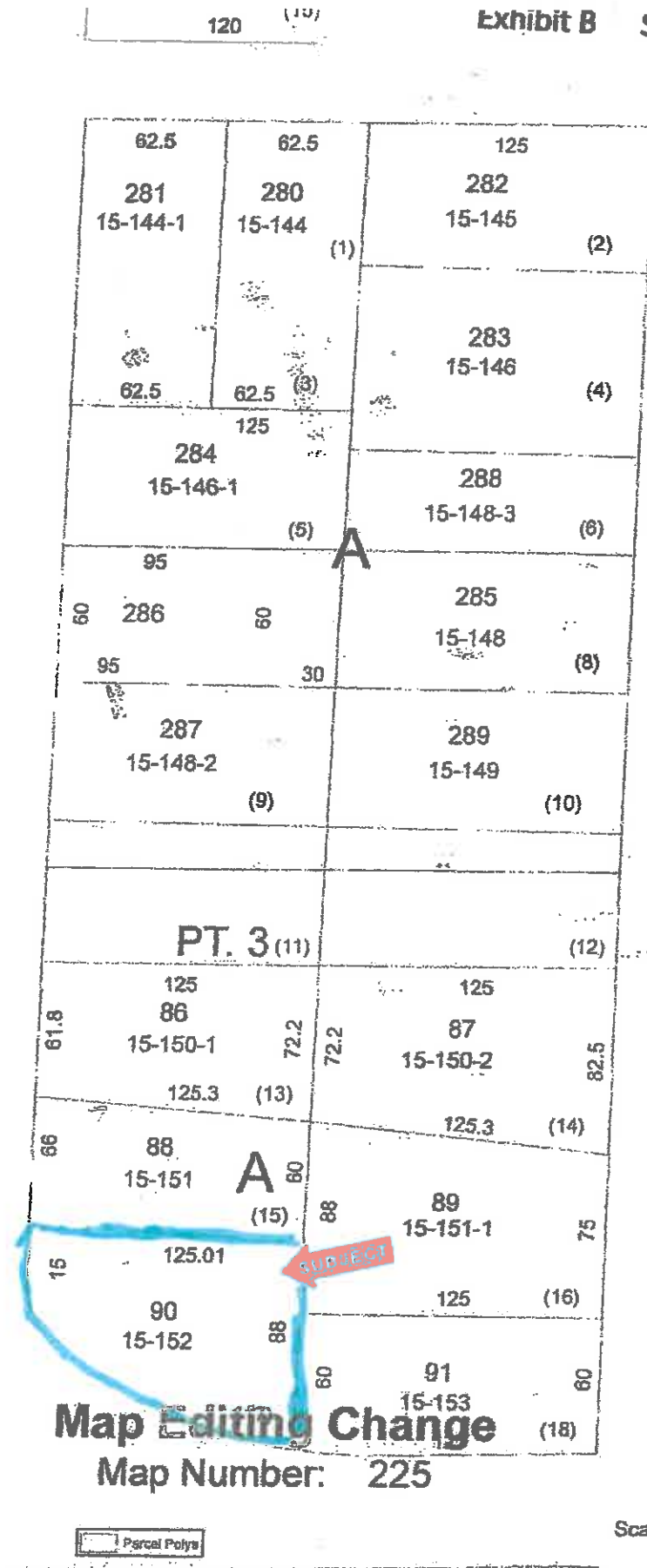
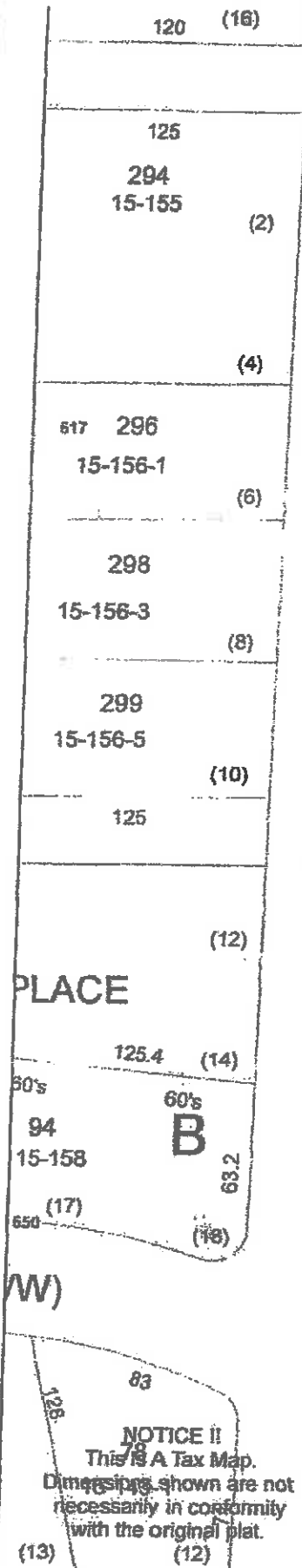
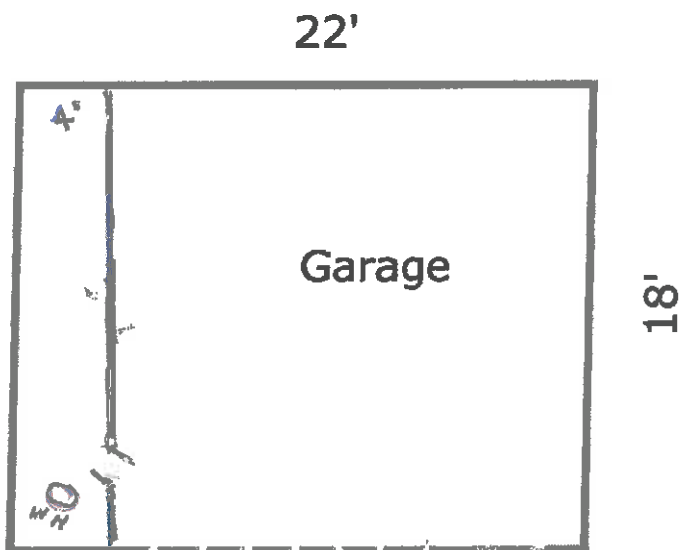


EXHIBIT C

Sketch of the Garage Bldg.



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

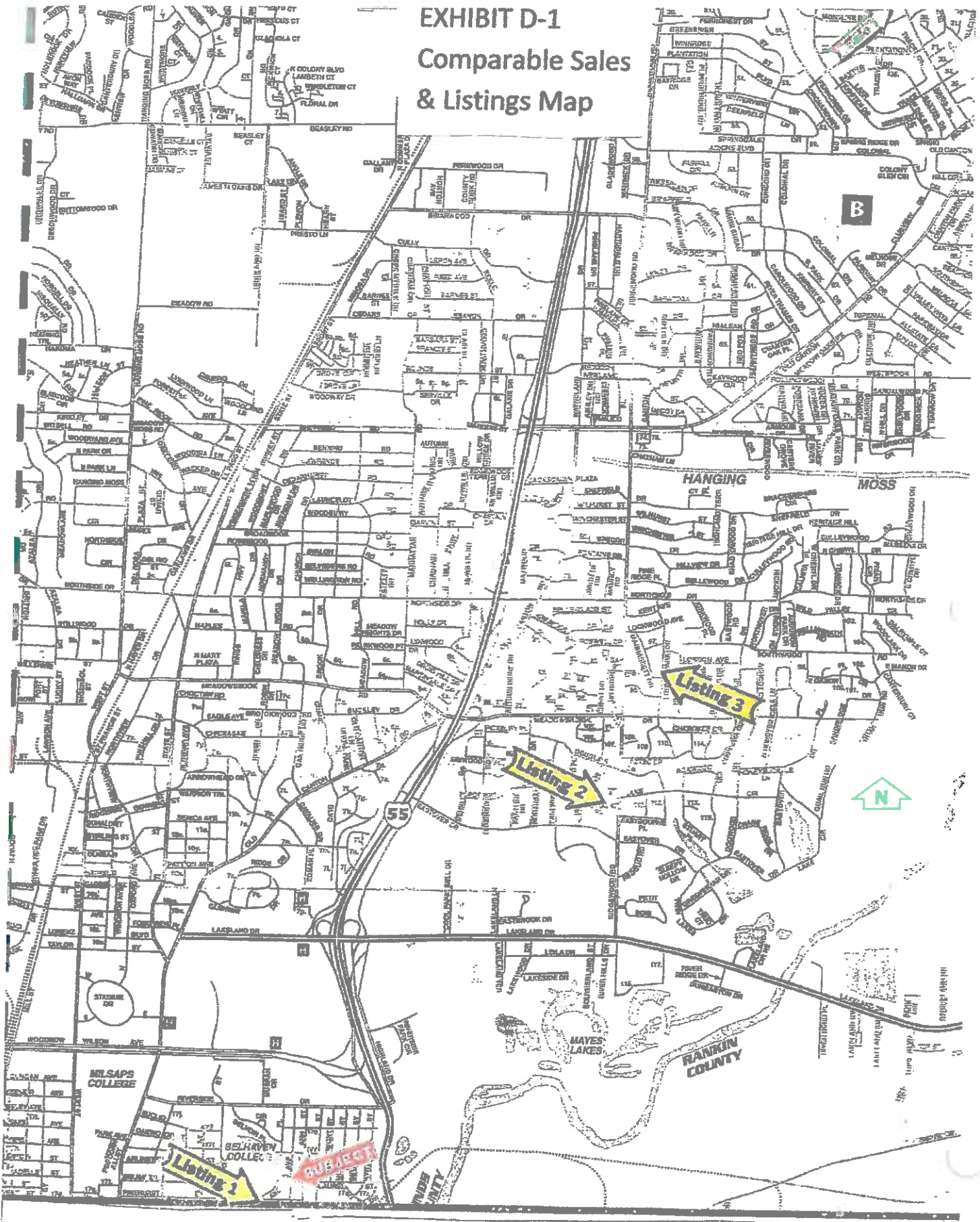
Calculation Details

396 Sq ft

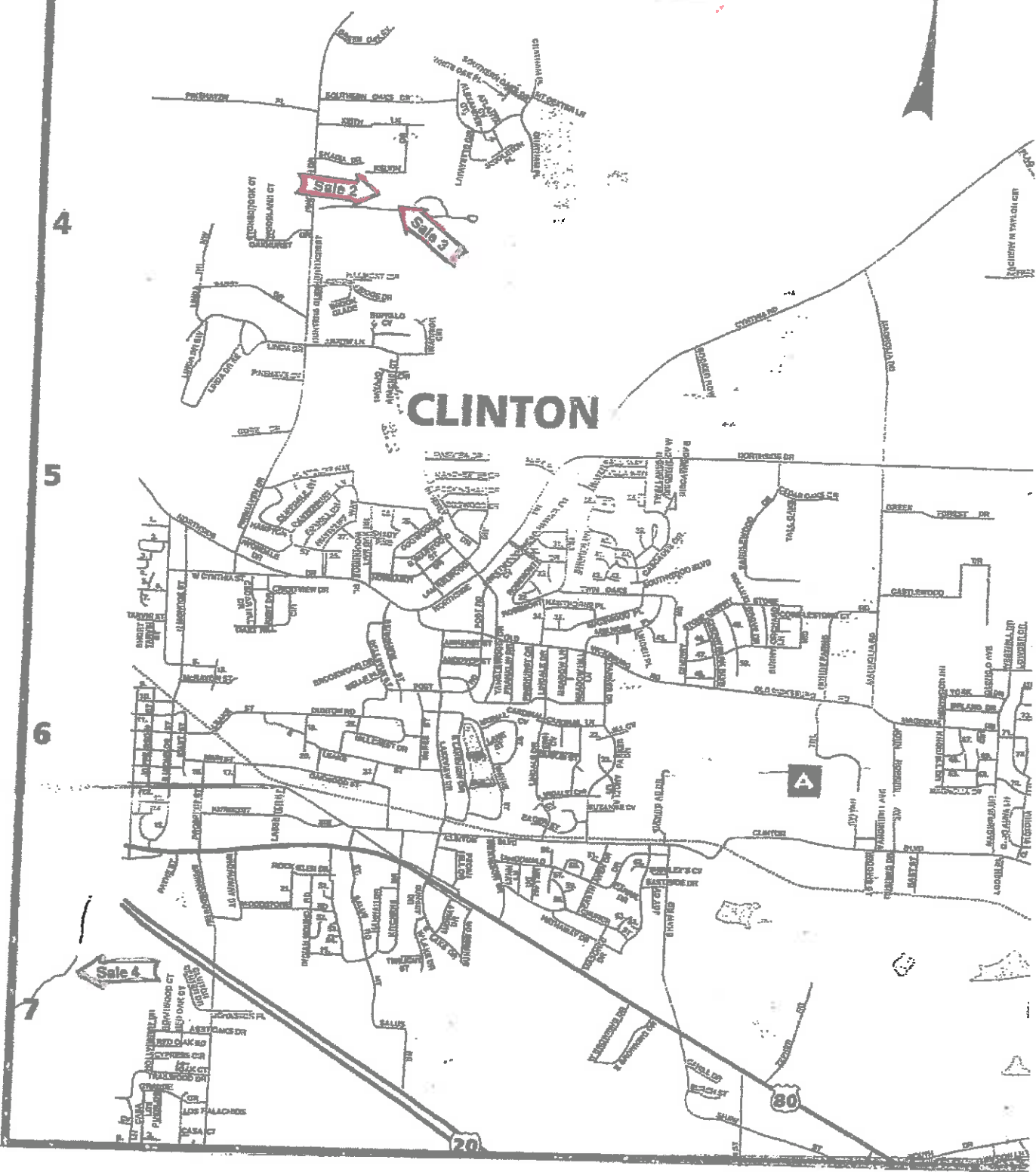
18 x 22 = 396

396 Sq ft

# EXHIBIT D-1 Comparable Sales & Listings Map



# EXHIBIT D-2 Comparable Sales & Listings Map



3

4

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6

7

## CLINTON

A

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80

**QUALIFICATIONS & EXPERIENCE OF BOBBY L. CLOUD, SRPA  
REAL ESTATE APPRAISER**

**EMPLOYMENT HISTORY:**

Prior to becoming a self-employed real estate appraiser, Mr. Cloud was employed by the U. S. Army Corps of Engineers in Arkansas (DeGray Reservoir Project) as a Trainee Appraiser. Later, he was employed by Associated Appraisers, Inc. of Jackson, Mississippi. During that time he was sent to he spent two years living in Missouri while appraising mostly rural tracts on the Ozark Scenic Riverways Project for the National Park Service. Properties were being purchased along the Current and Jack's Fork Rivers. After returning to Jackson, he spent a large amount of time appraising land for the Vicksburg Corps of Engineers on the Steele Bayou Sump Area Project in Warren and Issaquena Counties. Mr. Cloud later was later employed by the Mississippi Department of Transportation as a review and staff appraiser.

Later, he became self-employed as a real estate appraiser up to the present time. His office location is presently located at 1985 Lakeland Drive, Jackson, MS 39216

**PROFESSIONAL PROGRESSION:**

- (1) Awarded the SRA (Senior Residential Appraiser) designation by the Society of Real Estate Appraisers.
- (2) Awarded the Realtor designation by the Jackson Board of Realtors and the National Association of Realtors immediately followed by being awarded the RM (Residential Member) by the American Institute of Real Estate Appraisers.
- (3) Awarded the SRPA (Senior Real Property Appraiser) designation by the Society of Real Estate Appraisers.
- (4) Passed the examination required by the federal financial regulators and the new state law for the State Certified General Real Estate Appraiser's license. This obviously was the first year that an appraiser's license was offered by the State of Mississippi. Prior to the time, the broker's license for brokerage, management and appraisal of real estate was the license for appraisers.
- (5) Renewed appraisal and brokers licenses every two years. Currently licensed as an appraiser through February 28, 2024.

**QUALIFICATIONS (continued)**

**Bobby L. Cloud, SRPA**

**Real Estate Appraiser**

**EDUCATION:** Attended Arkansas A & M College (now the University of Arkansas @ Monticello)

**APPRAISAL COURSES COMPLETED:**

- (1) Course I (Principles & Techniques of Real Estate Appraising) offered by the American Institute of Real Estate Appraisers (2-week course). Taken at the campus of University of Mississippi
- (2) Course II (Urban Properties), an income property appraisal course offered by the AIREA (2-week course) Taken at the campus of Tulane University
- (3) Course III (Rural Properties), a farmland appraisal course offered by the AIREA (2-week course) Taken on the campus of Idaho State University
- (4) Course IV (Condemnation Appraising), a course covering several aspects and applications of real estate appraising, especially in partial right of way acquisitions offered by the AIREA (2-week course) Taken on the campus of Tampa University.
- (5) Course IB2 (Capitalization & Theory), an income properties appraisal course where capitalization of net income into an estimate of value after deduction of rent losses and expenses are applied on various types of income producing properties such as commercial and industrial real estate offered by the AIREA (one-week course) Taken on the campus of the University of Texas
- (6) Course IBb (Capitalization & Theory), a similar income property appraisal course offered by the AIREA (one-week course) Taken on the campus of the University of Indiana
- (7) Course 101 (Principles & Techniques of Residential Appraising) offered by the Society of Real Estate Appraisers (equal to a 2-week course, but taken one night a week for a period of about three months) Taken on the campus of Millsaps College
- (8) Audited "Appraisal Industrial Properties" offered by the Society of Real Estate Appraisers.
- (9) Audited Course 201 (Principles of Income Property Appraising) offered by the Society of Real Estate Appraisers.
- (10) Audited AI Yellow Book seminar (2 day)
- (11) Audited AI Condemnation Appraisal (a 3-day seminar (August 2014)
- (12) Attended numerous seminars including those offered by the various appraisal organizations for recertification credits for the requirements of the state license in Mississippi and for the requirements of the Appraisal Foundation and the Appraisal Institute of which this appraiser holds two appraisal designation.
- (13) Completed Standards of Professional Appraisal Practice, Part A offered by the Appraisal Institute.
- (14) Completed Standards of Professional Appraisal Practice, Part B offered by the Appraisal Institute.
- (15) Attended several seminars every two years in order to retain the appraisal license which is defined as the State Certified General Real Estate Appraisers license (License No. GA-207).

**QUALIFICATIONS (continued)**

**Bobby L. Cloud, SRPA**

**Real Estate Appraiser**

**Organizational Affiliations:**

**Served as President of Jackson Chapter No. 125, Society of Real Estate Appraisers: 1977-78**

**Served as a Director of Jackson Chapter No. 125 in late 1980's**

**Secretary/Treasurer of old American ROW Association (MS Chapter)**

**SRPA Member of Appraisal Institute (holding the SRPA & SRA designations)**

**Past Member of Jackson Board of Realtors and National Association of Realtor (resigned Dec. 2017)**

**SOME CLIENTS SERVED OVER THE YEARS:**

**U. S. Army Corps of Engineers on project in Arkansas (Cache River Mitigation Project) and in Mississippi (Tennessee-Tombigbee River Navigation Project)**

**The U. S. Department of Interior's National Park Project on projects in Arkansas and Missouri**

**The U. S. Department of Interior's Bureau of Indians Affairs**

**The U. S. Department of Interior Wildlife & Fishes**

**The U. S. Department of Agriculture's Soils Conservation Service (Newton, Lincoln & Tallahatchie Counties)**

**The U. S. Department of the Navy**

**Trustmark National Bank**

**Peoples Bank**

**Regions Bank**

**BankCorpSouth**

**Deposit Guaranty National Bank**

**Mississippi Bank**

**Deposit Guaranty Nation Bank**

**Denbury (pipeline)**

**Gulf South (pipeline)**

**SESH (pipeline)**

**Shell Oil Co. (pipeline)**

**Bank of Tennessee**

**Georgia Pacific Corporation**

**Rex Timber Company**

**Standard Oil Company**

**City of Jackson**

**Jackson Redevelopment Authority**

**City of Jackson**

**QUALIFICATIONS (continued)**

**Bobby L. Cloud, SRPA  
Real Estate Appraiser**

**City of Pearl**

**City of Clinton**

**City of Ridgeland**

**City of Morton**

**City of Carthage**

**City of Yazoo City**

**City of Madison**

**City of Flowood**

**Town of Georgetown**

**Town of Rosedale**

**Hinds County (currently making appraisals for bridge projects throughout Hinds County)**

**and recently reviewed appraisals for Hinds County on the Clinton to Byram-bypass- road**

**Recently completed review appraisal assignment for City of Yazoo City on the Willie Morris**

**By-pass road**

**Madison County & other cities, towns & counties within the state**

**REVIEW APPRAISAL EXPERIENCE**

**Staff/Review Appraiser for the Mississippi Department of Transportation**

**Reviewed appraisals for Grenada County Road project**

**Reviewed appraisals for the City of Jackson**

**Reviewed appraisals for the City of Cleveland**

**Reviewed appraisals for the State of Mississippi privately**

**Reviewed for the City of Ridgeland**

**Reviewed appraisals for Warren County**

**Reviewed appraisals for Hinds County**

**Reviewed appraisals for the City of Yazoo City**

**Reviewed appraisals for several other cities and counties, private corporation and companies in MS**

**COURT EXPERIENCE:**

**Testified in many cases in Justice of the Peace, County, Circuit and Chancery Courts in the State  
of Mississippi and in Federal Court**

**LICENSES:**

**Appraisal License: GA-207 through February 28, 2020**

**Broker's License**

**Also have renewed Errors & Omissions Insurance through June 2019**





31



**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-67, SYLVIA LAWSON)**

OFFICE OF THE CITY ATTORNEY  
7/28/2021

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, *et seq.* of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 405-67 and owned by Sylvia Lawson; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, *et seq.*, and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 405-67 (Sylvia Lawson, owner of record) needed for the placement of a bus stop is \$500.00; and

Agenda Item # 31  
June 4, 2024  
(Wright, Lumumba)

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 405-67 (Sylvia Lawson, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

May 24, 2024

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-67, SYLVIA LAWSON)</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	6.
3.	<b>Who will be affected</b>	Riders of JATRAM
4.	<b>Benefits</b>	Provide bus stops to JATRAM riders
5.	<b>Schedule (beginning date)</b>	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Along Medgar Evers Boulevard
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>	\$500.00
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 checked="" type="checkbox"/>	Medgar Evers RAISE Grant
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  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer

**Date:** May 24, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed for placement of a bus stop as part of the Medgar Evers Boulevard RAISE Grant Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than \$10,000.00.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

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This **ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-67, SYLVIA LAWSON)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney*

5/28/24  
Date

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

OFFICE OF THE CITY ATTORNEY  
5/28/24



## Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

*"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation."*

The property that is the subject of this offer of just compensation is as follows:

**Owner:** SYLIVA LAWSON  
**Parcel No:** Tax Parcel No. 405-67  
**Project No:** 2024-2074 (iROW)  
**Project Name:** Medgar Evers Boulevard  
**County:** Hinds

Under the authority conveyed to me by the City of Jackson, MS, and based on the waiver valuation for the above-named property, which is inclusive of all compensable interests, I, \_\_\_\_\_ do hereby establish the City of Jackson's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$500.00**.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.



**Integrated Right of Way**  
**P. O. Box 3066**  
**Madison, MS 39130**  
**Phone: 601-790-0443**  
**Fax: 601-852-1170**



**Basis of Valuation**

**Date of Inspection:** March 28, 2024

**Size and Description of Total Ownership BEFORE and AFTER**

0.11 Acres Land (tax GIS) of Commercial land in the before condition  
 0.11 Acres Land (tax GIS) of Commercial land in the after condition

**Size of Larger Parcel Used for Valuation Process**  
 (if less than size of total ownership):

0.11 Acres

**Description of Acquisition(s) including: type (Q, T, W), existing use, size, features:**

(W) – 0.003 Acres (112 sq. ft.) of commercial land by Warranty Deed

**Sales Data Utilized for Valuation Process:**

Comparable sales utilized in the valuation are broken down as follows:

Address	City	Size (Acres)	Size (SF)	Sale Date	Sale Price (Overall)	Sale \$ PSF
0 Country Club Drive	Jackson	17.41	754,380	7/31/2023	\$215,000	\$0.28
0 Dixon Road	Jackson	2	87,120	5/14/2022	\$21,500	\$0.25
0 Flag Chapel Road	Jackson	1.2	52,272	11/15/2023	\$16,000	\$0.31
0 Livingston Road	Jackson	11.72	510,523	4/28/2023	\$40,000	\$0.08
0 Maple Street	Jackson	0.37	16,117	3/24/2022	\$13,500	\$0.84
0 Maple Street	Jackson	0.5	21,760	4/9/2022	\$13,500	\$0.62
0 Rock Glen Place	Jackson	0.25	10,890	1/26/2022	\$8,000	\$0.73
0 W Northside Drive	Jackson	0.21	9,148	6/13/2022	\$13,000	\$1.42
0 Watkins Drive	Jackson	0.63	27,443	7/11/2023	\$60,000	\$2.19
1112 Robinson	Jackson	0.2	8,712	10/21/2022	\$4,100	\$0.47
937 Arbor Vista Blvd	Jackson	0.27	11,761	3/14/2023	\$10,000	\$0.85

The sales range in value from \$0.08 per square foot to a high of \$2.19 per square foot with an average of \$0.73 per square foot. The sales range in size from 0.20 acres to 17.41 acres. Based on these comparable sales within the market, I conclude a value of \$1.00 per square foot is appropriate.

**Compensation Calculations 001-00-00-W**

Land: 112 SF x \$1.00 PSF = \$112.00 (Rounded to \$500.00)      \$500.00  
 Improvements: Not applicable      \$0.00  
 Damages: None      \$0.00  
**Total Recommendation for Just Compensation:      \$500.00**



**Providing Professional Right of Way Acquisition  
 & Consultation Services**



**Integrated Right of Way  
P. O. Box 3066  
Madison, MS 39130  
Phone: 601-790-0443  
Fax: 601-852-1170**



## **Inspection Photos**



**Providing Professional Right of Way Acquisition  
& Consultation Services**

**Integrated Right of Way**  
**P. O. Box 3066**  
**Madison, MS 39130**  
**Phone: 601-790-0443**  
**Fax: 601-852-1170**



**Providing Professional Right of Way Acquisition  
& Consultation Services**



32





**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-487, CONNIE HENDERSON)**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, *et seq.* of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 408-487 and owned by Connie Henderson; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 408-487 (Connie Henderson, owner of record) needed for the placement of a bus stop is \$500.00; and

Agenda Item # 32  
June 4, 2024  
(Wright, Lumumba)

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 408-487 (Connie Henderson, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

May 24, 2024

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-487, CONNIE HENDERSON)</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	6.
3.	<b>Who will be affected</b>	Riders of JATTRAN
4.	<b>Benefits</b>	Provide bus stops to JATTRAN riders
5.	<b>Schedule (beginning date)</b>	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Along Medgar Evers Boulevard
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>	\$500.00
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 checked="" type="checkbox"/>	Medgar Evers RAISE Grant
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  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Louis Wright  
Chief Administrative Officer  
**Date:** May 24, 2024  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed for placement of a bus stop as part of the Medgar Evers Boulevard RAISE Grant Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than \$10,000.00.

If you have any questions or comments, please do not hesitate to call me.

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

May 24, 2024

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-487, CONNIE HENDERSON)</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	6.
3.	<b>Who will be affected</b>	Riders of JATRAM
4.	<b>Benefits</b>	Provide bus stops to JATRAM riders
5.	<b>Schedule (beginning date)</b>	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Along Medgar Evers Boulevard
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>	\$500.00
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 checked="" type="checkbox"/>	Medgar Evers RAISE Grant
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  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Louis Wright *lw*  
Chief Administrative Officer  
**Date:** May 24, 2024  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed for placement of a bus stop as part of the Medgar Evers Boulevard RAISE Grant Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than \$10,000.00.

If you have any questions or comments, please do not hesitate to call me.

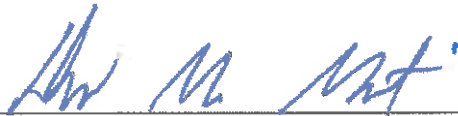
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-487, CONNIE HENDERSON)** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY  
5/28/24



Drew Martin, City Attorney

5/28/24

Date

**Sondra Moncure, Special Assistant**



**Terry Williamson, Legal Counsel**





## Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

*"Establishment and offer of just compensation.* Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation."

The property that is the subject of this offer of just compensation is as follows:

**Owner:** CONNIE HENDERSON  
**Parcel No:** Tax Parcel No. 408-487  
**Project No:** 2024-2074 (iROW)  
**Project Name:** Medgar Evers Boulevard  
**County:** Hinds

Under the authority conveyed to me by the City of Jackson, and based on the waiver valuation for the above-named property, which is inclusive of all compensable interests, I, \_\_\_\_\_ do hereby establish the City of Jackson's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$500.00**.

Signed: \_\_\_\_\_

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

### NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.



Integrated Right of Way  
P. O. Box 3066  
Madison, MS 39130  
Phone: 601-790-0443  
Fax: 601-852-1170



**Basis of Valuation**

**Date of Inspection:**

**Size and Description of Total Ownership BEFORE and AFTER**

0.30 Acres Land (tax gis) of Commercial land in the before condition  
0.30 Acres Land (tax gis) of Commercial land in the after condition

**Size of Larger Parcel Used for Valuation Process**

(if less than size of total ownership):  
0.30 Acres

**Description of Acquisition(s) including: type (Q, T, W), existing use, size, features:**  
(W) – 0.004 Acres (165 sq. ft.) of single-family residential land by Warranty Deed

**Sales Data Utilized for Valuation Process:**

Comparable sales submitted in the brochure by the appraiser, BBG Inc., are broken down as follows:

Address	City	Size (Acres)	Size (SF)	Sale Date	Sale Price (Overall)	Sale \$ PSF
0 Country Club Drive	Jackson	17.41	758,380	7/31/2023	\$215,000	\$0.28
0 Dixon Road	Jackson	2	87,120	5/14/2021	\$21,500	\$0.25
0 Flag Chapel Road	Jackson	1.2	52,272	11/15/2023	\$16,000	\$0.31
0 Livingston Road	Jackson	11.72	510,523	4/28/2023	\$40,000	\$0.08
0 Maple Street	Jackson	0.37	16,117	3/24/2022	\$13,500	\$0.84
0 Maple Street	Jackson	0.5	21,780	4/3/2022	\$13,900	\$0.62
0 Rock Glen Place	Jackson	0.28	10,890	1/26/2022	\$8,000	\$0.73
0 W Northside Drive	Jackson	0.21	9,148	6/13/2022	\$13,000	\$1.42
0 Watkins Drive	Jackson	0.63	27,448	7/13/2023	\$60,000	\$2.19
1112 Robinson	Jackson	0.2	8,712	10/21/2022	\$4,100	\$0.47
997 Arbor Vista Blvd	Jackson	0.27	11,761	3/24/2023	\$10,000	\$0.85

The sales range in value from \$0.08 per square foot to a high of \$2.19 per square foot with an average of \$0.73 per square foot. The sales range in size from 0.20 acres to 17.41 acres. Based on these comparable sales within the market, I conclude a value of \$1.00 per square foot is appropriate.

**Compensation Calculations 001-00-00-W**

Land: 165 SF x \$1.00 PSF = \$165.00 (Rounded to \$500.00)      \$500.00  
Improvements: Not applicable      \$0.00  
Damages: None      \$0.00  
Total Recommendation for Just Compensation:      \$500.00



Providing Professional Right of Way Acquisition  
& Consultation Services



**Integrated Right of Way**  
**P. O. Box 3066**  
**Madison, MS 39130**  
**Phone: 601-790-0443**  
**Fax: 601-852-1170**



## **Inspection Photos**



**Providing Professional Right of Way Acquisition  
& Consultation Services**

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33





**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-57, ARTHUR L. & FANNIE M. BENNETT)**

OFFICE OF THE CITY ATTORNEY  
5/29/24

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, *et seq.* of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 405-57 and owned by Arthur L. & Fannie M. Bennett; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, *et seq.*, and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Agenda Item # **33**  
June 4, 2024  
(Wright, Lumumba)

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 405-57 (Arthur L. & Fannie M. Bennett, owners of record) and damages to the property needed for the placement of a bus stop is \$1,200.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$1,200.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 405-57 (Arthur L. & Fannie M. Bennett, owners of record) and damages to said parcel for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

May 24, 2024

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-57, ARTHUR L. &amp; FANNIE M. BENNETT)</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	6.
3.	<b>Who will be affected</b>	Riders of JATRAM
4.	<b>Benefits</b>	Provide bus stops to JATRAM riders
5.	<b>Schedule (beginning date)</b>	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Along Medgar Evers Boulevard
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>	\$1,200.00
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 checked="" type="checkbox"/>	Medgar Evers RAISE Grant
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  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer

**Date:** May 24, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed for placement of a bus stop as part of the Medgar Evers Boulevard RAISE Grant Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than \$10,000.00.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-57, ARTHUR L. & FANNIE M. BENNETT)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, *City Attorney*

5/28/24  
Date

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

OFFICE OF THE CITY ATTORNEY  
5/28/24  
405-57

## Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

*"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation."*

The property that is the subject of this offer of just compensation is as follows:

**Owner:** ARTHUR & FANNIE BENNETT  
**Parcel No:** 002 / 405-57  
**Project No:** 2024-2074 (iROW)  
**Project Name:** Medgar Evers Boulevard  
**County:** Hinds

Under the authority conveyed to me by the City of Jackson, and based on the waiver valuation for the above-named property, which is inclusive of all compensable interests, I, \_\_\_\_\_ do hereby establish the City of Jackson's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$1,200.00**.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.





Integrated Right of Way  
P. O. Box 3066  
Madison, MS 39130  
Phone: 601-790-0443  
Fax: 601-852-1170



**Basis of Valuation**

Date of Inspection: March 28, 2024

**Size and Description of Total Ownership BEFORE and AFTER**

0.39 Acres (tax GIS) of Commercial land in the before condition  
0.39 Acres (tax GIS) of Commercial land in the after condition

**Size of Larger Parcel Used for Valuation Process**  
(if less than size of total ownership):

0.39 Acres

**Description of Acquisition(s) including: type (Q, T, W), existing use, size, features:**

(W) – 0.003 Acres (124 sq. ft.) of commercial land by Warranty Deed

**Damages:**

Twenty-eight linear feet of 3-foot-tall (84 SF) wrought iron fencing set in 8 concrete fence posts are in the area of acquisition and will have to be replaced. Therefore, cost to cure damages are appropriate. Marshall and Swift estimates for wrought iron fencing range from \$10.15 PSF to \$30.75 PSF, with an average of \$20.45 PSF. Local fencing is significant less per square foot than the Marshall and Swift average. Further, national surveyed averages for similar fencing are approximately \$25 per linear foot (PLF). Based on the above, we find the national average to be consistent with an appropriate cost to cure (28 LF x \$25.00 = \$700.00 cost to cure damages).

**Sales Data Utilized for Valuation Process:**

Comparable sales utilized in the valuation are broken down as follows:

Address	City	Size (Acres)	Size (SF)	Sale Date	Sale Price (Overall)	Sale \$/SF
0 Country Club Drive	Jackson	17.41	758,980	7/31/2023	\$215,000	\$0.28
0 Dixon Road	Jackson	2	87,120	5/14/2021	\$21,500	\$0.25
0 Flag Chapel Road	Jackson	1.2	52,272	11/15/2023	\$16,000	\$0.31
0 Livingston Road	Jackson	11.72	510,528	4/28/2023	\$40,000	\$0.08
0 Maple Street	Jackson	0.37	16,117	3/24/2022	\$13,500	\$0.84
0 Maple Street	Jackson	0.5	21,780	4/3/2022	\$13,500	\$0.62
0 Rock Glen Place	Jackson	0.25	10,890	1/26/2022	\$8,000	\$0.73
0 W Northside Drive	Jackson	0.21	9,148	6/13/2022	\$13,000	\$1.42
0 Watkins Drive	Jackson	0.63	27,443	7/11/2023	\$60,000	\$2.19
1112 Robinson	Jackson	0.2	8,712	10/21/2022	\$4,100	\$0.47
937 Arbor Vista Blvd	Jackson	0.27	11,761	3/14/2023	\$10,000	\$0.85

The sales range in value from \$0.08 per square foot to a high of \$2.19 per square foot with an average of \$0.73 per square foot. The sales range in size from 0.20 acres to 17.41 acres. Based on these comparable sales within the market, I conclude a value of \$1.00 per square foot is appropriate.

**Compensation Calculations 001-00-00-W**

Land: 124 SF x \$1.00 PSF = \$124.00 (Rounded to \$500.00)      \$500.00  
Improvements: Not applicable      \$0.00  
Damages: 28 LF Fencing x \$25.00 PLF      \$700.00  
Total Recommendation for Just Compensation:      \$1,200.00



Providing Professional Right of Way Acquisition  
& Consultation Services



**Integrated Right of Way**  
**P. O. Box 3066**  
**Madison, MS 39130**  
**Phone: 601-790-0443**  
**Fax: 601-852-1170**



## **Inspection Photos**



**Providing Professional Right of Way Acquisition  
& Consultation Services**

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34



**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-486, PHOENIX 2 ENTERPRISE, LLC)**

OFFICE OF THE ATTORNEY  
6/3/24  
10:28 AM

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, *et seq.* of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 408-486 and owned by Phoenix 2 Enterprise, LLC; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation..." and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, *et seq.*, and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Agenda Item # 34  
June 4, 2024  
(Wright, Lumumba)



**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 408-486 (Phoenix 2 Enterprise, LLC, owner of record) needed for the placement of a bus stop is \$500.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 408-486 (Phoenix 2 Enterprise, LLC, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

May 24, 2024

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-486, PHOENIX 2 ENTERPRISE, LLC)</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	6.
3.	<b>Who will be affected</b>	Riders of JATLAN
4.	<b>Benefits</b>	Provide bus stops to JATLAN riders
5.	<b>Schedule (beginning date)</b>	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Along Medgar Evers Boulevard
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>	\$500.00
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 checked="" type="checkbox"/>	Medgar Evers RAISE Grant
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  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright  
Chief Administrative Officer

**Date:** May 24, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed for placement of a bus stop as part of the Medgar Evers Boulevard RAISE Grant Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than \$10,000.00.

If you have any questions or comments, please do not hesitate to call me.

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

May 24, 2024

**DATE**

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-486, PHOENIX 2 ENTERPRISE, LLC)</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	6.
3.	<b>Who will be affected</b>	Riders of JATTRAN
4.	<b>Benefits</b>	Provide bus stops to JATTRAN riders
5.	<b>Schedule (beginning date)</b>	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Along Medgar Evers Boulevard
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>	\$500.00
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 checked="" type="checkbox"/>	Medgar Evers RAISE Grant
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  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Louis Wright  
Chief Administrative Officer *LW*  
**Date:** May 24, 2024  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed for placement of a bus stop as part of the Medgar Evers Boulevard RAISE Grant Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than \$10,000.00.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-486, PHOENIX 2 ENTERPRISE, LLC)** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY  
5/28/24



Drew Martin, City Attorney

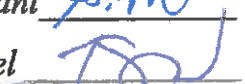
5/28/24

**Date**

**Sondra Moncure, Special Assistant**



**Terry Williamson, Legal Counsel**



## Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

*"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation."*

The property that is the subject of this offer of just compensation is as follows:

**Owner:** PHOENIX 2 ENTERPRISE, LLC  
**Parcel No:** 408-486  
**Project No:** 2024-2074 (iROW)  
**Project Name:** Medgar Evers Boulevard  
**County:** Hinds

Under the authority conveyed to me by the City of Jackson, MS, and based on the waiver valuation for the above-named property, which is inclusive of all compensable interests, I, \_\_\_\_\_ do hereby establish the City of Jackson's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$500.00**.

Signed: \_\_\_\_\_

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

### NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.





Integrated Right of Way  
P. O. Box 3066  
Madison, MS 39130  
Phone: 601-790-0443  
Fax: 601-852-1170



**Basis of Valuation**

Date of Inspection:

Size and Description of Total Ownership BEFORE and AFTER

0.30 Acres (tax GIS) of Land in the before condition

0.29 Acres (tax GIS) of Land in the before condition

Size of Larger Parcel Used for Valuation Process  
(if less than size of total ownership):

0.30 Acres

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features:

(W) – 0.01 Acres (452 sq. ft.) of land by Warranty Deed

Sales Data Utilized for Valuation Process:

Comparable sales utilized in the valuation are broken down as follows:

Address	City	Size (Acres)	Size (SF)	Sale Date	Sale Price (Overall)	Sale \$ PSF
0 Country Club Drive	Jackson	17.41	758,380	7/31/2023	\$215,000	\$0.28
0 Dixon Road	Jackson	2	87,120	5/14/2023	\$21,500	\$0.25
0 Flag Chapel Road	Jackson	1.2	52,272	11/15/2023	\$16,000	\$0.31
0 Livingston Road	Jackson	11.72	510,523	4/28/2023	\$40,000	\$0.08
0 Maple Street	Jackson	0.37	16,117	3/24/2022	\$18,500	\$0.84
0 Maple Street	Jackson	0.5	21,780	4/3/2022	\$13,500	\$0.62
0 Rock Glen Place	Jackson	0.25	10,890	1/26/2022	\$8,000	\$0.73
0 W Northside Drive	Jackson	0.21	9,148	6/13/2022	\$13,000	\$1.42
0 Watkins Drive	Jackson	0.63	27,443	7/11/2023	\$60,000	\$2.19
1112 Robinson	Jackson	0.2	8,712	10/21/2022	\$4,100	\$0.47
937 Arbor Vista Blvd	Jackson	0.27	11,761	3/14/2023	\$18,000	\$0.85

The sales range in value from \$0.08 per square foot to a high of \$2.19 per square foot with an average of \$0.73 per square foot. The sales range in size from 0.20 acres to 17.41 acres. Based on these comparable sales within the market, I conclude a value of \$1.00 per square foot is appropriate.

**Compensation Calculations 001-00-00-W**

Land: 452 SF x \$1.00 PSF = \$452.00 (Rounded to \$500.00)	\$500.00
Improvements: Not applicable	\$0.00
Damages: None	\$0.00
<b>Total Recommendation for Just Compensation:</b>	<b>\$500.00</b>

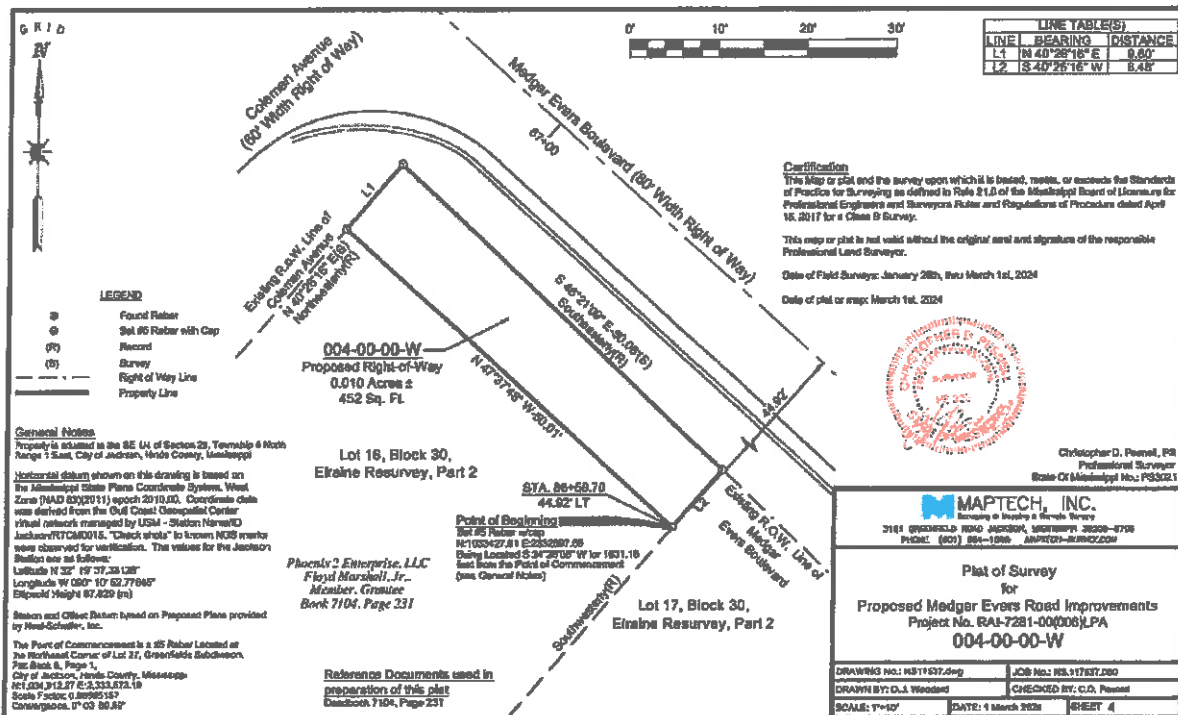


Providing Professional Right of Way Acquisition  
& Consultation Services

Integrated Right of Way  
 P. O. Box 3066  
 Madison, MS 39130  
 Phone: 601-790-0443  
 Fax: 601-852-1170



Plat



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**Integrated Right of Way**  
**P. O. Box 3066**  
**Madison, MS 39130**  
**Phone: 601-790-0443**  
**Fax: 601-852-1170**



## **Inspection Photos**



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& Consultation Services**



35



**ORDER ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER AND DUMP BODY, FOR A TOTAL COST OF \$252,766.30 (BID NO. 07208-040224).**

OFFICE OF THE CITY ATTORNEY  
3/23/24  
3/23/24

**WHEREAS**, six sealed bids for a knuckle boom trash loader and dump body were received and opened on April 2, 2024; and

**WHEREAS**, the Solid Waste Division of the Department of Public Works will use the knuckle boom trash loader and dump body to pick up limbs and other debris in the City of Jackson to assistance keep the City of Jackson clean; and

**WHEREAS**, the staff of the Solid Waste Division has reviewed the bids and recommends that the governing authorities deem the bid of Hol-Mac Corporation, 160 Commerce Drive, Bay Springs, MS 39422, received April 2, 2024, in the amount of \$252,766.30, to be the lowest and best bid received; and

**WHEREAS**, the lowest bid received was from Mynatt Truck & Equipment Co., Inc. in the amount of \$235,999.00, however it failed to meet numerous specifications and was deemed non-compliant by the Solid Waste Division.

**IT IS, THEREFORE, ORDERED** that the bid of Hol-Mac Corporation, received April 2, 2024, for one PacMac knuckle boom trash loader with dump body, in the amount of \$252,766.30, is accepted as the lowest and best bid received, it being determined that said bid meets the City specifications.

**IT IS FURTHER ORDERED** that payment for said equipment be made from the Solid Waste Enterprise Fund.

Agenda Item # 35  
June 4, 2024  
(Wright, Lumumba)



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

\_\_ May 24, 2024 \_\_  
DATE

(As revised 3/6/01)

<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 ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER AND DUMP BODY, FOR A TOTAL COST OF \$252,766.30 (BID NO. 07208-040224).</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>	New knuckle boom trash loader and dump body will provide a new, more reliable vehicle for the Solid Waste Division to use in cleaning up limbs and debris for City rights-of-way					
5.	<b>Schedule (beginning date)</b>	Order for vehicle will be placed upon approval by City Council					
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	City-wide					
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works					
8.	<b>COST</b>	\$252,766.30					
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 checked="" type="checkbox"/>	009-506-10.6872					
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**

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

**From: Louis Wright, Chief Administrative Officer**

*pw*

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER AND DUMP BODY, FOR A TOTAL COST OF \$252,766.30 (BID NO. 07208-040224)

**Item #:**  
**Council Meeting:** Regular Council Meeting, June 4, 2024  
**Consultant/Contractor:** Hol-Mac Corporation  
**EBO:** Waiver Requested  
**Purpose:** To purchase a new knuckle boom trash loader and dump body  
**Cost:** \$252,766.30  
**Project/Contract Type:** Equipment Purchase  
**Funding Source:** Fund 009-566.10.6872  
**Schedule/Time:** Order will be placed upon approval  
**DPW Manager:** Lakesha Weathers

**Background:** Attached you will find an agenda item accepting the bid of Hol-Mac Corporation as the lowest and best bid for the purchase of a new knuckle boom trash loader and dump body at a cost of \$252,766.30. Hol-Mac Corporation is a Mississippi corporation with its principle place of business in Bay Springs, Mississippi. They submitted two bids, the second being for a larger, more expensive truck. The Solid Waste Division found that the less expensive of the two trucks met the specifications. A total of six bids were received. The lowest bid did not meet numerous specifications and was deemed non-compliant by the evaluation committee.

It is the recommendation of this office that this item be approved. If you have any questions, please feel free to contact me.




Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2777  
Jackson, Mississippi 39207-2779  
Telephone: (601) 568-1739  
Facsimile: (601) 960-1936

## OFFICE OF THE CITY ATTORNEY

---

This ORDER ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER AND DUMP BODY, FOR A TOTAL COST OF \$252,766.30 (BID NO. 07208-040224) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel   
Sondra Moncreux, Special Assistant 

  
\_\_\_\_\_  
DATE

Purchasing Division  
 200 South President Street – Suite 604  
 Jackson, MS 39212  
 (601) 960-1025 (Fax) (601) 960-1049



# Memorandum

**To:** Michael Davis, Development Assistance Manager  
 Vic Sexton, Office of Economic Development

**From:** Purchasing Division

**Thru:** Lakesha Weathers/ Manager/ Solid Waste/Public Works

**CC:** Louis Wright/ Chief Administrative Officer

**Date:** April 30 2024

**Re:** 07208-040224

The attached bid and tabulations have been prepared by the Purchasing Division for the Public Works/ Solid Waste contact person as a guide to review the bid technical specifications. Bids were received on April 02, 2024 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Mynatt Truck & Equipment Co., Inc.			X	
Area Support Group, LLC.			X	
Hol-Mac Corporation(packet 1)			X	
Hol-Mac Corporation(packet 2)				X
Technology International, Inc.			X	
Truckworx-Kenworth			X	

**The source of funding is General Fund.**

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.

\_\_\_\_\_  \_\_\_\_\_ 

Please attach a copy of Bid Recommendation.

Signed (Department / Division Contact Person)

Date:



Operation Parts and Manual:	Attached	Attached	Attached	Attached	Attached	Attached
Warranty:	Attached	Attached	Attached	Attached	Attached	Attached

MO/m  
04/09/2024

36





**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A**

OFFICE OF THE CITY ATTORNEY  
5/29/2024

**WHEREAS**, the City of Jackson executed a contract with Dickerson & Bowen, Inc. for Street Resurfacing Project Phase 1A; and

**WHEREAS**, the original resurfacing project was intended to include additional streets in Phase 1A, which were removed from the project because JXN Water, Inc. planned to repair or replace water lines on these streets while the Phase 1A was scheduled to be under construction; and

**WHEREAS**, the City and the Special Sales Tax Commission have since learned that JXN Water, Inc. has completed its water line repairs or replacements for these streets; and

**WHEREAS**, these streets are in proximity to streets that will already be paved, which will provide efficiency and savings to the City for the cost of the work; and

**WHEREAS**, the proposed Change Order #2 includes the following additional streets for resurfacing because JXN Water, Inc. has completed its water line repairs:

- Lamar Street (George Street to Whitfield Street);
- Livingston Street (Mill Street to West Street);
- Bell Street (Mill Street to Crestview Street);
- Pinehurst Street (State Street to Dead End);
- Poplar Boulevard (State Street to Dead End);
- Manship Street (State Street to Monroe Street);
- St. Ann Street (Riverside Drive to Dead End);
- St. Mary Street (Poplar Boulevard to Laurel Street);
- Avondale Street (Old Canton to Hawthorn Drive);
- Hawthorn Drive (Old Canton to Avondale Street);

**WHEREAS**, as construction progressed, the contractor, engineer, and the Special Sales Tax Commission found that the curb and gutter on many streets was in poorer condition than anticipated; and

**WHEREAS**, in order to restore proper street drainage and provide a quality product, proposed Change Order #2 adds 36,931 linear feet of curb and gutter to the project; and

**WHEREAS**, the Department of Public Works recommends acceptance of Change Order #2 to the contract Dickerson & Bowen, Inc. in the amount of \$5,429,050.42 to increase the quantities in the contract to complete the project as modified.

Agenda Item # 36  
June 4, 2024  
(Wright, Lumumba)

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order #2 to the contract of Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A, increasing the contract not to exceed amount by \$5,429,050.42 to a total of \$10,596,355.58 and adding 354 calendar days to the contract time to revise the contract completion date to March 31, 2025.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      May 29, 2024  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC., FOR CONSTRUCTION OF THE STREET RESURFACING PROJECT PHASE 1A
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 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Residents, motorists, and pedestrians on streets that are to be resurfaced.
4.	<b>Benefits</b>	Resurfacing additional streets originally scheduled to be completed in Phase 1A and replaces additional curb and gutter to provide property street drainage and improve the quality of the work
5.	<b>Schedule (beginning date)</b>	After approval
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Lamar Street (George Street to Whitfield Street); Livingston Street (Mill Street to West Street); Bell Street (Mill Street to Crestview Street); Pinehurst Street (State Street to Dead End); Poplar Boulevard (State Street to Dead End); Manship Street (State Street to Monroe Street); St. Ann Street (Riverside Drive to Dead End); St. Mary Street (Poplar Boulevard to Laurel Street); Avondale Street (Old Canton to Hawthorn Drive); Hawthorn Drive (Old Canton to Avondale Street);
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Adds \$5,429,050.42 to the contract amount. New contract amount: \$10,596,355.58 Add 354 calendar days to the contract time.
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input checked="" type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	1% Sales Tax Bond  157 45190 6824
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  
ENGINEERING DIVISION

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Louis Wright *LW*  
Chief Administrative Officer  
**Date:** May 29, 2024  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute Change Order #2 to the contract with Dickerson & Bowen for the Street Resurfacing Project Phase 1A.

Phase 1A of the City's street resurfacing plan under the Special Sales Tax bond issuance was to originally include ten (10) additional streets. These streets were removed from the project because JXN Water, Inc. had scheduled water line repairs/replacements on them when the resurfacing project was to take place. However, during construction, the City and the Special Sales Tax Commission learned that water line repairs to these streets were complete. Change Order #2 restores those streets to Phase 1A where they can be accomplished more efficiently by the contractor at a cost savings to the City because of the additional street's proximity to streets already in Phase 1A.

Additionally, during construction of Phase 1A, the City and Special Sales Tax Commission became aware that curb and gutter on some streets was in worse condition than anticipated. Change Order #2 adds 36,931 linear feet of curb and gutter to the project to restore drainage and improve the overall finished quality of the resurfaced streets.

The proposed Change Order adds \$5,429,050.42 and 354 additional calendar days to the contract. It is the recommendation of Public Works that the order be approved.

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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OFFICE OF THE CITY ATTORNEY  
5/29/24

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

5/29/24

DATE

Sondra Moncure, *Special Assistant*



Terry Williamson, *Legal Counsel*



## CONTRACT CHANGE ORDER

**CHANGE ORDER NO:** 2 **DATE:** May 14, 2024  
**PROJECT NAME:** Street Resurfacing Project - Phase 1A  
**OWNER:** City of Jackson, MS  
**CONTRACTOR:** Dickerson & Bowen  
**REASON FOR CHANGE:** See Justification on following sheet

**YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:**

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Removal of Curb &/or Curb and Gutter, All Types	LF	\$41.00	36,931	\$1,514,171.00
2	Removal of Pavement, All Types and Depths	SY	\$67.50	420	\$28,350.00
3	Excess Excavation, FM, AH	CY	\$5.00	320	\$1,600.00
4	9.5-mm, ST, Asphalt Pavement	TON	\$139.75	7,842	\$1,095,919.50
5	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	\$164.00	311	\$51,004.00
6	Cold Milling of Bituminous Pavement, All Depths	SY	\$4.58	5,849	\$26,788.42
7	Concrete Sidewalk, With Reinforcement	SY	\$98.75	1,259	\$124,326.25
8	Combination Concrete Curb and Gutter Type 3A	LF	\$55.75	36,931	\$2,058,903.25
9	Adjustment of Existing Curb Inlet	EA	\$6,000.00	40	\$240,000.00
10	Adjustment of Manhole	EA	\$264.00	165	\$43,560.00
11	Adjustment of Water Valve	EA	\$141.00	12	\$1,692.00
12	Maintenance of Traffic	LS	\$100,000.00	1	\$100,000.00
13	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	\$2.00	25,248	\$50,496.00
14	Thermoplastic Detail Stripe, Yellow	LF	\$4.00	4,860	\$19,440.00
15	Thermoplastic Legend, White	LF	\$6.50	11,200	\$72,800.00

**TOTAL CONTRACT CHANGE:** \$5,429,050.42

<b>ORIGINAL CONTRACT AMOUNT:</b>	<b>TOTAL</b>
	<u>\$5,090,582.66</u>
<b>CURRENT CONTRACT AMOUNT:</b>	<u>\$5,167,305.16</u>
<b>THIS CONTRACT CHANGE:</b>	<u>\$5,429,050.42</u>
<b>REVISED CONTRACT AMOUNT:</b>	<u>\$10,596,355.58</u>
<b>CURRENT CONTRACT COMPLETION DATE:</b>	<u>April 11, 2024</u>
<b>TIME EXTENSION REQUIRED BY CHANGE:</b>	<u>354</u>
<b>REVISED CONTRACT COMPLETION DATE:</b>	<u>March 31, 2025</u>

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

<b>RECOMMENDED BY:</b>	<u>Chad A. Tolson</u> ENGINEER	<u>6/14/2024</u> DATE
<b>ACCEPTED BY:</b>	<u>Steve Wilkins</u> CONTRACTOR <i>President</i>	<u>5/15/2024</u> DATE
<b>APPROVED BY:</b>	_____ OWNER	_____ DATE







37



**ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATION AND EXPANSION CONSTRUCTION PROJECT OF THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI.**

OFFICE OF THE ATTORNEY GENERAL  
STATE OF MISSISSIPPI

**WHEREAS**, the Department of Human and Cultural Services obtained architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Completion; and

**WHEREAS**, the State of Mississippi 2022 Legislature had allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi had assigned their agreement with CDFL to the City of Jackson; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi are planning to continue the renovations, repairs and upgrades to Thalia Mara Hall; and

**WHEREAS**, the remaining funds from the State of Mississippi 2022 Legislature allocation are approximately \$450,000.00 to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 (one million five hundred thousand dollars) to continue the renovations, repairs and upgrades at Thalia Mara Hall; and

**WHEREAS**, CDFL will continue to use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

**WHEREAS**, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the contract with CDFL for continued architectural and engineering services; and

**WHEREAS**, the City agrees to compensate CDFL for the architectural and engineering services provided under this agreement at a fee not to exceed \$122,500.00; and

**WHEREAS**, the City and CDFL agree the renovations, repairs and upgrades will be ready for occupancy on or before June 30, 2026.

**IT IS, THEREFORE, ORDERED** that the City of Jackson accepts the assignment of the contract and Amendment No. 1 between CDFL and Friends of Thalia Mara and the Community Foundation of Mississippi.

Agenda Item # 37  
June 4, 2024  
(Wright, Lumumba)

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Amendment No. 1 to the contract with CDFL to provide continued architectural and engineering services for the renovations, repairs and upgrades to Thalia Mara Hall.

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

5/24/24  
DATE

<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 AMENDMENT NO. 1 TO THE CONTRACT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATION AND EXPANSION CONSTRUCTION PROJECT OF THE PLANETARIUM 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. Youth and Education 5. Economic Development 7. Quality of Life
3.	<b>Who will be affected</b>	Citizens who visit the Planetarium and visitors who come from out of town to experience downtown and the newly renovated planetarium
4.	<b>Benefits</b>	The work of this renovation will continue to address much needed upgrades that were not completed with the original work for the 2023 USA IBC competition.
5.	<b>Schedule (beginning date)</b>	Upon approval by the City and expect to be complete by June 2026
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	7  Yes
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services Department of Public Works, Engineering Division
8.	<b>COST</b>	Contract addition amount of this Amendment No. 1 is \$122,500.00
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Remaining funds from the State of Mississippi 2022 Legislature allocation \$2,000,000.00 are approximately \$450,000.00 The State of Mississippi 2023 Legislature allocated additional funding in the amount of \$1,500,000.00
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 ___



**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba  
From: Louis Wright, Chief Administrative Officer *pw*  
Date: May 24, 2024

**Agenda Item:** Contract Amendment No. 1  
**City Project #:**  
**Council Meeting:** Regular Council Meeting, TBD  
**Consultant:** Cooke Douglass Farr Lemons + Engineers PA  
**EBO Compliance Details:**  
**Purpose:** Continued Renovations Thalia Mara Hall  
**Cost:** This Amendment \$122,500.00  
**Project/Contract Type:** Addition and Renovations  
**Funding Source:** Grants from the State of Mississippi  
**Schedule/Time:** June 30, 2026  
**DPW Manager:** Lloyd Keller

**Background:**

Attached, you will find an item for the City Council Agenda to amend the Consulting Services Contract with Cooke Douglass Farr Lemons + Engineers PA to include additional Architectural and Engineering services continuing the renovations, repairs and upgrades to Thalia Mara Hall project

A professional services agreement was authorized with Cooke Douglass Farr Lemons + Engineers PA on November 2022, for architectural and engineering services related to the renovations and construction at Thalia Mara Hall in advance of the 2023 USA IBC competition.

Cooke Douglass Farr Lemons + Engineers PA has agreed to provide additional architectural and engineering services per this Amendment No. 1 for the continued construction project at a total fee cost not to exceed \$122,500.00.

Additionally, to modify the completion date of the agreement to June 30, 2026, thru construction and close out of the project.

Initial funding for the project of \$2,000,000.00 was provided to the City by the Mississippi Department of Finance and Administration via HB1315 of the 2022 Legislative Session of which approximately \$450,000.00 remains.

The State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 to continue the renovations, repairs and upgrades at Thalia Mara Hall.



**City of Jackson  
Department of Public Works**

It is the recommendation of this office that the additional architectural and engineering consulting services contract shall be approved.

cc: Pamela Scott, Ph.D., Director, Human & Cultural Services





Office of the City Attorney

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 AMENDMENT NO. 1 TO THE CONTRACT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATION AND EXPANSION CONSTRUCTION PROJECT OF THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel   
Sondra O. Moncive, Special Assistant 

5/28/24  
DATE



**JACKSON**  
3221 Old Canton Rd, Suite 200  
Jackson, MS 39216  
601.366.3110

**BIRMINGHAM**  
600 Vestavia Pkwy, Suite 212  
Vestavia Hills, AL 35216  
205.602.8058

## Amendment A

**AIA Document B105 – 2017**  
**Standard Short Form of Agreement Between Owner and Architect**

### Project Description:

Phase Two Renovations and Additions to Thalia Mara Hall for the City of Jackson.

Project Budget - Phase Two: \$1,950,000.00 not to exceed available funding.

### Article 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

#### Fixed Fee is Amended as Follows:

Phase Two Fixed Fee - \$122,500.00

Design and Construction Documents - \$86,890.00

Bidding and Award - \$5,000.00

Construction Period Services - \$30,160.00

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
ARCHITECT (Signature)

Chokwe Antar Lumumba, Mayor  
(Printed name and title)

Chris Myers, AIA, Principal  
(Printed name, title, and license number, if required)



38



**ORDER RATIFYING PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

OFFICE OF THE CITY CLERK  
2/12/2024

**WHEREAS**, the Building Maintenance Division of the Department of Public Works had need of certain services necessary to the operation and maintenance of the City's buildings; and

**WHEREAS**, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

**WHEREAS**, the services set forth in certain invoices attached hereto were provided to the City's buildings; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the City's buildings, it is necessary to pay these outstanding invoices to continue receiving any needed services for these vendors; and

**IT IS, THEREFORE, ORDERED** that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Global Sector Security, LLC	\$202.50
A Complete Flag Source	\$250.00
Total	\$452.50

Agenda Item # 38  
June 4, 2024  
(Wright, Lumumba)

Office of the City Attorney

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  
APR 25 2024

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel *TW*

  
\_\_\_\_\_  
DATE

DD1.418.10.6317

Global Sector Security LLC  
3953 Underwood Drive  
Flowood, MS 39232

# Invoice

Date	Invoice #
11/16/2023	66847

<b>Bill To:</b>
Arts Center of Mississippi 201 E. Pascagoula Street Jackson, MS 39201

		P.O. No.	Terms
Quantity	Description	Rate	Amount
1.5	Labor Hour	135.00	202.50T
	Service Call Disconnect Devices For Construction On Arts Center Non-Taxable	0.00%	0.00
<b>It's been a pleasure working with you!</b>		<b>Invoice Total</b>	<b>\$202.50</b>

\*Beginning January 1, 2021, a 3% fee will be added to each credit card payment.  
\*\*Global Sector Services is a small business entity as defined by GSA guidelines.

Phone #	Fax #
6019824585	601-982-4591



001, 448.10. 6319

453 00. 6461

# Invoice

## A Complete Flag Source,

5295 I55 North Ste A  
Jackson, MS 39206

Date  
2/9/2024

Invoice #  
46378

601-362-9333

<b>Bill To</b>	
Jackson , City of - 658 Jefferson St Jackson, MS 39205	
<b>Customer Phone</b>	601-960-1105

<b>Ship To</b>	
Jackson , City of - 658 Jefferson St Jackson, MS 39205	
<b>Customer Contact</b>	
<b>Customer E-mail</b>	sarnold@jacksonms.gov;smarsh...

<b>P.O. Number</b>	<b>Terms</b>	<b>Rep</b>	<b>Ship</b>	<b>Via</b>	<b>Project</b>
77240227		H...	2/9/2024		

Quantity	Item Code	Description	Price Each	Amount
2	13165	<p>QUOTE ON REMOVING CHRISTMAS WREATHS ON WEST SIDE OF JACKSON CITY HALL</p> <p>STANLEY ARNOLD (Requested quote) sarnold@city.jackson.ms.us</p> <p>SHIRLEY MARSHALL (FINANCIAL) 6019601921 smarshall@city.jackson.ms.us</p> <p>SERVICE CALL @ \$125/HOUR SEAN &amp; TONY REMOVED CHRISTMAS WREATHS ON 02/05/2024</p>	125.00	250.00

<b>Fax #</b>	<b>E-mail</b>	All accounts over 30 days are subject to a late penalty of 1.7% per month (21%)	<b>Total</b>	\$250.00
601-362-93...	sales2@completeflags....			

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 20, 2024

DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING PROCUREMENT OF SERVICES FROM MISSISSIPPI STATE DEPARTMENT OF HEALTH, BOILER AND PRESSURE VESSEL SAFETY BRANCH AND AUTHORIZING PAYMENTS TO SAID VENDOR</b>					
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>					
3.	<b>Who will be affected</b>	Citizens of Jackson					
4.	<b>Benefits</b>	The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by certain vendors throughout the City of Jackson.					
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval					
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	City Wide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Department of Public Works					
8.	<b>COST</b>	\$452.00					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	001.418.10.6317 001.453.00.6461					
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:** Honorable Chokwe A. Lumumba, Mayor

**From:** Louis Wright, CAO *LW*  
Department of Public Works

**Date:** March 20, 2024

**Agenda Item:** **ORDER RATIFYING PURCHASES AND  
PROCUREMENT OF SERVICES FROM CERTAIN  
VENDORS AND AUTHORIZING PAYMENTS TO  
SAID VENDORS**

**Council Meeting:** Regular Council Meeting, April 09, 2024

**Purpose:** The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by Global Sector Security, LLC and A Complete Flag Source throughout the City of Jackson.

**Cost:** \$452.50

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

**Funding Source:** 001.418.10.6317 and 001.453.00.6461

**Schedule/Time:** April 09, 2024

**DPW Manager:** Stanley Arnold

**Background:** The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by certain vendors throughout the City of Jackson.

39



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CITY COLLECTIVE US, LLC FOR MASTER PLANNING SERVICES FOR EUBANKS CREEK**

OFFICE OF THE CITY ATTORNEY  
2024  
JW

**WHEREAS**, the residents of the City of Jackson residing near Eubanks Creek have experienced flash flooding issues that appear to arise from inadequate creek capacity; and

**WHEREAS**, the City of Jackson Department of Public Works desires to retain a firm to provide Master Plan for the Eubanks Creek watershed to alleviate flash flooding issues; and

**WHEREAS**, the City of Jackson has funding remaining from \$500,000.00 grant from the State of Mississippi to address drainage issue along Eubanks Creek; and

**WHEREAS**, the Fondren Renaissance Foundation has recommended the planning and design firm of City Collective US, LLC, whose office 817 West Peachtree Street NW, Suite 200, Atlanta, Georgia 30308, to provide necessary planning and design services for the project; and

**WHEREAS**, City Collective US, LLC will create a master plan and design that 1) crafts an ambitious, yet implementable vision for Eubanks Creek and the immediate surrounding parcels, 2) outlines a step-by-step roadmap for incremental implementation, and 3) clearly identifies discrete infrastructure and public work projects to attract and align funding over time; and

**WHEREAS**, the scope and various task included in the proposed agreement are as follows:

**BASIC SCOPE OF SERVICES.** The Design Team will prepare the Basic Scope of Services over eight key tasks:

**Task 0 – Project Mobilization.** The Design Team will work with the Client to 1) establish a Stakeholder Steering Committee which is to meet periodically, 2) identify and place key meetings and milestones on calendars, and 3) outline on points-on-contact and overall project communication.

**Task 1 – Mission & Goals.** The Design Team will collect, analyze, and summarize our understanding of the project’s mission, goals, and requirements. We will review previous planning documents and new and proposed projects in the area. We will facilitate a working session with the Client to review and receive feedback. The Design Team will also conduct an in-person, all-day site visit.

**Task 2 – Challenges & Opportunities.** The Design Team will collect and summarize the opportunities and challenges for the site and program. We will facilitate a working session with the Client to review and receive feedback.

**Task 3 – Case Studies.** The Design Team will summarize case studies that deploy strategies that overcome similar challenges and/or build on similar opportunities as identified in Task 2. Where relevant, we will utilize case studies with similar market conditions. We will facilitate a working session with the Client to review and

Agenda Item # 39  
June 4, 2024  
(Wright, Lumumba)

receive feedback on the following: reference images, diagrams, and aerial site images.

**Task 4 – Vision & Experience.** The Design Team will prepare a spectrum of big ideas and facilitate a working session with the Client to review and receive feedback on the following: site diagrams and reference images.

**Task 5 – Prototyping & Optioneering.** The Design Team will prepare three high-level master plan framework options and facilitate a working session with the Client to review and receive feedback on the following: sketch site plan, draft phasing plan, draft yield summary, and draft reference images and character sketches.

**Task 6 – Design Reconciliation.** The Design Team will prepare a draft concept master plan and facilitate a working session with the Client to review and receive feedback on the following:

- draft (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- draft (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)
- draft (x4) eye level illustrations
- draft (x1) bird-eye/aerial illustration
- draft (x1) phasing diagram
- draft vision booklet, illustrating the vision and the impact.

**Task 7 – Design Documentation.** The Design Team will prepare the final concept master plan and facilitate one final page-turn style work session with the Client and the development for final feedback on the following:

- (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)
- (x4) eye level illustrations
- (x1) bird-eye/aerial illustration
- (x1) phasing diagram
- vision booklet, illustrating the vision and the impact;

and

**WHEREAS,** City Collective US, LLC proposes to perform the work on the following schedule:

**SCHEDULE.** The Design Team will prepare the Scope of Services over 35 (thirty-five) weeks, as follows:

Task	Name	Duration	Timing
Task 0	Project Mobilization	1 week	July 1 – July 15
Task 1	Mission & Goals	1 week	July 1 – July 15
Task 2	Opportunities & Challenges	2 weeks	July 15 – July 29
Task 3	Case Studies	2 weeks	July 15 – July 29
Task 4	Vision & Experience	2 weeks	July 29 – Aug 12
Task 5	Optioneering & Prototyping	2 weeks	Aug 12 – Aug 26
Task 6	Design Reconciliation	2 weeks	Aug 26 – Sept 9
Task 7	Design Documentation	6 weeks	Sept 9 – Oct 14
	Final Presentation	18 weeks	Oct 14, 2024

**WHEREAS**, the fee for the proposed Basic Scope of Services is a lump sum fee of \$160,000.00, with services being billed in accordance with the percentage of work complete and payable consistent with Mississippi law; and

**WHEREAS**: the basis for the scope of services and the associated cost is based on the following deliverables and meetings:

1. Four hand-watercolored eye-level renderings;
2. One hand-watercolored aerial rendering;
3. Virtual meetings at the City at the end of each task within the scope of work, nine (9) total of 1.5 hours each; and
4. Four case studies; and

**WHEREAS**, the hourly rates for additional services, which are subject to change six (6) months from date of issuance, are as follows:

Managing Director	\$375
Discipline Leader	\$275
Team Leader	\$230
Senior Staff	\$185
Staff	\$140
Administration	\$100

And for outside professional consulting services 1.25 times the billed cost to City Collective US, LLC; and

**WHEREAS**, reimbursable expenses are not included in the lump sum fee and will be charged a 1.1 times the amount expended by City Collective; and



**WHEREAS**, the following additional services will be billed as follows, if such additional services are requested by the City:

- 1. Additional Renderings:** The Design Team has found concept master plans typically require a minimum number eye-level renderings and aerial renderings to capture the project's design intent (which is included in the Scope of Services noted in Exhibit C). Some Clients, however, would like to opt into additional renderings as their vision unfolds. This can be provided at an additional fee of \$5,000 per rendering, and depending on when this additional service is requested, may add up to 4 additional weeks to prepare.
- 2. Fly-Through Animation:** An animation can be provided to virtually fly-through your concept master plan. These are between 30 seconds to 1 minute long and have complementary music with some minor text and labels explaining views and design intent. This can be provided at an additional fee of \$20,000 with 4 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this agreement, or \$40,000 with 8 additional weeks to prepare if opted in by the Client and Design Team after execution of this agreement.
- 3. Concept Master Plan Video:** A video can be provided that tells the entire story of your concept master plan. These are typically 2-3 minutes long and includes animation fly-through, animated diagrams, animated master plan, animated phasing diagrams, animated 3D images, and interwoven video clips of real-life similar places. This can be provided at an additional fee of \$40,000 with 6 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this Proposal, or \$70,000 with 10 additional weeks to prepare if opted in by the Client and Design Team after execution of this Proposal.
- 4. Additional Workshops:** The Design Team has found concept master plans typically require engagement with the Client and the end of every task with an in-person workshop, which is included in the Scope of Services. Some Client's, however, find it beneficial to have additional workshops. This can be provided at an additional fee of \$3,000 for in-person workshops and \$1,500 for virtual workshops; and

**WHEREAS**, the agreement may be terminated or suspended as follows:

Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided, and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to City Collective.

The Client may suspend services at any time by written notice. Suspension shall be effective immediately. In the event of a suspension of services, City Collective shall have no liability for any damages to Client incurred because of such suspension. If the Client suspends the Project, City Collective shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, City

Collective shall be compensated for expenses incurred in the interruption and resumption of City Collective's services. City Collective's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project greater than 60 days, City Collective has the right to renegotiate the terms set forth herein.

Termination or suspension of services by City Collective shall in no way relieve Client of its obligation to compensate City Collective for services provided and expenses incurred up to and including the date of termination or suspension.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for City Collective, at its sole discretion, to stop work and withhold Instruments of Services until all due and unpaid invoices, including accrued interest, are received. City Collective shall have no liability for any damages to Client incurred because of such stop of work.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for termination. Written notice shall be issued to the Client seven (7) days prior to any termination of services.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a Professional Services Agreement with City Collective, LLC to provide master planning services for Eubanks Creek, consistent with the terms set forth above, in an amount not to exceed \$160,000.00.

Chief Administrative Officer



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

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Louis Wright *pw*  
Chief Administrative Officer

**Date:** May 28, 2024

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a professional services agreement with City Collective US, LLC to provide master planning services for the Eubanks Creek watershed.

The City received a \$500,000.00 grant from the State of Mississippi to make improvements to the Eubanks Creek watershed. The City previously retained Stantec to provide an engineering design to address flash flooding issues on Eubanks Creek. However, upon completion of preliminary hydraulic analysis, Stantec determined that the proposed scope of the design project would be insufficient to address the flash flooding issue. Stantec recommended that the City explore a more extensive solution that could involve the development of a greenway along a much longer portion that was included in the proposed design project. The scope of work was beyond that proposed to Stantec originally and will require the development of a master plan to address the whole of the Eubanks Creek watershed.

City Collective US, LLC has been recommended to the City by the Fondren Renaissance Foundation as a multi-disciplinary design and planning firm. City Collective US, LLC has proposed the development of a master plan for the Eubanks Creek watershed with particular focus on the stretch of the creek between North State Street and Old Canton Road. Their proposed fee for this work is an amount not to exceed \$160,000.00 and can be paid from the \$500,000 State of Mississippi grant.

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

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      May 28, 2024  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CITY COLLECTIVE US, LLC FOR MASTER PLANNING SERVICES FOR EUBANKS CREEK</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	<b>4. Neighborhood Enhancement</b> <b>6 Infrastructure and Transportation</b> <b>7 Quality of Life</b>			
3.	<b>Who will be affected</b>	Residents of the City residing the Eubanks Creek watershed			
4.	<b>Benefits</b>	Provides a master plan to address flooding issues in the Eubanks Creek watershed			
5.	<b>Schedule (beginning date)</b>	Beginning July 1, 2024 with anticipated completion by October 14, 2024			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Eubanks Creek watershed			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division			
8.	<b>COST</b>	\$160,000.00			
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"/>	\$500,000 Grant from the State of Mississippi for Eubanks Creek drainage improvements 407-451.90-6823			
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

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39202-2779  
Telephone: (601) 966-1758  
Facsimile: (601) 966-1758


## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CITY COLLECTIVE US, LLC FOR MASTER PLANNING SERVICES FOR EUBANKS CREEK is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY

5/29/24  
\_\_\_\_\_  
DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

**13. Basis of Opinion.** Projects requiring observation and reporting of existing site conditions and structures may have conditions concealed from view or available documentation or other information. City Collective is not responsible for the costs or delays resulting from the later discovery of such conditions. This Proposal and any subsequent representation is a statement of professional opinion based on the information available during the assessment and evaluation of the subject property. Such opinion is formed by the judgment of City Collective from the knowledge of available facts and other information. The Client hereby acknowledges that existing conditions can and will change relative to the information contained in this Proposal or any subsequent representation.

City Collective will use best practices in design to collect and synthesize publicly available documentation and data, when readily available, that endeavors to guide the Client's design decisions. This is, however, not a substitute for professional due diligence advisory services that would provide greater information and data for site due diligence that is beyond the scope and expertise of design professionals (such as, but not limited to, geotechnical advisory, environmental advisory, site surveyor, civil engineering, traffic advisory, and real estate attorney) and is not included in our Scope of Services.

**14. Project Information and Site Access.** The Client shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project. The Client acknowledges, however, that City Collective has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. City Collective shall be entitled to rely upon the accuracy and completeness of the services and information furnished by the Client, consultants, and contractors. The Client shall permit City Collective to have reasonable access to the Project Site to observe existing conditions.

**15. Hazardous Materials.** City Collective has no control over, charge of, or responsibility for hazardous materials or the means, methods, schedule, or safety in connection with this Project. City Collective and its consultants shall have no responsibility for the discovery, presence, handling, disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project Site. City Collective or its consultants shall not be held liable for any hazardous materials or toxic substances related claim. The Client will have all hazardous materials or toxic substances tested and removed independently. If any additional hazardous material or toxic substances are encountered during the course of the work, the Client shall be responsible for providing industrial hygienist services necessary to carry out abatement, removal, or encapsulation of the material. City Collective and its consultants shall not be held liable for the discharge or release of contaminants or other pollutants. The Client agrees to indemnify and hold harmless City Collective and its consultants from and against all third-party claims related to hazardous materials and/or toxic substances.

**16. Additional Services.** Additional services for work not included in this proposal will be discussed and agreed to by the Client prior to proceeding with the work. Additional services may be lump sum fees or hourly. For hourly fees, compensation for services provided by City Collective personnel shall be at the following hourly rates, and is subject to change 6 months from date of issuance:

Managing Director	\$375
Discipline Leader	\$275
Team Leader	\$230
Senior Staff	\$185
Staff	\$140
Administration	\$100

For Services of Professional Consultants a multiple of 1.25 times the amount billed to City Collective will apply.

**17. Reimbursable Expenses.** Reimbursable Expenses are not included in this proposal (i.e., Travel, Reproductions, Printing, Plots, Handling and Delivery, Models, etc.), and shall incur a multiple of 1.1 times the amount expended by City Collective. All air travel greater than two hours in scheduled duration will be booked in Economy+ Class or equivalent.

**18. Not Used.**

**19. Limit of Liability.** To the fullest extent permitted by law, the total aggregate liability of City Collective to the Client, and anyone claiming by, through or under Client in connection with or in any way related to the Project or this Proposal shall in no event exceed City Collective's fee for services.

**20. Terms Confidentiality.** All scope, terms, fees, and expenses payable in connection with this Agreement are confidential and not to be disclosed by the Client unless authorized by City Collective in writing.

**21. Force Majeure.** City Collective shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargos, and unusually severe weather.

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## EXHIBIT B SITE EXTENTS AND LOCATION

The Basic Scope of Services includes:

- 1) visioning and high-level planning of the Eubanks Creek from Hico Lake to Pearl River (green line)
- 2) master plan of the Eubanks Creek and abutting parcels from N State St to Old Canton Rd (red area)



## EXHIBIT C ASSUMPTIONS

The following assumptions form the basis for our Scope of Services:

**1. Eye-Level Renderings:** The Design Team has found concept master plans typically require a minimum number of eye-level renderings to capture the project's design intent. Eye-level renderings included in our Scope of Services:

Number of Renderings: 4 [four]

Realistic  Photorealistic  Diagrammatic  Sketchy  Hand Watercolored  Digital Watercolored

**2. Aerial Renderings:** The Design Team has found concept master plans typically require a minimum number of aerial renderings to capture the project's design intent. Bird's-eye/aerial renderings included in our Scope of Services:

Number of Renderings: 1 [one]

Realistic  Photorealistic  Diagrammatic  Sketchy  Hand Watercolored  Digital Watercolored

**3. Client Meetings:** The Design Team will facilitate meetings with the Client at the end of each task. Client Meetings included in our Scope of Services:

Number of Meetings: 9 [nine]

Duration of Meetings: 4.5 hours each

Meeting Type: Virtual

**4. Case Studies:** The Design Team will prepare and summarize Case Studies. The number of Case Studies included in our Scope of Services:

Number of Case Studies: 4 [four]

**5. Timely Decisions:** The Design Team will endeavor to provide insight, drawings, and key information to the Client incrementally throughout the Scope of Services. The Client shall provide the timely decisions during the working session at the end of each task. Any additional time required by the Client to review and provide decisions beyond the working session at the end of each task is not included in the schedule outlined and requires additional time accordingly.

The Client materially altering or amending timely decisions of previous tasks after the commencement of sequential tasks will require Additional Services, including additional fee and time.



## EXHIBIT D ADDITIONAL SERVICES

The following are additional services that may be requested by the Client:

- 1. Additional Renderings:** The Design Team has found concept master plans typically require a minimum number eye-level renderings and aerial renderings to capture the project's design intent (which is included in the Scope of Services noted in Exhibit C). Some Clients, however, would like to opt into additional renderings as their vision unfolds. This can be provided at an additional fee of \$5,000 per rendering, and depending on when this additional service is requested, may add up to 4 additional weeks to prepare.
- 2. Fly-Through Animation:** An animation can be provided to virtually fly-through your concept master plan. These are between 30 seconds to 1 minute long and have complementary music with some minor text and labels explaining views and design intent. This can be provided at an additional fee of \$20,000 with 4 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this agreement, or \$40,000 with 8 additional weeks to prepare if opted in by the Client and Design Team after execution of this agreement.
- 3. Concept Master Plan Video:** A video can be provided that tells the entire story of your concept master plan. These are typically 2-3 minutes long and includes animation fly-through, animated diagrams, animated master plan, animated phasing diagrams, animated 2D images, and interwoven video clips of real-life similar places. This can be provided at an additional fee of \$40,000 with 6 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this Proposal, or \$70,000 with 10 additional weeks to prepare if opted in by the Client and Design Team after execution of this Proposal.
- 4. Additional Workshops:** The Design Team has found concept master plans typically require engagement with the Client and the end of every task with an in-person workshop, which is included in the Scope of Services. Some Clients, however, find it beneficial to have additional workshops. This can be provided at an additional fee of \$3,000 for in-person workshops and \$1,500 for virtual workshops.

# City Collective

collaborative design /  
better outcomes

Eubanks Creek Planning and Design  
May 23, 2024

Attention:  
Mr. Choko Antar Lumumba, Mayor  
Mr. Louis Wright, Chief Administrative Officer  
City of Jackson  
219 S. President Street  
Jackson, MS 39201

Site: Eubanks Creek

Services: Planning and Design

Raleigh  
273 S. Wilmington Street  
Suite 200  
Raleigh, NC 27601  
United States

Atlanta

United States

Adelaide  
Suite 155 Epworth  
33 Fitz Street  
Adelaide SA 5000

Melbourne  
Ground Floor

city-collective.com  
com

Urban Design  
Architecture  
Landscape  
Interior Design  
Planning  
Economics

Dear Mayor Lumumba and Mr. Louis Wright,

City Collective US, LLC ("City Collective" or "Design Team") is thrilled to present to the City of Jackson ("Client") our Agreement for Planning and Design Services for Eubanks Creek in Jackson, MS (the "Project"). We understand the City of Jackson is looking to create a master plan and a design that 1) crafts an ambitious, yet implementable vision for Eubanks Creek and the immediate surrounding parcels, 2) outlines a step-by-step roadmap for incremental implementation, and 3) clearly identifies discrete infrastructure and public work projects to attract and align funding over time. The following outlines our proposed scope of services, project schedule, and proposed fees:

**I. BASIC SCOPE OF SERVICES.** The Design Team will prepare the Basic Scope of Services over eight key tasks:

**Task 0 – Project Mobilization.** The Design Team will work with the Client to 1) establish a Stakeholder Steering Committee which is to meet periodically, 2) identify and place key meetings and milestones on calendars, and 3) outline on points-of-contact and overall project communication.

**Task 1 – Mission & Goals.** The Design Team will collect, analyze, and summarize our understanding of the project's mission, goals, and requirements. We will review previous planning documents and new and proposed projects in the area. We will facilitate a working session with the Client to review and receive feedback. The Design Team will also conduct an in-person, all-day site visit.

**Task 2 – Challenges & Opportunities.** The Design Team will collect and summarize the opportunities and challenges for the site and program. We will facilitate a working session with the Client to review and receive feedback.

**Task 3 – Case Studies.** The Design Team will summarize case studies that deploy strategies that overcome similar challenges and/or build on similar opportunities as identified in Task 2. Where relevant, we will utilize case studies with similar market conditions. We will facilitate a working session with the Client to review and receive feedback on the following: reference images, diagrams, and aerial site images.

**Task 4 – Vision & Experiences.** The Design Team will prepare a spectrum of big ideas and facilitate a working session with the Client to review and receive feedback on the following: site diagrams and reference images.

**Task 5 – Prototyping & Optioneering.** The Design Team will prepare three high-level master plan framework options and facilitate a working session with the Client to review and receive feedback on the following: sketch site plan, draft phasing plan, draft yield summary, and draft reference images and character sketches.

**Task 6 – Design Reconciliation.** The Design Team will prepare a draft concept master plan and facilitate a working session with the Client to review and receive feedback on the following:

- draft (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- draft (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)
- draft (x4) eye level illustrations
- draft (x1) bird-eye/aerial illustration
- draft (x1) phasing diagram
- draft vision booklet, illustrating the vision and the impact.

**Task 7 – Design Documentation.** The Design Team will prepare the final concept master plan and facilitate one final page-turn style work session with the Client and the development for final feedback on the following:

- (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)
- (x4) eye level illustrations
- (x1) bird-eye/aerial illustration
- (x1) phasing diagram
- vision booklet, illustrating the vision and the impact.

# City Collective

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better outcomes

**II. SCHEDULE.** The Design Team will prepare the Scope of Services over 36 (thirty-six) weeks, as follows:

Task	Name	Duration	Timing
Task 0	Project Mobilization	1 week	July 1 – July 15
Task 1	Mission & Goals	1 week	July 1 – July 15
Task 2	Opportunities & Challenges	2 weeks	July 16 – July 29
Task 3	Case Studies	2 weeks	July 15 – July 29
Task 4	Vision & Experience	2 weeks	July 29 – Aug 12
Task 5	Optioneering & Prototyping	2 weeks	Aug 12 – Aug 26
Task 6	Design Reconciliation	2 weeks	Aug 28 – Sept 8
Task 7	Design Documentation	6 weeks	Sept 8 – Oct 14
	Final Presentation	10 weeks	Oct 14, 2024

**III. FEES.** We propose preparing the Basic Scope of Services outlined in Section I for a Lump Sum Fee of \$180,000 USD (One-Hundred and Eighty Thousand Dollars).

**IV. EXCLUSIONS.** Planning and design services will be provided at a master planning level of resolution. Detailed design and engineering services, such as including but not limited to, civil engineering, environmental engineering, architecture, and landscape architecture, are excluded from this Agreement.

We sincerely appreciate this opportunity to work with you and look forward to our burgeoning partnership together. Please let us know if you have any questions or comments.



Justin Kearman, AIA  
Managing Director  
City Collective US, LLC

\_\_\_\_\_  
Louis Wright  
Chief Administrative Officer  
City of Jackson

# City Collective

collaborative design /  
better outcomes

**EXHIBIT A**  
**STANDARD TERMS AND CONDITIONS**  
**MAY 2024**

**1. Agreement.** The following Terms and Conditions are hereby expressly incorporated into and are part of the Proposal Letter ("Agreement") entered into by and between CITY COLLECTIVE US, LLC (or "City Collective") and the Client identified in the Agreement. This agreement supersedes all prior negotiations or agreements, either written or oral, and shall be governed by laws of the State of North Carolina without regard to principles of conflicts of law. In the event there is conflict between these Terms and Conditions and the Agreement, the terms set forth in the Agreement will govern with respect to the particular provision.

**2. Exclusions.** Services of this Agreement are limited to Client Representative's scope. All services related to Construction Documents and Construction are explicitly excluded, only those services specifically included in this Agreement are included in the scope of work. All other services are excluded.

**3. Standard of Care.** City Collective shall perform its services consistent with the professional skill and care ordinarily provided by Urban Designers practicing in the same or similar locality under the same or similar circumstances. City Collective shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**4. Expiration Time of Proposal.** This Proposal is effective up to sixty (60) days from the Agreement date set forth above. After sixty (60) days, the terms set forth herein shall be subject to renegotiation unless otherwise agreed.

**5. Mobilization.** City Collective requires a minimum amount of time from the date of proposal execution, or Notice of Proceed, whichever is later, to initiate our Scope of Services. The minimum number of days required for mobilization is 0 days, and the earliest date for City Collective to initiate services (whichever is later), is June, 1 2024.

**6. Client Representation.** The Client shall identify a representative authorized to act on the Client's behalf with respect to the Project. The Client's Representative is the only person authorized to act on behalf of the Client to direct services and to make changes to the scope of work and services under this Agreement. Any change to the Client's representative shall be made in writing and sent to City Collective. Such representative is as follows:

Client's Representative:

Mr. Louis Wright, Chief Administrative Officer  
City of Jackson  
219 S. President Street  
Jackson, MS 39201

**7. Notices.** The only valid addresses for receipt of notice are as follows:

CITY COLLECTIVE:

CITY COLLECTIVE US, LLC  
324 S Wilmington Street, Suite 356  
Raleigh, NC 27601

Client:

Mr. Louis Wright, Chief Administrative Officer  
City of Jackson  
219 S. President Street  
Jackson, MS 39201

**8. Termination or Suspension.** Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided, and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to City Collective.

The Client may suspend services at any time by written notice. Suspension shall be effective immediately. In the event of a suspension of services, City Collective shall have no liability for any damages to Client incurred because of such suspension. If the Client suspends the Project, City Collective shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, City Collective shall be compensated for expenses incurred in the interruption and resumption of City Collective's services. City

Collective's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project greater than 80 days, City Collective has the right to renegotiate the terms set forth herein.

Termination or suspension of services by City Collective shall in no way relieve Client of its obligation to compensate City Collective for services provided and expenses incurred up to and including the date of termination or suspension.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for City Collective, at its sole discretion, to stop work and withhold Instruments of Services until all due and unpaid invoices, including accrued interest, are received. City Collective shall have no liability for any damages to Client incurred because of such stop of work.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for termination. Written notice shall be issued to the Client seven (7) days prior to any termination of services.

**9. Third Party Claims.** This Proposal shall not create any right, remedy, relationship, or cause of action in any third party.

**10. Instruments of Service.** All drawings, images, presentations, and all other documents, including those in electronic form, prepared by City Collective or its consultants are defined as the "instruments of service" and are for the Client's use solely in connection with the project. City Collective shall be deemed the author and Client of the instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights, in and to all instruments of service. All computer media and programs generated or provided by City Collective and other non-hard-copy documents prepared by City Collective and City Collective's consultants as a precursor to the preparation of the instruments of service, including the intellectual property rights thereto, shall remain the property of City Collective.

City Collective hereby grants the Client a non-exclusive license to reproduce the instruments of service solely for purposes of using and maintaining the project, provided this Proposal is in effect and Client has complied with all obligations of this Proposal including timely payment of all fees and reimbursable expense amounts when due. City Collective shall attempt to obtain similar non-exclusive licenses from the City Collective consultants consistent with this Proposal. Except for the foregoing license, no other license or right shall be deemed granted or implied under this Proposal.

The Client shall not use the instruments of service for future additions or alterations to the Project or for other Projects unless the Client first obtains City Collective's prior written agreement. Any unauthorized use of the instruments of service will be at Client's sole risk and expense and without liability to City Collective or any City Collective consultants. City Collective will not have any liability for any revision or addition to, alteration or deviation from the instruments of service occurring subsequent to the completion of services under this Proposal or earlier termination in accordance with this Proposal.

Any termination of this Proposal prior to completion of the Project shall terminate the Client's license to use the instruments of service as set forth herein. If, for any reason, City Collective does not complete all services contemplated under this Proposal, City Collective shall not be held responsible for the accuracy or workability of any drawings, images or other documents prepared by City Collective or City Collective's consultants if Client or any other party subsequently uses such documents or any portion thereof.

At the Client's request, City Collective will furnish to Client instruments of service in electronic form and Client shall accept such instruments of service "AS IS" and release City Collective from any claims as a result of differences between City Collective's hard copy drawings and images, and the electronic form of City Collective's instruments of service.

**11. Credit.** Any and all display of the Instruments of Service by the Client or the Client's consultants or agents, such as, but not limited to, on websites, in presentations, in proposal or qualification submissions, on printed signs, or on printed boards, must credit City Collective as the Designer in the same place in which the Instruments of Service are displayed in a reasonably visible manner.

**12. Payment.** Services will be billed in accord with the percentage of work complete and the terms of compensation. Additional Services by City Collective, Additional Services by consultants, and reimbursable expenses will be billed based upon accrued amount including mark-ups. The Client shall pay City Collective the balance due upon receipt of invoice. After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of five percent (5%) per month, accrued daily, from the date of invoice. In the event of non-payment, Client shall reimburse City Collective for any attorney's costs and financing costs incurred for unpaid receivables and to collect the unpaid receivables. Payment of interest, however, will not cure a failure by the Client to make payments to City Collective when due. Payments on this Project should be sent directly to:

CITY COLLECTIVE US, LLC  
Account Number: 20000470611  
Routing Number: 084209588

40



OFFICE OF THE CITY ATTORNEY  
5/28/24

**ORDER DECLARING PARCEL #420-6 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO AGAPE CHRISTIAN FELLOWSHIP CHURCH FOR DEVELOPMENT OF A CHURCH.**

**WHEREAS**, pursuant to an Order passed by the Jackson City Council on October 20, 2015, parcel number 420-6 (property) was declared as surplus property with Agape Community Development Corporation (Agape) being awarded the property after making a successful bid for said property; and

**WHEREAS**, said property bears the following legal description:

*Beg N/W corner Lot 50 Brinkley Place Subn E 321.87 ft N 250.03 ft W 380.42 ft. S 195.53 ft SE/ly 78.93 ft to POB pt NW ¼ NE ¼ Sec 21 T6N R1E less to St N/side \*\*NORTHSIDE DRIVE\*\* P#426-6 Hinds County, Mississippi Parcel / PPIN: 4206; and*

**WHEREAS**, a Quitclaim Deed conveying the property from the City to Agape was filed on December 14, 2015, in Book 7183 Page 8684 in the land records of the Chancery Court for the First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, Agape planned to construct a church on said property; and

**WHEREAS**, said Deed contained a reverter clause that gave Agape two (2) years from the date the Deed was filed to begin construction of the church, or the property would revert to the City's ownership automatically; and

**WHEREAS**, Agape was not able to begin construction of the church within the two (2) year required timeframe, as such, the property automatically reverted to the City without the need for any legal proceedings; and

**WHEREAS**, Agape still desires to construct a church on the property and no city department has expressed a municipal need for the property; and

**WHEREAS**, the previous request for bids for said property ran for the required three (3) weeks in the Mississippi Link. Agape was the only entity to submit a bid for the property, as such, that bid was the highest and best bid; and

**WHEREAS**, it is in the best interests of the City that parcel number 420-6, which consists of a vacant lot on West Northside Drive, and which has already been found to be surplus property, be conveyed to Agape with the same reverter clause found in the previous Quitclaim Deed.

Agenda Item # 40  
June 4, 2024  
(D.Martin, Lumumba)



**IT IS THEREFORE ORDERED** that pursuant to the terms of Section 21-17-1(2)(a) of the Mississippi Code Annotated (1972), as amended, the City accepts the bid of Agape as the best bid; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute a quitclaim deed, which shall contain a reverter clause as discussed in this Order, conveying the property from the City to Agape Christian Fellowship Church; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be required to effectuate this Order.

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  
*[Signature]*  
5/28/24

## OFFICE OF THE CITY ATTORNEY

---

This ORDER DECLARING PARCEL #420-6 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO AGAPE CHRISTIAN FELLOWSHIP CHURCH FOR DEVELOPMENT OF A CHURCH legally sufficient for placement in NOVUS Agenda.

*[Signature]*  
\_\_\_\_\_  
Drew Martin, City Attorney *[Signature]*  
Sondra Moncure, Special Assistant *[Signature]*  
Justin Powell, Deputy City Attorney *[Signature]*

*5/28/24*  
\_\_\_\_\_  
Date



# Hinds County

MISSISSIPPI

FOUNDED 1821 • POPULATION 248,643

[HindsCountyMs.com](#) [Database](#) [Back](#) [Print Page](#)

## Real Property Billing Roll

**Pay Your Taxes Now**

\*Please note that you're being transferred to our third party vendor for completing your payment. The vendor charges a non-refundable convenience fee to process your payment to the Hinds County Tax Collector's office. **The fee for this service is 2.25% of your tax bill to use a Credit Card or E-Check\***

Parcel Number		Tax Year		<a href="#">Landroll Detail</a> <a href="#">Gis Map</a>
420-6		2023		
Tax District		Mortgage Info		
R01		000		
Name		Values		
<a href="#">AGAPE CHRISTIAN FELLOWSHIP CHURCH</a>		True	93,620	
P O BOX 6620		Assessed	14,043	
JACKSON MS 39282		Homestead Exemption		
Location		Accounts	0	
0 W NORTHSIDE DR		Regular	0	
Legal Description		Special	0	
BEG N/W COR LOT 50 BRINKLEY PLACE SUBN E 321.87 FT N 250.03 FT W 380.42 FT S 195.53 FT SE/LY 78.93 FT TO POB PT NW 1/4 NE 1/4 SEC 21 T6N R1E LESS TO ST N/SIDE		Taxes Due		
Acreage Info.		State/County	598.09	
Cultivated Acres	0.00	Municipal 1	885.13	
Uncultivated Acres	0.00	Separate School Dist. 101	1,217.95	
Payments		MS1 0	0.00	
Date	Amount	MS2 0	0.00	
Int./Fees		Landscape Imp. Dist.		
<b>Taxes are Due</b>		Less Homestead Exemption	0.00	
		** Total Taxes **	2,701.17	
		Total Paid	0.00	
		Fees	0.00	
		Tax Amount Now Due	2,701.17	
		Total Penalty Due	54.02	
		Net Amount Due 5/21/2024	2,755.19	

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



BEG N/W COR LOT 50 BRINKLEY PLACE SUBN E 321.87 FT N 250.03 FT W 380.42 FT S 195.53 FT SE/LY 78.93 FT TO POB PT NW 1/4 NE 1/4 SEC 21 T6N R1E LESS TO ST N/SIDE, PARCEL NO. 420-6

*10  
Expense* 1522360

BOOK 7183 PAGE 8684

Prepared by:  
Roslyn N. Griffin, Esq.  
OFFICE OF THE CITY ATTORNEY  
CITY OF JACKSON  
435 East Capitol Street  
Jackson, MS 39213  
Post Office Box 2779  
Jackson, MS 39207-2779  
601-960-1799

Return to: Agape Community  
Development Corporation  
Attention: Dock S. Cooper III  
P.O. Box 6620  
Jackson, Mississippi 39282  
601-720-3735

STATE OF MISSISSIPPI  
COUNTY OF HINDS  
FIRST JUDICIAL DISTRICT

175

Indexing Instructions: BEG N/W COR LOT 50 BRINKLEY PLACE SUBN E 321.87 FT N 250.03 FT W 380.42 FT S 195.53 FT SE/LY 78.93 FT TO POB PT NW 1/4 NE 1/4 SEC 21 T6N R1E LESS TO ST N/SIDE

OUTCLAIM DEED

For and in consideration of the sum of Five Thousand Dollars (\$5,000), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we

THE CITY OF JACKSON, MISSISSIPPI  
Attn: Director of Planning and Development  
Post Office Box 17  
Jackson, Mississippi 39205-0017  
(601) 960-1993

do hereby sell, convey, bargain and warrant to

Grantee: Agape Community Development Corporation  
Post Office Box 6620  
Jackson, Mississippi 39282  
601-720-3735

**BOOK 7183 PAGE 8685**

**BEG N/W COR LOT 50 BRINKLEY PLACE SUBN E 321.87 FT N 250.03 FT W 380.42 FT S 195.53 FT SE/LY 78.93 FT TO POB PT NW 1/4 NE 1/4 SEC 21 T6N R1E LESS TO ST N/SIDE, PARCEL NO. 420-6**

the following described real property situated and located in the First Judicial District of Hinds County, Mississippi, more particularly and certainly described as follows:

**BEG N/W COR LOT 50 BRINKLEY PLACE SUBN E 321.87 FT N 250.03 FT W 380.42 FT S 195.53 FT SE/LY 78.93 FT TO POB PT NW 1/4 NE 1/4 SEC 21 T6N R1E LESS TO ST N/SIDE, Hinds County, MS, as per the map or plat thereof on file in the Office of the Chancery Clerk of Hinds County, Mississippi, and is more particularly described as follows, to-wit:**

- i. That said Property is identified as parcel #: 420-6.
- ii. That said Property bears a municipal address of 0 W Northside Drive, Jackson, Mississippi.
- iii. Including any and all easements, rights and appearances to the property, any and all appurtenant rights in and to public rights-of-way and any streets; as well as any and all improvements lying and /or being situated thereon; and
- iv. **LESS, EXCEPT AND SUBJECT** to any and all valid and outstanding easements, rights-of-way, protective and/or restrictive covenants, reservations, conveyances, exceptions, applicable zoning and building ordinances, power line easements, and /or other easements or rights of way of record in the Official Records of Hinds Mississippi and or with such other State or local agency where such matters may be found.

**FOR THE SAME CONSIDERATION** recited hereinabove, it is further understood and agreed that:

1. This conveyance is subject to any and all easements, rights-of-way, restrictive covenants or building restrictions of record concerning subject property.
2. Pursuant to Section 21-17-1 of the Mississippi Code Annotated of 1972 as Amended, Grantor retains any and all mineral rights, as well as the right of ingress and egress to remove same.
3. The Grantee herein releases the Grantor herein from any and all claims or demands for damages accrued, accruing, or to accrue, to the Grantee or their assigns, or legal representatives, for or on account of the condition of the said real property, structure, or other improvements whatsoever thereupon any and all other damages, right, or claims whatsoever.
4. Grantor makes no warranties as to the condition of any structures or other improvements whatsoever situated upon the above described lands and the Grantee herein takes said real property, structures, and other improvements whatsoever, in its present "as is" condition.

BOOK 7183 PAGE 8686

BEG NW COR LOT 50 BRINKLEY PLACE SUBN E 321.87 FT N 250.03 FT W 380.42 FT S 195.53 FT SE/LY 78.93 FT TO POB PT NW 1/4 NE 1/4 SEC 21 T6N R1E LESS TO ST N/SIDE, PARCEL NO. 420-6

W/2 for  
L-14 TO  
CITY

5. If Grantee fails to develop the property for its religious ministry operation within two (2) years of the date of this deed, then the property herein conveyed shall revert back to the City of Jackson (Grantor) without any further action taken by Grantor. Develop shall mean that Grantee has begun the construction phase of the development.
6. Grantor and Grantee agree and covenant that this reversionary right entitles Grantor to all statutory notice and rights provided by sections 27-43-1; 27-43-3 and 27-43-5 of the Mississippi Code of 1972 as amended, without any liability being assumed by Grantor there under.
7. The execution of this deed is authorized pursuant to the City's Land Bank policy as established by separate Order of the City Council of Jackson, Mississippi, dated July 31, 2007.

WITNESS MY SIGNATURE this the 3<sup>rd</sup> day of December 2015.

CITY OF JACKSON, MISSISSIPPI

BY:

TONY T. YARBER, MAYOR

ATTEST:

Kristi Moore  
KRISTI MOORE, CITY CLERK

STATE OF MISSISSIPPI:  
COUNTY OF HINDS:

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3<sup>rd</sup> day of December, 2015, within my jurisdiction, the within named, TONY T. YARBER who acknowledges that he is the MAYOR of THE CITY OF JACKSON, MISSISSIPPI and that in said capacity he has executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Maxine Brown  
NOTARY PUBLIC  
10-32876  
MAXINE BROWN  
Commission Expires  
July 12, 2019  
JACKSON COUNTY

STATE OF MS  
COUNTY OF HINDS  
FILED-RECORDED  
1ST DISTRICT

2015 DEC 14 PM 3: 03

BOOK 7183  
PAGE 8686  
EDDIE JEAN CARR  
CHANCERY CLERK

**ORDER ACCEPTING THE TERM BID OF TRI-MISS SERVICES, INC. FOR TWELVE-MONTH SALE OF RECYCLED REFRIGERATORS, OTHER WHITE GOODS, AIR CONDITIONERS, GAS TANKS, AND VARIOUS SCRAP METALS (BID 96270-092215).**

WHEREAS, sealed bids for a Twelve Month Sale of Recycled Refrigerators, Other White Goods, Air Conditioners, Gas Tanks, and Various Scrap Metals were opened September 22, 2015 and one (1) bid was received; and

WHEREAS, Tri-Miss Services, Inc., 416 West Woodrow Wilson Avenue, Jackson, Mississippi 39213, submitted the highest offer to purchase the recycled refrigerators, other white goods, air conditioners, gas tanks, and various scrap metals at the price of \$90.00 per net ton, for item (1), and for recycled refrigerators, other white goods, air conditioners, and gas tanks with estimated weight of 3,000 to 4,000 tons for the term; and at the price of \$110 per net ton, for item (2) various scrap metals with estimated weight of 3,000 to 4,000 tons for the term; and

WHEREAS, the Solid Waste Division of the Department of Public Works has reviewed the bid submitted and recommends the governing authorities deem the bid of Tri-Miss Services, Inc., 416 West Woodrow Wilson Avenue, Jackson, MS 39213, to be the highest and only bid.

IT IS, THEREFORE, ORDERED that the bid of Tri-Miss Services, Inc., 416 West Woodrow Wilson Avenue, Jackson, MS 39213, received September 22, 2015, for the sale of recycled refrigerators, other white goods, air conditioners, gas tanks and various scrap metals for a twelve-month term (starting November 1, 2015 through October 1, 2016) in the amounts of \$90.00 per net ton for recycled refrigerators, other white goods, air conditioners, and gas tanks with estimated weight of 3,000 to 4,000 tons for the term and \$110.00 per net ton for various scrap metals with estimated weight of 3,000 to 4,000 tons for the term be accepted as the highest and only bid received, it being determined that the bid meets the City specifications.

IT IS FURTHER ORDERED that payments received from the sale of these materials are to be deposited into the Solid Waste Enterprise Fund.

Council Member Stamps moved adoption; Council Member Hendrix seconded.

Yeas- Foote, Hendrix, Priester and Stamps.  
Nays- None.  
Absent- Barrett-Simon, Stokes and Tillman.

\*\*\*\*\*

There came on for consideration Agenda Item No. 34:

**ORDER AUTHORIZING THE MAYOR TO SUBMIT APPLICATIONS TO THE MISSISSIPPI STATE TAX COMMISSION REQUESTING THAT CERTAIN AREAS OF DOWNTOWN BE DESIGNATED AS A QUALIFIED RESORT AREA AND ENTERTAINMENT DISTRICT.** Said item was referred to the Planning Committee.

\*\*\*\*\*

**ORDER DECLARING PARCEL #420-6 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO AGAPE COMMUNITY DEVELOPMENT CORPORATION FOR DEVELOPMENT OF A CHURCH.**

WHEREAS, on January 4, 2015, Agape Community Development Corporation ("Agape") submitted an Application for Surplus/Landbank property to the City of Jackson's Surplus Property Division; and

WHEREAS, Agape plans to use the vacant lot located on W. Northside Drive, parcel number 420-6, to build a church; and

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 20, 2015 6:00 P.M.**

68

**WHEREAS**, on January 20, 2015, the Surplus Property committee reviewed Agape's application and voted to declare the property surplus and to dispose of it via the bid method pursuant to Miss. Code Ann. 21-17-1(2)(a); and

**WHEREAS**, on April 27, 2015, the committee notified all City departments that the property was available for use and inquired as to whether any City department had a need for the property; and

**WHEREAS**, no City department expressed a municipal need for the property so the Surplus Property Committee issued a request for bids; and

**WHEREAS**, the request for bids ran for 3 weeks in the Mississippi Link; and

**WHEREAS**, only one bid was received; and

**WHEREAS**, the sole bid came from Agape and was in the amount of \$5,000; and

**WHEREAS**, the above-referenced bid was the highest and best bid received; and

**WHEREAS**, based on the above, the Surplus Property Committee recommends that the City Council declare the property to be surplus and authorize its disposal to Agape Community Development Corporation pursuant to Miss. Code Ann. 21-17-1(2)(a).

**IT IS HEREBY ORDERED** that the property in question, bearing the following legal description:

Beg N/W corner Lot 50 Brinkley Place Subn E 321.87 ft N 250.03 ft W 380.42 ft.  
S 195.53 ft SE/y 78.93 ft to POB pt NW ¼ NE ¼ Sec 21 T6N R1E less to St N/side  
\*\*NORTHSIDE DRIVE\*\* P#426-6 Hinds County, Mississippi Parcel / PPIN: 4206

is no longer necessary or needed for municipal purposes, and the property is, hereby, declared to be surplus property.

**IT IT IS FURTHER ORDERED** that pursuant to the terms of Section 21-17-1(2)(a) of the Mississippi Code Annotated (1972), as amended, the City accept the bid of Agape Community Development Corporation as the best bid, and that the Mayor be authorized to execute a quitclaim deed deeding the property to Agape Community Development Corporation.

**Council Member Priester moved adoption; Council Member Hendrix seconded.**

Yeas- Foote, Hendrix, Priester and Stamps.

Nays- None.

Absent- Barrett-Simon, Stokes and Tillman.

\*\*\*\*\*

**ORDER DECLARING PARCEL #401-28 SURPLUS PROPERTY AND  
AUTHORIZING DISPOSAL OF SAME TO THE JACKSON MEDICAL MALL  
FOUNDATION TO OPERATE A REDEVELOPMENT PROJECT.**

**WHEREAS**, on February 24, 2015, The Jackson Medical Mall Foundation submitted an Application for Surplus/Landbank property to the City of Jackson's Surplus Property Division; and

**WHEREAS**, the Jackson Medical Mall plans to use the vacant lot located on 2429 Livingston Road, parcel number 401-28, to redevelop a commercial structure; and

**WHEREAS**, on March 24, 2015, the Surplus Property committee reviewed the Medical Mall's application and voted to declare the property surplus and to dispose of it via the bid method pursuant to Miss. Code Ann. 21-17-1(2)(a); and





41



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION.**

**WHEREAS**, Mississippi Code § 21-31-1, *et seq.*, mandate the creation of a civil service commission in the City of Jackson; and

**WHEREAS**, the Mayor appoints a Civil Service Commission, composed of three qualified citizens of the City, to serve for terms of six years each; and

**WHEREAS**, Mississippi Code § 21-31-9 charges the Civil Service Commission with conducting examinations, appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges of the municipality; and also grants the Commission the power to conduct investigations, and make reports on all matters touching the enforcement and effect of the provisions of Mississippi Code Sections 21-31-1 through 21-31-27, and the rules and regulations prescribed by those sections; and also grants the Commission the power to investigate all complaints which must be reduced to writing, subpoena witnesses, administer oaths, and conduct hearings; and also permits the Commission to provide for any other matter connected with the general subject of personnel administration, and which may be considered desirable to further carry out the general purposes of Sections 21-31-1 through 21-31-27; and

**WHEREAS**, Mississippi Code § 21-31-11 requires the municipal authorities to provide the commission with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the commission and with such clerical assistance as may be necessary, commensurate with the number of persons subject to civil service laws; and the failure of the municipal authorities to do so shall be considered a violation of Mississippi law, punishable as such; and

**WHEREAS**, the Civil Service Commission is required by Mississippi Code § 21-31-7 and the City's Civil Service Commission rules to appoint a secretary and may also appoint such other administrative subordinates as may be necessary; and

**WHEREAS**, the secretary of the Civil Service Commission is required to keep the records and preserve all reports made to the commission, and also a record of all examinations held under the direction of the board of examiners, and perform such other duties as the commission may prescribe; and

**WHEREAS**, the City has previously provided a budget amount within the Office of the City Attorney to provide for the above requirements for the Civil Service Commission; and

**WHEREAS**, the Civil Service Commission desires to hire Frances Ashley to provide clerical, secretarial, and other administrative duties for the Commission as directed by the Commission; and

**WHEREAS**, Frances Ashley has indicated a willingness to enter into a contract with the City to provide the above-described duties to the Civil Service Commission; and

**WHEREAS**, the terms of the City's proposed contract with Ms. Ashley are that she be hired on an at-will, part-time basis, to be paid a rate of \$16.72 per hour, without civil service protection or

City benefits, and not to work more than 50 (fifty) hours per month; and

**WHEREAS**, Ms. Ashley's contract will not be for a specified term, but shall continue month to month at the discretion of the Civil Service Commission, the Office of the City Attorney, or the Mayor, with thirty-days notice to be given to Ms. Ashley for the termination of the contract;

**WHEREAS**, Ms. Ashley will keep track of her time worked and submit a written invoice by the last day of each month to the Office of the City Attorney, addressed to Mable Coleman; and

**WHEREAS**, the monthly invoices will describe in reasonable detail the dates on which Ms. Ashley worked, the number of hours worked on each date, and a description of the work performed on each date; and

**WHEREAS**, the Office of the City Attorney will submit the monthly invoices for payment promptly upon receipt, with the expectation that the invoices will be paid within 15 (fifteen) to 45 (forty-five) days of receipt; and

**WHEREAS**, Ms. Ashley will provide the Office of the City Attorney with a current mailing address, email address, and phone number; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute a contract with Frances Ashley for the purposes and on the terms described in this Order;

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute a contract with Frances Ashley to provide clerical, secretarial, and other administrative duties for the Civil Service Commission as directed by the Civil Service Commission, beginning in June, 2024.

**IT IS FURTHER ORDERED** that a sum not to exceed \$10,032.00 may be paid to Frances Ashley for the first twelve months of this contract.

(D. Martin, Lumumba)

Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**

5/29/24  
**Date**

**Sondra Moncure, Special Assistant** \_\_\_\_\_

OFFICE OF THE CITY ATTORNEY  


## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made and entered into by and between the City of Jackson, Mississippi (“City”) and Frances Ashley (“Ashley”), for providing clerical, secretarial, and other administrative duties for the Civil Service Commission of Jackson, Mississippi (“Commission”) as directed by the Commission.

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- I. **SCOPE OF SERVICES:** Ashley will provide clerical, secretarial, and other administrative duties for the Commission as directed by the Commission.
- II. **PERIOD OF PERFORMANCE:** The term of this Agreement shall begin upon the execution of this Contract by Ashley. The Agreement is not for a definite term. The Agreement will continue at will, month-to-month at the discretion of the Commission. The Agreement may be terminated by Ashley, the Commission, the Office of the City Attorney, or the Mayor, provided that thirty-days written notice is provided to the contracting party.
- III. **COORDINATION OF SERVICES:** The Commission shall coordinate the performance of the services to be provided by Ashley as needed. The Commission shall communicate directly with Ashley to coordinate her performance. The Commission will provide training, instruction, scheduling, and supervision directly to Ashley.
- IV. **RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Ashley is an independent contractor and that this Contract for Professional Services is not based on, nor does it create, an employer-employee relationship.
- V. **SPECIFIC PROFESSIONAL:** Ashley will perform the work directed by the Commission and will not subcontract or otherwise delegate her performance to any other individual or entity.
- VI. **PAYMENT TERMS:**

As full and complete compensation for the services to be provided hereunder, inclusive of all fees and expenses associated with the services, the City will pay to Ashley an hourly rate of \$16.72. Ashley will not receive civil service protections nor City benefits. Ashley’s work shall be limited, and her payments capped, to a maximum of 50 (fifty) hours per month.

Ashley shall submit a written invoice by the last day of each month to the Office of the City Attorney, addressed to Mable Coleman. Invoices may be mailed to Mable Coleman at P.O. Box 2779, Jackson, MS 39207-2779 or emailed to Ms. Coleman at

[mcoleman@city.jackson.ms.us](mailto:mcoleman@city.jackson.ms.us)

The monthly invoices submitted by Ashley will describe in reasonable detail the dates on which she worked, the number of hours worked on each date, and a description of the work performed on each date, along with a calculation of the amount owed to Ashley, based on the total number of hours and the hourly rate being paid.

The City will make every effort to pay invoices within 15 (fifteen) days of receipt, and no later than 45 (forty-five) days of receipt, subject to the actions of the City Council.

Ms. Ashley will provide a current mailing address, phone number and email address below. Ms. Ashley will update this information whenever it changes by notifying the Office of the City Attorney, through Mable Coleman.

- VII. APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. Ashley shall comply with applicable federal, state and local City of Jackson ordinances, laws and regulations.
- VIII. APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
- IX. AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to Ashley to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for professional services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
- X. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.
- IX. NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than Ashley. Ashley understands and agrees that she shall not assign, transfer, delegate or subcontract with respect to any of the rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Civil Service Commission and the Office of the City Attorney.
- XI. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to



the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**XII. PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**XIII. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**XIV. TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, Ashley shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination. Ashley may terminate this Agreement with written notice to the Civil Service Commission, the Office of the City Attorney, or the Mayor. The City may terminate this Agreement with written notice to Ashley from the Civil Service Commission, the Office of the City Attorney, or the Mayor.

The parties have executed this Agreement to be effective as of the date of the latest signing of the parties, as indicated below.

The City of Jackson, Mississippi

Francis Ashley

By: \_\_\_\_\_  
Mayor Chokwe Antar Lumumba

By: \_\_\_\_\_  
Francis Ashley

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

---

PHONE NUMBER

---

EMAIL

cc: City Attorney Drew M. Martin



42



**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "ROGER AND LINDA SUE FULLER ON BEHALF OF THE WRONGFUL DEATH HEIRS OF STEVIE K. FULLER V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-257-EFP**

**WHEREAS**, on October 8, 2018, Roger and Linda Sue Fuller filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging negligence relative to a fatal motor vehicle collision that occurred on May 9, 2017; and

**WHEREAS**, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

**WHEREAS**, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$160,000.00 in return for a complete release of the City of Jackson, Mississippi from the lawsuit; and

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

**WHEREAS**, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims for \$160,000.00 in the lawsuit styled *Roger and Linda Sue Fuller on Behalf of the Wrongful Death Heirs of Stevie J. Fuller v. City of Jackson, Mississippi; In the Hinds County Circuit Court, First Judicial District; Cause No.: 18-257-EFP*; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

**APPROVED FOR AGENDA:**

	<b>INITIALS:</b>	<b>DATE:</b>
<b>FINANCE</b>	_____	_____
Budgeted: ___yes___no	Acct # 001519306414	
<b>LEGAL</b>	_____	_____
<b>CAO</b>	_____	_____
<b>MAYOR'S OFFICE</b>	_____	_____
	Item#	<u>42</u>
	Date:	<u>June 4, 2024</u>
	By:	<u>Lumumba, Martin, Carr</u>

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "ROGER AND LINDA SUE FULLER ON BEHALF OF THE WRONGFUL DEATH HEIRS OF STEVIE K. FULLER V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18- 257-EFP is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Special Asst. 

  
\_\_\_\_\_  
Date

43





**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
IN SUPPORT OF THE 61<sup>ST</sup> ANNIVERSARY OBSERVANCE OF THE  
*MEDGAR WILEY EVERS HOMECOMING***

*WHEREAS*, the Medgar Wiley Evers Homecoming activities will recognize the sixty-first anniversary of the assassination of Mr. Medgar Wiley Evers which occurred in Jackson, Mississippi on June 12, 1963; and

*WHEREAS*, Medgar Evers was field secretary for the NAACP in Mississippi, a civil rights advocate, and a trailblazer for voting rights and humanitarian efforts on behalf of poor and disenfranchised Mississippians; and

*WHEREAS*, the entire nation and world join the City of Jackson in recognizing and supporting the 61<sup>st</sup> Anniversary Observance of the Homecoming of native-born Mississippian, Mr. Medgar Wiley Evers.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City of Jackson is hereby authorized to support and join the 61<sup>st</sup> Anniversary Observance of the Medgar Wiley Evers Homecoming.

**SO RESOLVED**, this the 4<sup>th</sup> day of June, 2024.

Agenda Item No. 43  
Date: June 4, 2024  
BY: STOKES



44



**RESOLUTION OF THE CITY COUNCIL OF JACKSON,  
MISSISSIPPI HONORING, RECOGNIZING AND  
SUPPORTING  
THE ANNUAL JUNETEENTH FREEDOM AND UNITY  
CULTURAL CELEBRATION**

*W*HEREAS, June 19th is a day recognized in the United States of America and across the world as JUNETEENTH; and

*W*HEREAS, Juneteenth has evolved into an African American cultural celebration that originated in the State of Texas because of the confusion and turmoil following the end of the Civil War; those in Texas affected by the Emancipation Proclamation of 1863 did not learn of the 1865 surrender of Robert E. Lee to Ulysses Grant in Virginia; and

*W*HEREAS Major General Gordon Granger of the Union Army landed in Galveston, Texas with 1,800 soldiers to take command of the military District of Texas; his first action after landing on June 19, 1865 was to go from his headquarters in the Osterman Building at the corner of Strand and 22<sup>nd</sup> to read General Order #3 to the people of Galveston: "The people of Texas are informed ... all slaves are free. This involves an absolute equality of personal rights of property between former master and slaves...;" and

*W*HEREAS, the stunning news began that day as a holiday of celebration, first established in Texas; in 1980, the Texas State Legislature declared JUNETEENTH, June 19th, a state holiday; thus began the tradition of prayer services, games, rodeos, dances, special food preparations and historical presentations related to this celebration- - much like the Fourth of July; and

*W*HEREAS the City of Jackson, Mississippi celebrates with the world, in honoring the African American cultural celebration of unity and freedom, known throughout the land as JUNETEENTH, traditionally celebrated June 19th of each year. Juneteenth became a federal holiday on June 17, 2021 in all 50 states and the District of Columbia.

**IT IS HEREBY RESOLVED** that the City Council of the City of Jackson, Mississippi, highly honors and recognizes the annual Juneteenth Freedom and Unity Cultural Celebration.

**SO RESOLVED**, this the 4<sup>th</sup> day of June, 2024.

Item #: 44  
Date: **June 4, 2024**  
By: K. Stokes



45





RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER'S  
DAY, 2024 ON ITS 100<sup>TH</sup> YEAR

*WHEREAS*, the idea of celebrating Father's Day grew from the thoughts of Sonora Dodd, a loving daughter from Spokane, whose father, Henry Jackson Smart, single-handedly raised her and five of her siblings following the death of their mother; upon attending a Mother's Day Sermon in 1909, she felt that there should be a corresponding day to honor fathers; she worked relentlessly for years to bring Father's Day to fruition; and

*WHEREAS*, the celebration of Father's Day was begun in 1924 during the administration of former President Calvin Coolidge in order to establish a stronger bond between fathers and children; the idea gained momentum during WWII; President Lyndon B. Johnson proclaimed the third Sunday of June to be Father's Day in 1966, with President Richard Nixon establishing a permanent national observance of Father's Day in 1972; and

*WHEREAS*, according to census data, there are more than 72.2 million fathers in the U.S.; more than 2 million are single fathers; and

*WHEREAS*, observance of Father's Day provides children the opportunity to express love and respect for their fathers; this act is vital to strengthening the father-child relationship and consequently in the emotional development of a child; as we confirm the important role of fathers in nurturing children and building a stronger society, the entire nation and world join the City of Jackson in recognizing and supporting the observance of Father's Day.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City Council of Jackson, Mississippi hereby recognizes and supports the observance of Father's Day, 2024, as we wish for each father a Happy Father's Day.

**SO RESOLVED**, this the 4<sup>th</sup> day of June, 2024.

ITEM NO: 45  
AGENDA DATE: June 4, 2024  
BY: K. STOKES

